

2009 - 2011

SAINT PAUL PUBLIC SCHOOLS

Independent School District No. 625

**TERMS AND CONDITIONS
OF PROFESSIONAL
EMPLOYMENT**

Agreement between the

Saint Paul Board of Education

and the

Saint Paul Federation of Teachers

Representing

Members of the Teacher Bargaining Unit

July 1, 2009 through June 30, 2011

with

Additional Information

and

Memoranda of Agreement





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

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Kate Wilcox-Harris	Executive Director, Professional Development
Sharon Freeman	Executive Director, Elementary Education
Barbara DeMaster	Executive Director, Elementary Education
Teresa C. Rogers	Executive Director, Human Resources and Employee Relations
Sue Gutbrod	Manager, Employee Relations
Joyce Victor	Assistant Manager, Employee Relations

SAINT PAUL FEDERATION OF TEACHERS, Local No. 28

Teacher Bargaining Team

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Kimberly Colbert, Teacher
John Martin, Teacher
Stephanie Pignato, Teacher
Denise Rodriguez, Teacher
Tom Stinson, School Nurse
Amy Derwinski, Business Agent
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PREAMBLE

This joint agreement continues the work that began in the 2002-2003 agreement between the Saint Paul Federation of Teachers and Saint Paul Public Schools. The partnership formed in that agreement provided a foundation of trust from which we continue to work together to increase student achievement. This foundation is also comprised of shared commitments we hold about the important work of educating learners in Saint Paul: a commitment to work together to improve the quality of education, a commitment to support each other, and a commitment to do our best in our work.

These commitments take on new meaning as we search for ways to make our system work more effectively and efficiently for the citizens we serve. Built on a foundation of trust, we will continue to explore new ways of working together to improve education in Saint Paul Public Schools.

ARTICLE 1. PURPOSE OF THE AGREEMENT

This Agreement, entered into between the Board of Education of Independent School District No. 625, Saint Paul, Minnesota (hereinafter referred to as the Board), and the Saint Paul Federation of Teachers Local No. 28, AFT (hereinafter referred to as the Federation), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, Minnesota Statutes Chapter 179A, as amended, inclusive (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for teachers for duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA, the results of the representation election held on May 1, 1981, and the certification order issued by the Director of the Bureau of Mediation Services, State of Minnesota, the Board recognizes the Federation as the exclusive representative of all teachers in the appropriate unit as defined in Article 3 of this Agreement.

SECTION 2. JURISDICTION. The Federation is the sole elected representative of all teachers who are defined in this Agreement and PELRA as members of the appropriate unit for the duration of this Agreement. The Federation, as exclusive representative, has those rights and duties as prescribed by PELRA and this Agreement.

ARTICLE 3. DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT

“Terms and Conditions of Employment” shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the personnel policies affecting the working conditions of the teachers, but does not mean education policies of the District.

SECTION 2. TEACHER. “Teacher” shall mean any member of the appropriate unit but not substitute teachers except for those provisions that expressly state their inclusion.

SECTION 3. APPROPRIATE UNIT. The appropriate unit shall consist of all teachers of Independent School District No. 625, Saint Paul, Minnesota, as defined in Minnesota Statute (M.S.) §179A.03, Subd. 18, employed in a position for which the person must be licensed by the Minnesota Department of Education (DOE), including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant positions whether or not they are required to hold a certificate of license issued by the Minnesota DOE, and all other employees.

As so defined, the appropriate unit includes classroom, helping, resource, itinerant, and homebound teachers, specialists, physical and occupational therapists, nurses, librarians, counselors, school social workers, school psychologists, teacher-coordinators, administrative interns and administrative assistants, consultants, lead teachers, team leaders, and other classifications which are also within the definition of the appropriate unit.

SECTION 4. BOARD. “Board” shall mean the Board of Education or its designated officials.

SECTION 5. SUPERINTENDENT. “Superintendent” shall mean the Superintendent of Schools or representatives designated by the Superintendent.

ARTICLE 3. DEFINITIONS (continued)

SECTION 6. DAYS. "Days" shall mean teacher duty days except where otherwise indicated. For the deduction or accrual of leaves, one (1) "day" for a full-time employee shall equal eight (8) hours of leave credits.

SECTION 7. OTHER TERMS. Terms not defined in this Agreement shall have those meanings defined by PELRA. If undefined in PELRA and this Agreement, terms shall have those meanings applied to them in their usage in the Saint Paul Public School system.

ARTICLE 4. BOARD OF EDUCATION RIGHTS

SECTION 1. NEGOTIATING RIGHTS. The Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel as outlined in PELRA, M.S. §179A.07, Subd. 1 and 2.

SECTION 2. MANAGERIAL RESPONSIBILITIES. The Board has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement.

ARTICLE 5. TEACHER RIGHTS

SECTION 1. RIGHT TO VIEWS. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher to the expression or communication of a view, complaint or opinion on any matter related to terms and conditions of employment or their betterment so long as the same is not designed to and does not interfere with or circumvent the full performance of the duties of employment or the rights of the Federation.

SECTION 2. RIGHT TO JOIN. Teachers shall have the right to form and join labor or employee organizations, but membership in such organizations shall not be required as a condition of employment.

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

SECTION 4. RIGHT TO COUNSEL. Upon written request of the teacher involved, the District shall provide legal counsel for any teacher against whom claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of such teacher with the District. The choice of such legal counsel shall be made only after consultation with the teacher. Provision of counsel under this section shall not be construed to render the District liable for any torts of its employees, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the teacher pursuant to the contract obligation of another or otherwise than under this section, or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the teacher and not against the District.

ARTICLE 6. FEDERATION RIGHTS

SECTION 1. OFFICER OR STAFF. Teachers who are elected officers of the Federation or who are appointed to its staff shall, upon proper application, be granted leave of absence without pay for one (1) school year for the purpose of performing legitimate duties for the Federation. Application for such leave shall include a letter of verification from the Federation that the applicant is eligible for leave provided in this section. A teacher granted such leave shall retain all rights of tenure with no progression on the salary schedule and fringe benefits at no cost to the District. No more than two (2) concurrent leaves shall be granted under this provision.

SECTION 2. RELEASED TIME. Members of the Federation negotiating team shall be released from their assignments with appropriate advance notice for such reasonable time as is necessary to carry out the responsibilities of the Federation. Such time may be granted upon approval of the teacher's immediate supervisor. The provision of substitute teacher service and the payment of salary during time off may be granted only at the discretion of the Superintendent.

SECTION 3. BUILDING STEWARD. The Federation building stewards shall exercise their duties for the Federation only at times that do not conflict with the contractual obligations of teachers. Union stewards will be provided up to 15 minutes at staff meetings to report on official union business. One union steward at each location, who serves on the site council, will not be required to have an additional mandatory building committee assignment.

SECTION 4. REPRESENTATION FEE

Subd. 1. The Federation shall have the right to request and be granted payroll check off from the earnings of teachers who are not members of the Federation, a fair-share fee for every individual from whom the deduction is to be made for services rendered by the Federation. If the Federation exercises this right, the payroll department shall supply to the Federation a listing of teachers in the unit on paydays to be returned not less than one (1) full week and one (1) day prior to the payroll date on which the deductions are to be made. The Board will remit said deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.

Subd. 2. The Federation agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by District in compliance with the provisions of this section.

SECTION 5. FEDERATION BUSINESS LEAVE

In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of two hundred (200) person days total for the District, for teachers to participate in official business of the Federation. In an unusual circumstance, and following written specific request by the Federation, the Superintendent may, at his/her discretion, elect to authorize specified additional days beyond the two hundred (200) permitted herein. Except for members of the Saint Paul Federation of Teachers Executive Board, no one teacher may be granted leave under this provision for more than five (5) person days in a school year.

Approval for this leave is contingent upon five (5) days written notice in advance, or as soon thereafter as possible, by the Federation to the Employee Relations Office of the District upon the proper request form, and upon approval by the Employee Relations Manager.

Leave requested by the Federation for negotiations purposes is handled separately, under Section 2 of this article, and the approval of the Employee Relations Manager is required.

Leave requested by the Federation for collaborative professional activities of the Federation and the District is handled separately from this provision and must be approved by the Superintendent.

The cost of substitute teacher service for any teachers released under this provision shall be paid by the Federation, as billed by the Business Office of the District.

ARTICLE 7. ACTING INCUMBENT, PART-TIME EMPLOYEES

SECTION 1. ACTING INCUMBENT SUBSTITUTE TEACHING SERVICE

Any teacher whose long-term substitute service is known to be one hundred (100) or more duty days in a continuous single assignment shall be classified as an Acting Incumbent Substitute Teacher. If it is not known whether a position will span one hundred (100) or more days, the teacher shall be paid at the long term substitute teacher rate until the one hundredth (100th) day at which time compensation will begin to be paid at the Acting Incumbent Substitute Teacher rate specified in Subd. 1 of this article. At the sole discretion of the District, Acting Incumbent Substitute Teacher status may begin earlier than one hundred (100) duty days for hard-to-fill positions.

Subd. 1. Acting Incumbent Substitute Teacher service rate of pay shall be determined according to rules and procedures for placement of a regular contracted teacher on the salary schedule in Appendix A of this Agreement.

Subd. 2. Benefits for Acting Incumbent Substitutes. Acting Incumbent Substitute Teachers shall receive the same benefits accorded to regular contract teachers as defined in Article 10, Section 1.

Subd. 3. Leave for Acting Incumbent Substitute Teachers. Acting Incumbent Substitute Teachers shall receive sick leave, personal leave and bereavement leave accorded to regular contract teachers as defined in Article 11, Sections 1, 3 and 9.

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 and are not entitled to other provisions of this contract. See Additional Information Regarding Substitute Teachers, Section 5. Part-Time Hourly Employees.

Teachers contracted for half time or more, but less than full time, shall be compensated proportionately. For the purpose of establishing part-time salaries, a full day shall include teaching and other responsibilities as defined in Article 13. A full contract year shall be as defined in Article 13 and in the school calendar, and teachers contracted for less than a full year shall be compensated proportionately.

Subd. 1. Benefits. Teachers contracted on a part-time basis for one-half time or more shall be eligible for health, life, and dental insurance coverage as provided in Article 10, Sections 1 and 2.

Subd. 2. Sick Leave. Teachers contracted on a part-time basis for one-half time or more shall be eligible for sick leave as provided in Article 11, Section 1, Subd. 1.

SECTION 3. JOB SHARE

Subd. 1. Application Process for Job Share. If two teachers at one site or two teachers at different sites wish to share a position, they may do so with the approval of the principal or site administrator. Accommodation of a job share position will be made at the discretion of the District and with approval of the principal or program administrator and the Human Resource Department.

Subd. 2. Job Share Agreement. Before a job share is approved, both job share partners must compose an agreement containing their strategy to ensure student achievement and continuity of instruction. The principal or program administrator must approve the agreement. Job share agreements must be reviewed with the principal/program administrator annually.

Subd. 3. Job Share Seniority/Involuntary Transfer. The job share position will be considered a single unit based upon the seniority of the most senior job share partner. In a building/department/program reduction situation, if the seniority number of the most senior job share partner is less than other teachers in the building/department/program, the job share "team" will be eliminated and each teacher will have the right to transfer through the transfer process. A teacher who held a full-time position immediately prior to the job share partnership may elect in this instance only to return to full-time status.

ARTICLE 7. ACTING INCUMBENT, PART-TIME EMPLOYEES (continued)

SECTION 3. JOB SHARE, Subd. 3 (continued)

Subd. 4. Job Share Benefits. Part-time contracted teachers in a job share arrangement shall receive benefits provided part-time contracted teachers as described in Article 10, Section 1. Any teacher less than .5 FTE will not be eligible for benefits.

Subd. 5. Elimination of Job Share Position by the Principal/Administrator or one of the Partners. If a job share position is eliminated by one of the job share partners or principal/administrator, the remaining teacher may elect to continue to work in the full-time assignment on the basis of his/her seniority if that teacher qualifies for full-time return rights as defined in 3.4 above. A principal may eliminate a job share for the following school year by providing notification to the job share participants by March 1.

Subd. 6. Continuation of Job Share Position. A teacher that has been part of a job share position that is eliminated for any reason is eligible to request to continue with half-time status at the discretion of the District and the principal/program administrator.

Subd. 7. The job share provisions of this subdivision are not subject to the grievance procedure.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION

SECTION 1. SALARY SCHEDULE. The teachers' salary schedule is a part of a teacher's continuing contract pursuant to the specific provisions of this Agreement.

Subd. 1. Basic Salary Schedules. The salaries reported in Schedules A-1 of Appendix A shall be a part of this Agreement for the 2009-2010 and 2010-2011 school years, respectively. For individual teachers, the salary schedule rates become effective on the first day the teacher is to report back to his or her regular assignment for the upcoming school year.

Subd. 2. Salaries for Special Groups. Special groups of teachers described in Appendix B shall be compensated as indicated in Appendix B. For individual teachers, compensation shall become effective as provided in Subd. 1. of this section.

Subd. 3. Promotional Placement. District employees who are promoted into teaching positions will receive a promotional salary increase commensurate with the District's promotional policy and procedure.

SECTION 2. ELIGIBILITY FOR LANE PLACEMENT AND LANE CHANGE ON THE SALARY SCHEDULE

Contracted teachers shall be eligible for lane placement and lane change on the salary schedule as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Undergraduate and graduate credits and degrees, to be considered for application to the salary schedule, shall be earned from an institution recognized for the purposes of certification by the Minnesota DOE provided, however, that course work from other institutions shall be considered only if the equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the teacher, and only with prior approval of the Superintendent.

1.1 All credits and degrees must support a teacher's licensure area or other licensure area in the field of public education. All other course work must be pre-approved.

1.2 To be eligible for placement or lane advancement, all eligible course work must earn a C grade or better, Pass or Satisfactory.

1.3 Only classes taken on unpaid time and for which the District has not paid the tuition or fees for the course or reimbursed the employee for those costs can be eligible for lane credit.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

1.4 Graduate credits earned through colleges and universities accredited to grant advanced degrees will be acceptable. The publication Accredited Institutions of Post Secondary Education: Programs and Candidates published by The American Council on Education is the authority listing of accredited institutions. Course work offered by institutions not listed in this publication must be pre-approved.

1.5 Undergraduate courses must have written approval of the Human Resource Department before they are taken to be eligible for lane advancement. An "Undergraduate Pre-Approval Form" can be obtained in school offices and the Human Resource Department.

1.6 Only those in-service courses established or approved by the Superintendent shall be recognized for lane change credit on the salary schedule upon successful completion of course requirements and satisfaction of relevance criteria. The only reference for determination of credit and relevance of courses established by the Superintendent shall be as identified by the District training and staff development program in the enrollment description for each course. A lifetime maximum of twenty-five (25) approved in-service credits for all lane changes is allowed. In-service credits earned for participation in an approved Professional Development Plan will be allowed beyond the 25 lifetime maximum for regular in-service credits.

1.7 School librarians who have earned the degree of bachelor of science in addition to another bachelor's degree and whose work for the B.S. in library science represents an additional year of college education shall be eligible for credit on the B.A. + 45 lane.

1.8 Occupational therapists and physical therapists who have earned the Neurodevelopmental Treatment Certification or other credits after July 1, 1980, which would normally be identified as in-service credits, may have such credits evaluated and applied for salary lane change purposes under the following conditions: For each fifteen (15) credits (equivalent in time to quarter hours), these therapists shall be eligible for change to the adjacent salary schedule lane in accordance with all of the requirements of this Section, to a maximum of sixty (60) credits beyond the B.A. lane and placement on the B.A. + 60 lane of the salary schedule. Credits may be applied beyond the limits specified in 1.6 of this Subdivision, but all of the other provisions as to grades, quality of credits, timing of credit evaluation and so on, shall apply.

1.9 Any "SPPS Graduate Equivalent" credits offered in the future by the District will be counted for lane change purposes in Saint Paul Public Schools as if they were earned from an accredited institution.

1.10 Montessori Program The following conditions apply in placing and moving Montessori teachers on the teacher salary schedule per a 1998 stipulation:

- A. Teachers hired in the Montessori program, who have received training in the Montessori method after completion of a Bachelor's Degree at an accredited American Montessori Society or an accredited American Montessori Institute institution, whether taken for college credit or not, shall qualify for placement on the teacher's salary schedule at BA+60, provided the Board has not paid for any part of the Montessori training. Other placement and lane change provisions will apply pursuant to the rules set forth in Article 8, Section 2 of the collective bargaining agreement.
- B. A teacher who receives Montessori certification as part of his/her Bachelor's Degree program shall be placed pursuant to the provisions of Article 8, Section 2 of the collective bargaining agreement and not as described in A above.
- C. Teachers hired in the Montessori program who hold a Master's Degree shall receive minimum placement beyond the MA+0 lane for Montessori certification as follows. If Montessori certification is comprised of graduate credits, teachers shall receive credit for all graduate credits earned or the placement shown below, whichever is greater:

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

<u>Montessori Certification</u>	<u>Salary Schedule Placement</u>
One Level	MA+30
Two Levels	MA+45
Three Levels	MA+60

Montessori teachers may qualify for higher placement based on eligible graduate or inservice credits earned pursuant to the provisions of Article 7, Section 2 of the collective bargaining agreement.

Subd. 2. Procedures for Effecting Lane Changes. **IT IS THE TEACHER'S RESPONSIBILITY TO OBTAIN THE SCHOOL DISTRICT'S LANE CHANGE INFORMATION PACKET FROM THE SCHOOL OFFICE, THE HUMAN RESOURCE DEPARTMENT, OR THE DISTRICT HR WEBSITE.** Evaluation of credits for lane changes shall be made within three (3) full pay periods after receipt of any of the following "official" materials: (1) official transcripts; (2) original grade reports; (3) original certificates of eligible in-service credits (4) electronic copies of transcripts or grade reports accessed from the granting institution.

The teacher is responsible for checking the materials for accuracy and completeness before sending them to the Human Resources Department. Erroneous and/or incomplete materials can delay the pay effective date.

Teachers who want written verification that the Human Resources Department has received any submitted materials must submit their materials with a "Teacher Lane Change: Explanatory Information Form." If the teacher wishes the verification sent to his/her home instead of his/her school, a self-addressed, stamped envelope must also be included.

Subd. 3. Lane Change Effective Date. Credit verification received in the Human Resource Department by September 30 shall apply, effective with the first day of regular employment in the traditional school year. After September 30, the pay effective date for any lane change shall be the beginning of the next pay period after the date the materials were received by Human Resources. Requests for lane changes submitted after April 30 will be held for evaluation and will be applied, if granted, at the beginning of the following contract year.

Subd. 4. Lane Advancement Beyond Masters Lane. Teachers who enroll in a Master's Degree Program after January 10, 2004, will advance only one (1) lane per year upon completion of their Master's Degree.

SECTION 3. SALARY SCHEDULE PROGRESSION. Step advancement occurs only at the beginning of a school year.

Subd. 1. Step Advancement. A contracted teacher will be advanced one full step on the salary schedule at the beginning of the school year provided the teacher was:

- Paid on the payroll for a minimum of one hundred (100) days (eight hundred [800] hours) for full-time employment, prorated for less than full-time;
- If on an improvement plan during that year, the year end recommendation on the appropriate improvement plan form states that the teacher's overall performance now Meets or Exceeds Standards; or the principal/supervisor recommends extending the improvement plan into the next school year.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

Subd. 2. Other Factors. Other factors may affect the actual step number at which a teacher is placed. These include, but are not limited to:

- Incoming step credit for prior experience.
- Non-compensatory leave period(s) (such leave is not counted as time worked).
- Prior rules governing movement from part-time to full-time contracted service. People who have previously moved from part-time to full-time status will not have their step placement recalculated based on new rules.
- A teacher whose step increase was withheld due to overall performance rating of Below Standards on year-end Improvement Plan Form. The teacher shall receive the step retroactively to the beginning of the school year provided that the elements of the improvement plan have been fulfilled.

SECTION 4. COMPENSATION FOR EXTENDED SCHOOL YEAR. A teacher whose regular contractual assignment in any given year is extended beyond the school year as defined in Article 13, Section 2, shall be compensated on a pro rata basis except as noted in Appendix B.

Subd. 1. The benefits of Article 11: Compensatory Leaves of Absence, Sections 1 through 9 shall be available to such teachers during the additional days or weeks added to the regular contractual assignment; the earning and accrual of additional sick leave time described in Section 1, Subd. 1.2, 1.3, and 1.4 shall not apply, since teachers compensated under this provision are not contracted for a longer year. However, a teacher who is assigned and works extended time shall earn one (1) additional day of sick leave for each four (4) full weeks of full-time work (See Article 11, Section 1, Subd. 1). Total days of sick leave earned in any year cannot exceed fifteen (15).

Subd. 2. The benefits of Article 12: Non-compensatory Leave, shall be available to teachers compensated under this provision during the extension of the regular contractual assignment.

Subd. 3. The extension of the regular contractual assignment beyond a given school year, determined on a year-by-year basis as described in this section, is construed to be an extra duty assignment and may be terminated by the District in any year (as with extra-curricular duties), or may be renewed by the District. No tenure right or demotion claim exists or applies to such extension, nor is a seniority claim applicable, in the event of reduction or discontinuance of the extension.

3.1 Exceptions to this rule are assignments which are annually regularly extended for the same period (ex: work experience coordinators and counselors [two (2) week extension]).

Subd. 4. This section shall apply to all teachers, including teachers in the Adult Basic Education (A.B.E.) Program, whose regular contractual assignment is extended beyond the school year, as described in Article 9, Section 7, Subd. 4, Required Continuous Participation Program (therein distinguished from summer school employment).

SECTION 5. LONGEVITY STIPENDS (Teachers)

Longevity stipends as shown are specified annual dollar amounts as indicated in this section, beyond the teacher's step of the salary schedule.

Subd. 1. Eligibility Determination

Teachers will be eligible for longevity stipends at the beginning of their twenty-fifth (25) year of experience in Saint Paul Public Schools.

"Years of experience" shall mean calendar years from July 1 through June 30 actively employed in the District. Periods of non-compensatory leave or layoff shall not be counted toward years of experience in determining eligibility for longevity pay. Years of experience is not related to FTE status during those years. Longevity stipend amounts will be prorated based on FTE for part-time employees.

ARTICLE 8. BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION (continued)

1.1 Longevity stipends become effective normally at the beginning of a contract year; however, in instances where eligibility criteria are fulfilled during the first semester of a contract year, the stipend will be made effective at the first full pay period after the beginning of the second semester of that school year, and shall be prorated for the remainder of the school year.

1.2 Longevity stipends are not prorated for extended year contracts.

Subd. 2. Longevity Amounts

Effective August 2, 2008

Lanes:	4 through 6	7 through 14
Required years of Saint Paul School District experience	25 years	25 years
Dollar amount above maximum step (Step 20) on schedule	\$500	\$1,200

SECTION 6. CORRECTION OF COMPENSATION ERRORS. Teachers should routinely review their biweekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her biweekly compensation may result in lost compensation.

Subd. 1. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the teacher in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two years.

Subd. 2. In the case of a significant overpayment, deductions from biweekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS

SECTION 1. EXTRACURRICULAR STIPENDS. The conditions and rates of pay provided in Appendix C, Schedules C-1 and C-2, shall be a part of this Agreement.

SECTION 2. HOURLY INSTRUCTIONAL RATES OF PAY. The hourly instructional conditions and rates of pay provided in Appendix D shall be a part of this Agreement.

SECTION 3. MILEAGE ALLOWANCE. Teachers authorized to use their personal vehicles in the performance of their assigned duties shall be reimbursed therefore according to these provisions.

Subd. 1. MILEAGE ALLOWANCE. Employees of the District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service (IRS).

Subd. 2. REIMBURSEMENT PROCEDURES. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate District administrator and in accordance with District Business Office policies and procedures.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS

Subd. 3. In the event that a teacher's assigned monthly maximum for mileage reimbursement is insufficient to reimburse for the actual miles driven on District business in any given month at the rate specified in Subd. 1., the teacher may submit an excess mileage report for payment of the amount in excess of the maximum, along with the regular monthly mileage report. The excess mileage report form shall be used, and an explanation of the reason for the mileage beyond the assigned mileage maximum shall be provided, along with the normal accounting of miles driven. Reimbursement shall be paid at the same time as that provided under Subd. 1, when properly verified.

SECTION 4. ADDITIONAL DAILY TEACHING ASSIGNMENTS. Classroom teachers who, with the approval of the Superintendent, are assigned to a daily additional hour of classroom teaching duties beyond the regular full teaching assignment for one (1) month or more, shall be paid the appropriate proportion of the annual rates listed in this section. This provision shall not exempt classroom teachers from preparation time required by the Minnesota State Board of Education or provided by the Board. Excluded from this provision are teachers in adult education programs or programs carried on outside the teacher's day as defined in this Agreement.

Effective July 1, 2007

Lane	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7/8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12/13</u>	<u>14</u>
	\$5,164	\$5,252	\$5,371	\$5,528	\$6,009	\$6,077	\$6,149	\$6,250	\$6,322	\$6,442

SECTION 5. SPECIAL ASSIGNMENTS. Teachers employed on days in which schools are not in session to serve on committees or for other educational purposes, shall be paid at the current casual substitute rate of pay per day or at such higher rate as established at the discretion of the Board. Proportionate salaries shall be paid for assignments of other than a full day. Effective January 29, 1996, compensation only for attendance at workshops designated as "Compensated Workshop" and for curriculum writing will be governed by Appendix D.

SECTION 6. DRIVER EDUCATION TEACHERS

Subd. 1. Teachers employed for driver education instruction shall be paid at the rate indicated in Appendix C-1 of this Agreement.

Subd. 2. Teachers also shall be reimbursed for actual expense incurred by the teacher during "on the road" instruction, such as cost of gasoline or oil. Verification of expense will be required.

SECTION 7. SUMMER SCHOOL TEACHERS. Summer school is construed to be a program occurring subsequent to the normal school year.

Subd. 1. Special Education Summer School. A teacher employed in the special education summer school program shall be paid the same as the rate paid for ALC Summer School teachers defined in Subd. 2 of this section.

Subd. 2. ALC Summer School Program. Effective Summer School 2008, a District contracted teacher whose step placement is Step 10 or higher in the school year immediately preceding summer school will earn \$30.24 per hour. A District contracted teacher whose step placement is Step 9 or lower in the school year immediately preceding summer school and non-contracted teachers will earn \$28.00 per hour.

Subd. 3. Special Site/Program Summer School. Teachers who are employed in special site-specific or program-specific summer programs shall be paid according to the instructional rate in Appendix D.

Subd. 4. Required Continuous Participation Program. A required continuous participation program is defined as an instructional course in which the students' and the instructors' continuous participation is required through the summer months. Teachers who are employed during the summer in such programs shall be paid at the same scheduled rate prorated, that the teacher was receiving immediately prior to the summer teaching session, such rate to remain in effect through the duration of the summer session. Salaries shall be paid at a proportionate rate for less than a full day or full

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

week. A.B.E. is included in this Subd. This provision does not represent an extended year, nor any guarantee of summer employment.

Subd. 5. Previous Agreement. All teachers employed as summer school teachers for the summer of 2009 under the previous Agreement who continue to be so employed beyond June 30, 2009, shall receive the same salary as though the previous Agreement remained in effect for the duration of the 2009 summer school.

Subd. 6. Duration. Summer school in the summer of 2011 will extend beyond the expiration date of this Agreement. The salaries and conditions of employment for summer school assignment beyond June 30, 2011 shall be the same as though this Agreement remained in force for the duration of the 2011 summer school.

Subd. 7. Sick Leave. Teachers employed in the Saint Paul Public Schools on a regular contract basis in the preceding school year, and who are employed in summer school teaching positions shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of Article 11, Section 1 of this Agreement, to the extent of sixteen (16) hours sick leave for the entire summer school session for those programs in excess of twenty (20) duty days and eight (8) hours sick leave for programs of twenty (20) duty days or less. Sick leave credits shall not be earned and shall not accrue during summer school employment.

When sick leave is used during the summer school session, it shall be based on the actual number of hours missed including normal times before and after the instructional day. Sick leave hours used during the summer school session shall be paid at the summer school rate for the hours missed.

See also Article 8, Section 4, for extended year provisions.

SECTION 8. TEAM LEADERS. Classroom teachers may, with the approval of the Superintendent, be designated as team leaders and assigned a daily additional hour of team teaching coordination responsibility beyond the regular full teaching assignment, for one (1) month or more. Such additional assignment shall be compensated at a flat rate of \$2,900 for a full school contract year of such duty. Team leaders assigned for less than the full school contract year shall be compensated at the appropriate prorated proportion of the annual rate: team leaders assigned for less than a full hour of team teaching coordination responsibility shall be compensated proportionately for time assigned, teachers assigned to duty as team leaders for an extended work year shall be additionally compensated the appropriate prorated proportion of the annual rate for such duty. This is extra pay for extra duty, not part of the contractual assignment.

Subd. 1. Building Curriculum Teacher-Team Leader/Disability Teacher-Team Leader. Licensed professional staff who have classroom teaching and/or other instructional responsibilities may, with the approval of the Superintendent, be designated Building Curriculum Teacher-Team Leader or Disability Teacher-Team Leader, and assigned a daily additional hour of team coordination responsibility and related essential services beyond the regular full professional day assignment. Such additional assignment will be compensated at the Team Leader rate as described in this section, or pro rata of that rate for less than a full hour of additional assigned responsibilities each day, or for less than a full contract school year.

Subd. 2. Team leader assignment is made by the principal and the Superintendent, and may be discontinued or reassigned to other staff members at the end of any school year.

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.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

Subd. 3. When a teacher is absent, a substitute is not available, and the students are distributed to other classrooms, those teachers taking the additional students will receive \$25.35 for the day. For each uncovered absence, a maximum of four teachers may receive the \$25.35 per day.

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.

SECTION 10. NATIONAL BOARD CERTIFICATION

Effective February 2, 2008, teachers who are National Board Certified in one or more areas will receive a \$2,500 annual stipend at the end of each school year they remain certified, provided the teacher worked a minimum of one hundred (100) duty days in that school year. Teachers who renew their certification at the ten (10) year expiration date will receive an additional \$500. This stipend will be paid on an hourly rate over each biweekly pay period.

SECTION 11. CERTIFIED SPEECH CLINICIANS, SOCIAL WORKERS, NURSE PRACTITIONERS

Subd. 1. Effective August 8, 2005, Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license will receive a \$2,500 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 \$500.

SECTION 12. LICENSURE REQUIREMENTS

Teachers must complete all license requirements and be granted a fully-approved license by the Department of Education prior to their first duty day. It is essential that teachers renew their license well in advance of the expiration date. Failure to have a fully approved license identified on the Department of Education website by the first duty day will result in a reduction of the teacher's compensation commensurate with the casual rate for substitute teachers. Teachers will remain at the casual substitute rate of pay until such time as they obtain a fully approved license by the Department of Education. Special consideration will be given to new hires and teachers on special permits from the Department of Education.

ARTICLE 10. TEACHER BENEFITS

SECTION 1. HEALTH AND LIFE INSURANCE

Subd. 1. Teachers who have been regularly employed in the District for more than thirty (30) days are eligible for benefits included in the insurance program for District employees, and any supplemental or replacement program required to provide benefits described in Subd. 2 through 7 of this section. Insurance benefits provided eligible teachers include hospital, surgical, medical, major medical, and life insurance coverage. Detailed descriptions of coverages, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

A teacher whose spouse is also employed by the District may have single coverage premium contribution for health/hospitalization or may have family coverage premium contribution if his/her spouse waives coverage under any other labor contract in this District or may elect to waive this coverage and premium contribution in favor of the spouse's coverage and premium contribution.

Current Minnesota legislation does not allow the District to offer insurance coverage for domestic partners. If legislative authority is granted, the District will offer coverage to eligible domestic partners no later than the open enrollment period following the legislative change.

ARTICLE 10. TEACHER BENEFITS (continued)

Subd. 2. Health Maintenance Organization

Employees and/or retirees selecting a plan offered by a Health Maintenance Organization (HMO) agree to accept any changes in benefits which the specific HMO implements.

Subd. 3. Cafeteria Benefits Plan

3.1 Effective January 1, 1999, employee benefits will be offered to eligible employees through a Cafeteria Plan qualified under IRS Codes §105, §125, and §129. The cafeteria plan will contain a core set of benefits. Enrollment in these core benefits is required in order to participate in the cafeteria plan and receive any Employer contributions. Additional optional benefits are offered allowing employees to select benefits that meet their individual needs.

3.2 Cafeteria Plan Credits: Employees who qualify for coverage can receive two types of cafeteria credits:

3.2.1 Credits Earned from Attendance Incentive Plan: Teachers can annually earn up to \$600 in credits from participation in the Attendance Incentive Plan (See Article 11, Section 2). These credits may be used only to purchase core cafeteria plan benefits or other qualified items contained in the Cafeteria Plan.

3.2.2 District Contribution to Cafeteria Plan Credits: Eligible full-time teachers shall receive \$765 per month which they may spend in a District qualified cafeteria benefits plan. Any dollars remaining from this amount after enrollment in core and optional benefits will be returned to the employee as salary. Eligible full-time teachers with family or single-plus-one coverage shall receive \$994.

3.2.2.1 Effective January 1, 2011, each eligible full-time teacher with single coverage shall receive \$785 per month, which they may spend in a District qualified cafeteria benefits plan. Each eligible full-time teacher with family or single-plus-one coverage shall receive \$1,060 per month.

3.2.3 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives from 3.2.1 and 3.2.2 above, that cost shall be paid by the employee through payroll deduction.

3.3 A teacher who is insured as a dependent through the medical and/or dental insurance coverage provided by Saint Paul Public Schools may elect to waive the employee medical and/or dental insurance coverage in the core set of benefits. This is the sole exception where the employee may elect not to enroll in the full core of benefits.

Subd. 4. Teacher Eligibility for Cafeteria Plan Credits

4.1 Full-time employees: Full-time employees shall receive the District contribution stated in 3.2.2 above.

4.1.1 Full-time employment is defined as appearing on the payroll for at least 95% time.

4.2 Part-time employees employed or assigned to part-time before January 1, 1990. For the purpose of this Subd., part-time employment is defined as appearing on the payroll at least 50% time, but less than 94% time.

4.2.1 Part-time employees employed or assigned to part-time before January 1, 1990, and who have been continuously employed part-time shall receive the District contribution for full-time employees stated in 3.2.2 above. Any part-time employee covered by this provision who leaves part-time and then later returns to part-time shall be covered under the provisions of 4.3 for benefits.

4.3 Part-time employees employed or assigned to part-time after January 1, 1990. For the purpose of this Subd., part-time employment is defined as appearing on the payroll at least 50% time, but less than 94% time. Part-time employees shall receive the prorated District contribution to Cafeteria Plan credits stated in 3.2.2 above as follows:

ARTICLE 10. TEACHER BENEFITS (continued)

- 4.3.1 For each eligible teacher covered by this Agreement who is employed part-time or assigned to part-time after January 1, 1990, and who selects the core set of benefits in the Cafeteria Plan, the District agrees to contribute a prorated amount rounded to the nearest 10% level of the amount contributed for full-time employees specified in 3.2.2. That is, part-time employees working 50-54% time would be granted 50% contribution; part-time employees working 55-64% time would be granted 60% contribution, and so on.

Subd. 5. A teacher whose resignation is effective at the end of the school year will continue to receive the District's monthly contribution toward health insurance for July and August provided that the teacher provides a written resignation by March 1, maintains active employment status until the end of the school year, worked a minimum of 100 days in the school year, and elects COBRA continuation of coverage. A probationary teacher who is non-renewed at the end of a school year and who elects COBRA continuation of health insurance will receive the District's contribution for health insurance for July and August following termination.

Subd. 6. Eligible teachers on non-compensatory leave may elect to continue all or part of medical, dental or life insurance coverages for a period up to one (1) year provided, however, that the Board shall not contribute to the cost of such coverage until the teacher returns to active service in the District.

If a teacher declines to continue his/her insurance coverages on a self-paid basis during a period of non-compensatory leave, that teacher shall not be required to repeat the waiting periods for restoration of insurance premium contribution by the Employer after his/her return from leave, so long as the teacher's period of non-compensatory leave does not exceed one year. The teacher who returns to active service within a year or less of non-compensatory leave shall be reinstated for coverage and employer-paid premium contribution as soon as procedures allow.

Subd. 7. A teacher who is employed on a regular contract after a period of assignment in long-term substitute service or acting incumbent substitute service and whose regular contract is made effective retroactive to the date of beginning the substitute assignment shall have time worked which is included in the retroactive effective date of the contract counted toward the waiting periods for insurance coverages. No insurance coverage shall have any retroactive effective date; however, if the retroactive effective date of the teacher's contract fulfills any waiting period(s), then that coverage shall be initiated as soon as District procedures allow.

Subd. 1. Benefit Eligibility for Employees who Retire Before Age 65

1.1 Employees must have completed the following conditions at the time of retirement to qualify for any District contribution of premium payment for health insurance or life insurance:

- 1.1.1 Be eligible for pension benefits from the Saint Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
- 1.1.2 Must have completed at least fifteen (15) years of continuous employment with the District prior to retirement.
- 1.1.3. Must have been employed by the District and covered under this Agreement immediately preceding retirement.
- 1.1.4 The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this section.
- 1.1.5 Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre- or post-age 65 insurance coverage.

1.2 A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.

ARTICLE 10. TEACHER BENEFITS (continued)

1.3 Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age 65

2.1 Health Insurance Employer Contribution

The District will, for the period of this Agreement, provide employees who meet the eligibility requirements for health insurance in Subd. 1 above, who retire during the term of this Agreement, and until such employees reach sixty-five (65) years of age, provide such health insurance premium contributions up to the same dollar amount as were made by the District for health insurance for single or family coverage for the highest cost plan, for an employee under this Agreement, in his/her last month of active employment. The District contribution amounts are for single or family health insurance costs only and do not include additional cafeteria flex credits. In the event new carriers replace those in place at execution of this Agreement, the dollar amounts being paid for single or family coverage to the carrier at the employee's date of retirement shall constitute the limit on future contributions. Any employee who is receiving family coverage premium contribution at date of retirement may not later claim an increase in the amount of the Employer obligation for single coverage premium contributions to a carrier after deleting family coverage.

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of Subd. 1 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age 65

3.1 Employees hired into the District before January 1, 1996, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for employer premium contributions for health insurance described in Subd. 4 of this article.

3.2 Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the service eligibility requirements in Subd. 1 to receive District contributions toward post-age-65 health insurance premiums.

3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

3.4 Coordination with Medicare. All retirees who are of Medicare-eligible age must purchase Medicare Part B to be eligible for coverage under a District-sponsored plan.

Subd. 4. Employer Contribution Levels for Employees After Age 65

4.1 Employees hired into the District before January 1, 1996, who retire on or after January 1, 1998, and who meet the eligibility requirements in Subdivisions 3.1 or 3.2 of this article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

ARTICLE 10. TEACHER BENEFITS (continued)

Subd. 5. Employees hired after January 1, 1996, after completion of three (3) full years of consecutive active service in the District, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District-approved 403(b) plan. Upon reaching eligibility, the District will match up to \$60 per paycheck up to a maximum of per year in any subsequent year of active service, up to a cumulative lifetime maximum of \$12,500. 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.

5.1 Effective January 1, 2005, the District match will increase to \$60 per paycheck up to a maximum of \$600 per year.

5.2 Effective July 1, 2010, employees hired after July 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. The following requirements will be eliminated: \$60 per paycheck maximum; three (3) year service eligibility requirement; and the \$12,500 lifetime maximum.

Subd. 6. District Contributions for Teachers Who Retired Prior to This Agreement

District benefit contributions for teachers who retired prior to July 1, 2003, shall remain as determined by the premiums and/or contribution caps provided in the contract that was in effect at the time of retirement. If premium payments are required by the retiree to maintain coverage, such payments must be made in accordance with District business practices or coverage will be cancelled with no renewal options. This section shall not be construed to reduce retirement benefits conferred on any teacher by an earlier contract.

SECTION 3. LIABILITY INSURANCE

Subd. 1. Teachers are included as additional insureds on the liability policy of this District. The limits of liability under this policy are \$50,000 per individual and \$300,000 per occasion. Corporal punishment is not included under the terms of this coverage. The District reserves the right to become self-insured for liability claims.

Subd. 2. Whenever appropriate coverage is available to the District, excess automobile liability coverage shall be maintained by the District to cover occasions when teachers are using their automobiles on District business. The limit of coverage shall be \$1,000,000. The coverage is in excess of basic limits of \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 for property damage. The excess coverage assumes that all teachers provide their own basic limits as noted above. Any teacher who uses his/her automobile on District business is required to carry the basic limit coverage described above.

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

SECTION 4. VACATION FOR TWELVE (12) MONTH TEACHERS. Teachers whose annual contracted service is twelve (12) calendar months shall receive twenty (20) days (160 hours) paid vacation each year of which no more than ten (10) days (80 hours) may be carried over to the following year. Carryover vacation time shall not be accumulated from year to year in excess of the ten (10) days (80 hours) allowed.

ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 5. SEVERANCE PAY PLAN

Subd. 1. Severance Pay. All payments made under this subdivision shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, hereinafter referred to as the "Severance Plan."

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

- 1.1.1 The employee must be eligible for pension under the provisions of the Saint Paul Teachers Retirement Fund or the Public Employees Retirement Association.
- 1.1.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
- 1.1.3 For the purpose of the Severance Plan, the death of an employee shall be considered a separation of employment, and if the employee would have met all of the requirements set forth above at the time of his or her death, any payments made will be made to the Severance Plan on behalf of the employee's estate.

1.2 Amount of Severance Pay.

1.2.1 Early Notification Incentive. Effective December 1, 2008, employees who meet eligibility requirements of 2.1 of this section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources stating that they will retire by the date listed below, and who maintain active teaching status until the end of the school year, or resignation date if later, will receive the following early notification incentive to the severance plan:

Resignation Form Received by	Retirement Date	Early Notification Incentive
December 1	December to end of school year or December to following December	\$3,500
February 1	February to end of school year or February to following February	\$2,500
After February 1		No bonus

ARTICLE 10. TEACHER BENEFITS (continued)

1.2.2 Pay for Unused Sick Leave. Employees who meet eligibility requirements of 2.1 of this section will be granted severance pay in an amount equal to \$100 per day for each day of accrued, unused sick leave. The maximum amount of severance pay for unused sick leave is defined as follows:

- Eligible Employees Retiring at the End of a School Year. Eligible employees who retire at the end of the school year are eligible to receive severance pay for unused sick leave per the following schedule:

<u>If Employee Provides Written Notification:</u>	<u>Maximum Amount of Severance (Based on Unused Sick Leave)</u>	<u>Maximum Amount of Severance, Sick Leave & Early Notification Incentive</u>
December 1	\$15,000	\$18,500
February 1	\$15,000	\$17,500
After February 1 but Before June 15	\$15,000	\$15,000
After June 15	\$12,500	\$12,500

- Eligible Employees Retiring Between the Months of September through May. Eligible employees who notify the Director of Human Resources that they will retire three (3) months prior to the date of retirement will be granted severance pay in an amount equal to \$100 pay for each day of accrued, unused sick leave up to one hundred fifty (150) days. Eligible employees who provide less than three months notification of retirement will receive an amount equal to \$100 pay for each day of accrued, unused sick leave up to one hundred twenty-five (125) days.
- Exigent Circumstances. Eligible employees are encouraged to notify the Director of Human Resources as soon as possible that they plan to retire. If an employee submits documentation verifying that exigent circumstances exist that made early notification of retirement plans impossible, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement or major changes in assignment, and if the employee meets the eligibility requirements set forth above, the District will review and consider this information and may waive any reduction of severance as provided in 2.2.1 above.

1.2.3 Maximum Severance. Effective December 1, 2008, the maximum amount of money that any employee may obtain through the Severance Plan from the combination of early notification incentive and pay for unused sick leave is \$18,500.

1.3 Pay for Earned, Unused Vacation. Teachers who meet the eligibility requirements of 2.1 of this section, who qualify for severance pay per 2.2 of this section, and who retire with earned, unused vacation shall receive pay for such vacation. Payment for earned, unused vacation shall be made to the Severance Plan.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE

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.

Teachers will be allowed time off in hour-long increments provided it has been pre-approved by the building administrator and coverage has been arranged by the teacher. The teacher providing this coverage will not receive additional compensation. This time will be deducted from the teacher's sick/personal leave as applicable. For sick leave accounting purposes, eight (8) hours is equal to one full-time (1.0 FTE) duty day.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 1. SICK LEAVE. Sick leave shall be granted for absence due to personal illness or temporary disability that prevents a teacher's attendance at school and the performance of duties on such days, subject to the provisions of this section. Paid sick leave shall not be granted for illness or disability during the course of some other type of leave. Sick leave shall be allowed and accumulated in accordance with the provisions of this section. Sick leave shall be granted for the care of a teacher's sick child as required by M.S. §181.9413.

Subd. 1. Accumulation of Sick Leave. For purposes of determining sick leave, a school year shall be as defined in Article 13, Section 2, Subd. 1, Basic Contract Year. Teachers shall be eligible for sick leave at the rates provided herein. Part-time teachers on contract or teachers contracted for less than a school year shall be eligible for a proportionate amount of sick leave rounded off to the nearest half day for part-time teachers and to the nearest full day for others.

1.1 Teachers contracted for the basic school year shall be eligible for ninety-six (96) hours of sick leave for their contract year.

1.2 Teachers contracted for at least forty-four (44) weeks shall be eligible one hundred four (104) hours of sick leave for their contract year.

1.3 Teachers contracted for at least forty-eight (48) weeks shall be eligible for one hundred twelve (112) hours of sick leave for their contract year.

1.4 Teachers contracted for fifty-two (52) weeks shall be eligible for one hundred twenty (120) hours of sick leave for their contract year.

1.5 Teachers in their first year of service will be credited with the full amount of sick leave as of their hire date. Continuing teachers will be credited with sick leave on January 1 of each year.

Subd. 2. Teachers shall accumulate the unused portion of sick leave. Sick leave from such accumulation shall be granted at full pay. Teachers' cumulative sick leave total shall be reported on each paycheck.

Subd. 3. Each day or half (1/2) day of sick leave taken by the teacher shall be subtracted from the teacher's cumulative sick leave total. Sick leave from such accumulation shall be granted at full pay, prorated for half days.

Subd. 4. Any sick leave claim shall be subject to the approval of the principal and the Superintendent as to the validity of the circumstances upon which the claim is based. The teacher shall, if requested, furnish such certificates and evidence of facts as may be required for verification. Sick leave requests shall be submitted on forms provided for that purpose.

Subd. 5. Up to fifteen (15) days of accumulated sick leave may be used in a contract year to allow the teacher to provide necessary care for the serious or critical illness of a spouse, parent, or member of the teacher's household. These days, when used, are deductible from sick leave, but will not reduce the annual availability of personal leave as described in Section 9 of this article.

Subd. 6. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption, thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by M.S. §181.9413.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 2. ATTENDANCE INCENTIVE. Teachers who use five (5) or fewer sick leave days per year in the 2009-2010 and 2010-2011 school years will be eligible to receive up to \$600 per year in cafeteria plan credits through an attendance incentive program. This program will be in compliance with IRS Code §105, §125 and §129 and will be administered as part of the cafeteria benefits plan (see Article 10, Section 1, Subd. 4). Sick leave used in the previous school year (July 1 through June 30) will determine the teacher's eligibility to convert sick leave scheduled for accrual in the upcoming year (e.g., 2008-2009 sick leave is basis for 2010 conversion). Teachers must have a minimum of thirty (30) days in their sick leave bank in order to participate. The eligibility for conversion will be based on the following schedule:

<u>Sick Days Used In Previous School Year</u>	<u>Number of Days Allowed to Sell</u>	<u>Cafeteria Plan Credits Per Day Sold</u>
1 or less day	6 sick leave days	\$100 per day
Greater than 1 day to 3 days	4 sick leave days	\$100 per day
Greater than 3 days to 5 days	2 sick leave days	\$100 per day

Sick leave includes any absence other than personal leave when a deduction in sick leave occurs.

SECTION 3. BEREAVEMENT LEAVE

Subd. 1. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of a teacher's spouse, child or step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the teacher's immediate family. Other members of the immediate family shall mean sister, step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. Unused leave for such purposes shall not be accumulated.

Subd. 2. Travel Extension. Days of leave as specified in Subd. 1 of this section will apply for deaths that do not necessitate travel by the teacher beyond a two hundred (200) mile radius of Saint Paul. If a teacher is required to travel beyond a two hundred (200) mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of leave may be used. Travel extension days shall be subtracted from available sick leave and if requested, the teacher shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 4. QUARANTINE/CATASTROPHIC DISASTER LEAVE. Teachers will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs in the teacher's school and/or community which causes the closure of the District or the teacher's school.

SECTION 5. COURT CASES. Any teacher who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the teacher is not a party in the case, and provided that the case is not the result of litigation undertaken by the teacher or the Federation against the District. In cases where the Board is a party in the litigation, the teacher shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

SECTION 6. PROFESSIONAL LEAVE. Teachers shall be excused for professional reasons without loss of pay after written application to and approval of the Superintendent. The purpose of such leave must be for the benefit of the Saint Paul Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of teachers requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 7. REQUIRED JURY DUTY. Any teacher who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the teacher paying to the Board any fees received, minus travel allowance, for such jury service. The teacher may seek to be excused from jury duty. Teachers, upon notification by the court that they are not required to appear for jury duty on any given day after the start of their contracted duty day, are required to promptly return to work.

SECTION 8. SCHOOL-RELATED INJURIES

This provision shall apply provided that the teacher acted professionally and with appropriate precautions.

Subd. 1. A teacher, who is injured in the course of carrying out duties and responsibilities as an employee of the Board, shall be granted leave without loss of pay for a period not to exceed five (5) days when the injury is a result of an assault. In no case shall the combined benefits paid to the teacher from Workers' Compensation and the use of this leave exceed the teacher's regularly scheduled salary for the period of leave used.

Subd. 2. In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee of the Board results in incapacitation for performance of duties for a period longer than that provided in Subd. 1 of this section, the teacher may then choose to use his or her accumulated sick leave. In no case shall the combined benefits paid to the teacher from Workers' Compensation and the use of either type of sick leave described herein exceed the teacher's regularly scheduled salary for the period of incapacitation.

Subd. 3. Workers' Compensation. Additional benefits over and above those received under the Workers' Compensation Act shall be paid out of the accumulated sick leave of the teacher if the teacher so elects. In no case shall these additional benefits, together with those received under this Act, total more than the teacher's regular salary, nor shall these additional benefits exceed the amount of accumulated sick leave.

SECTION 9. PERSONAL LEAVE

Personal leave provisions are intended to allow time for planned absences, emergencies and other matters which are urgent, which require the teacher's presence and which cannot be handled except at a time in conflict with the teacher's day. Personal leave is deducted from sick leave.

Subd. 1. Accumulation of Personal Leave. For purposes of determining personal leave, a school year shall be as defined in Article 13, Section 2, Subd. 1, Basic Contract Year. Teachers shall be eligible to use up to thirty-two (32) hours of sick leave as personal leave annually. Part-time teachers on contract or teachers contracted for less than a school year shall be eligible for a proportionate amount of personal leave rounded off to the nearest half day for part-time teachers and to the nearest full day for others. These thirty-two (32) hours of personal leave may not be carried over to subsequent years.

Subd. 2. Personal leave shall be granted to a teacher upon receipt of request to the principal or program administrator. Leave verification should be provided ten (10) days in advance of the leave date or as soon thereafter as possible.

Subd. 3. The use of personal leave for non-emergency use must be requested in writing to the principal or program administrator with ten (10) days advance notice of intention to use such leave on a specific date.

Subd. 4. The principal/program administrator will determine approval of personal leave and may choose not to grant approval if the absence of the teacher would be detrimental to the educational goals for the school/program.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

Subd. 5. Teachers will be allowed time off in hour-long increments at the beginning or end of the workday provided it has been pre-approved by the principal/program administrator and coverage has been arranged by the teacher. The teacher providing this coverage will not receive additional compensation. This time will be deducted from sick/personal leave.

SECTION 10. MILITARY LEAVE. Pursuant to and within the limits of the requirements of M.S. §192.26, teachers shall be granted military leave for up to fifteen (15) days in any calendar year for required military service.

SECTION 11. SABBATICAL LEAVE. Sabbatical leave is a leave of absence for travel or study for teachers for the purpose of professional enrichment which shall result in benefit to the Saint Paul Public Schools.

Subd. 1. In order to be eligible for sabbatical leave, a teacher shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more. In order to be eligible for more than one sabbatical leave, a teacher shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more following the termination of the previous leave.

Subd. 2. Sabbatical leave may be granted for one full contract year, a semester or a quarter. When an approved sabbatical leave is for a semester or a quarter, such leave shall be construed to be respectively one-half (1/2) or one-third (1/3) of a full year sabbatical leave and the additional one-half (1/2) or two-thirds (2/3) of the full year sabbatical leave may be approved within the subsequent seven (7) years of active service. Upon completion of a full contract year of sabbatical leave, whether taken as a one (1) year leave, or as two (2) semesters or three (3) quarters leave, the teacher shall complete another seven (7) full contract years of active service in the Saint Paul Public Schools before being eligible for another sabbatical leave.

Subd. 3. The allowance granted to a teacher absent on sabbatical leave shall be at the rate of fifty percent (50%) of the teacher's salary for the portion of the school year in which the leave is taken, and shall be paid in regular installments during the period of leave.

Subd. 4. A teacher on sabbatical leave shall retain all rights of tenure and benefits, and progression on the salary schedule as though teaching during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the teacher's return to service in the Saint Paul Public Schools.

Pension contributions by the Board shall be based on fifty percent (50%) of salary for the duration of the leave pursuant to Article 10, Section 5, of this Agreement. Upon return to service, the teacher shall be reassigned to his or her former position or to a similar and equal position.

After a sabbatical leave of one semester or less, the teacher returning to duty will normally be assigned to his/her same position as prior to the sabbatical leave.

Subd. 5. The number of sabbatical leaves granted in any year shall not exceed one percent (1%) of the number of teachers in the appropriate unit as defined in Article 3 of this Agreement. If the number of approved requests for sabbatical leave exceeds the maximum number allowable, leaves shall be distributed among different divisions of school activities in proportion to the number of teachers in these divisions.

Subd. 6. Application for sabbatical leave shall be made on the form provided for that purpose. A committee of three (3) teachers and three (3) administrators shall be convened by the Director of Human Resources and shall review all applications and submit its recommendations to the Superintendent for Board action.

6.1 The three (3) teacher members of the Sabbatical Leave Committee shall be proposed by the Saint Paul Federation of Teachers for appointment by the Superintendent. The committee chair shall be selected by the committee and the Director of Human Resources will staff the committee and will vote only to break a tie vote.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

6.2 In making its selections of those to be recommended for sabbatical leave, the committee shall give final consideration to the benefit which shall accrue to the Saint Paul Public Schools from such leave. Other factors which shall be considered are length of service, contribution to the general welfare of the schools, and benefit to the individual. The committee may also consider the availability of a replacement should a leave be granted.

Subd. 7. Teachers who are granted sabbatical leave shall pledge themselves to return and serve the Saint Paul Public Schools for a period of one (1) year. In case a teacher is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund to the Board the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the teacher is incapacitated for any further teaching.

ARTICLE 12. NON-COMPENSATORY LEAVE

Leaves of absence without pay may be granted to teachers under the provisions of this article, upon approval of the Superintendent. Such leaves shall be without compensation and without pension contribution or benefits. The contents of this article shall in no way limit the District's right to grant additional leaves as determined necessary by the Superintendent of Schools.

Except for short-term non-compensatory leaves, a leave may be requested for up to one year. Extensions of leaves will not typically be granted. The District may require an adjustment to the beginning or end of the requested leave dates to coincide with a natural break in the school year; e.g., end of grading period, Winter Break, Spring Break or the end of the school year.

Information regarding application and conditions for non-compensatory leaves is available from the District Human Resource Department.

Whenever a teacher is temporarily separated from the District by reason of leave, it is the obligation of the teacher to inform the Human Resource Department immediately (within two [2] days of the change), of any change of address and telephone number. Failure to do so will void any rights to return as defined in this article until such time as the teacher does supply the Human Resource Department with a current address and telephone number. Such notification must occur in accordance with the timelines established in Section 3, Subd. 2.1 of this article in order for a teacher to be considered eligible to return.

SECTION 1. TYPES OF LEAVE

Subd. 1. Family and Medical Leave Act. Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures that coordinate contractual provisions with FMLA.

Subd. 2. Medical Leave of Absence. An employee who is unable to work due to illness/injury may request an unpaid medical leave.

2.1 The teacher shall provide, at the time of leave application, a Workability U.S. DOL WH-380 Form from his/her physician regarding the nature of the illness/injury and when the teacher will be able to resume work.

Subd. 3. Maternity Leave. It may be granted for reasons of pregnancy and/or the need to provide parental care for a child or children of the teacher for an extended period of time immediately following conclusion of pregnancy. This leave may be used in combination with sick leave as identified in 3.2 below.

3.1 The teacher shall also provide, at the time of application, a signed statement by her physician indicating the expected date of delivery and that the teacher is fully capable of meeting the requirements of her position until the date of the leave.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

3.2 The normal and usual period of paid sick leave recognized for post-pregnancy delivery recovery is a maximum of six (6) consecutive weeks; extension of sick leave time is subject to written verification by the attending physician that the teacher's period of disability continues.

3.3 A maternity leave without pay shall be granted for up to twenty (20) weeks. These twenty weeks are inclusive of paid sick time for disability due to pregnancy and/or delivery.

Subd. 4. Parental Leave. Unpaid parental leave shall be granted upon request subject to the provisions of this article. It may be granted for reasons of adoption or the need to provide parental care for a pre-school age child or children of the teacher for an extended period of time. This leave may be used in combination with up to thirty (30) days of paid sick leave as provided in Article 11, Section 1, Subd. 6.

Subd. 5. General Non-compensatory Leave. An employee may request a leave without pay or benefits for any reason, up to one (1) year in length. General non-compensatory leaves may be granted only once within a five (5) year period.

Subd. 6. Military Leave. Teachers shall be granted leave for military service as required by statute.

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. §354.66. 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.

Subd. 8. Short-term Non-compensatory Leave. A teacher who has completed probation in the District, shall be eligible to apply for short-term non-compensatory leave of up to a maximum of ten (10) days over the two (2) year period covered by this Agreement. Approved use of this leave shall not result in the loss of Employer contribution to health insurance premium. Approval of a short-term non-compensatory leave is subject to the approval from the appropriate principal/program administrator and to the following conditions:

8.1 Such leave may occur no more than twice in the two (2) year contract period, regardless of the number of days used.

8.2 Written application must be submitted for approval to the teacher's immediate supervisor and the appropriate principal/program administrator, at least ten (10) working days in advance of the date(s) requested.

8.3 The number of teachers in a location and in the District, the ability to cover the teacher's duties without undue disruption, and the number of days being requested for all types of leave or special activity will be among the considerations in granting or denying such requests.

8.4 No such leave shall be approved for use during the first two (2) weeks or the last two (2) weeks of school for students.

8.5 This leave may not be used to extend a break or holiday.

SECTION 2. APPLICATION PROCEDURES FOR NON-COMPENSATORY LEAVES.

Subd. 1. The teacher will send a completed Leave of Absence Request form along with any required documentation to the Human Resource Department at least two (2) calendar months (sixty [60] days) before the beginning of the intended leave, except in the case of an unexpected medical or family emergency. If a leave is requested for an entire school year for a non-emergency reason, application should be made no later than March 1 in the year preceding the leave. Requests submitted after March 1 are more likely to be denied. **Note:** Leave Application Forms are available on the District website at http://www.spps.org/Leave_of_Absence_Forms.html.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

SECTION 3. RETURN FROM LEAVE

Subd. 1. Definitions.

1.1 Appropriate Vacancy. "Appropriate vacancy" is a position of equivalent FTE status held by a teacher immediately prior to taking leave, and for which a teacher whose leave has expired is currently licensed, has taught in Saint Paul Public Schools, and for which no other teacher has rights.

1.2 Equivalent Position. "Equivalent position" is a position in the same subject area that the teacher held prior to taking the leave.

Subd. 2. Notification of Return from Leave.

2.1 The teacher must notify in person or by certified mail the Director of Human Resources, in writing on the appropriate form, **no later than March 1 or two (2) months prior to the originally-scheduled date of the leave termination**, whichever is earlier, of his/her specific intent to return to active service at the specified date or request an extension of the leave. Extensions are not routinely granted. **Return from Mobility Leave requires a February 1 notification of intent to return.**

2.2 TEACHERS WHO FAIL TO NOTIFY THE DIRECTOR OF HUMAN RESOURCES AS SPECIFIED IN 2.1 OF THIS SECTION WILL BE DEEMED RESIGNED.

2.3 A teacher whose leave is one (1) year or less and who desires consideration of a return date earlier than scheduled shall notify the District at least thirty (30) calendar days before the desired new date of return. The Human Resource Department will list the teacher for consideration at the earlier date; however, the District is not required to accommodate a return date earlier than was originally approved for the leave.

2.4 A teacher who is returning to work after a medical disability, whether resulting from a Worker's Compensation situation, a personal illness/injury, or pregnancy, and whether involving paid or unpaid leave, shall provide to the Human Resource Department the necessary medical information, along with his/her request to return to duty. The Human Resource Department will provide specific procedures, in compliance with state and federal law, to be followed for that teacher's circumstance.

Subd. 3. Return with Guarantee of Same Position

3.1 Teachers on short-term non-compensatory leaves of absence shall return to their same position.

3.2 Teachers on a maternity leave of up to twenty (20) weeks in the same school year, including all compensatory sick leave time taken at the conclusion of pregnancy, may return to their same position.

3.3 Teachers returning from a general non-compensatory leave who have been guaranteed a right to return to their same position will return to their same position, except in situations of staff reduction and/or discontinuance of position, where return to same position will be determined per 3.4 of this article.

3.4 If during the period of leave the site has become subject to layoff because of staff reduction and/or discontinuance of position, the least senior teacher in the affected area of licensure at the site shall be laid off. A teacher returning from leave who is guaranteed a same position will be laid off only if he/she is least senior in the license area to be laid off at the site.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

Subd. 4. Return with Guarantee of Equivalent Position

4.1 All leaves, except for leaves identified in Section 3, Subd. 3. of this article, have a guarantee of return to an equivalent position. This includes leaves that are scheduled to terminate during the school year and are extended to the end of the school year by the District due to lack of an appropriate vacancy.

4.2 A teacher whose leave expires at, or has been extended by the District to, the end of a school year shall return to a position through voluntary and/or involuntary transfer processes.

4.3 Any teacher scheduled to return from non-compensatory leave who has been offered and has accepted a reassignment position, relinquishes all rights to any further choice of available positions.

4.4 Should the number of teachers desiring to return from leaves that terminate during the school year exceed the number of available positions, assignments shall be made on the basis of scheduled leave termination dates. If termination dates are identical, assignments shall be made on the basis of seniority ranking.

4.5 A teacher who declines an offer to a position for which he/she is qualified shall be deemed resigned.

Subd. 5. Return After Voluntary Extension Requests and Leaves of More Than One (1) Year in Length (this Subd. only applies to teachers who have been on a Leave of Absence that began prior to July 1, 2001).

5.1 A teacher whose leave has been extended at his/her request such that the leave exceeds one (1) year in length, shall not have the rights of return described in Subd. 3 of this ~~S~~ection above. Return from leaves voluntarily extended beyond one (1) year shall be limited to a priority right before the hiring of new teachers. The District is not required to reassign or layoff any active teachers in order to place teachers desiring to return under these conditions. Teachers shall be reassigned by order of return date as appropriate vacancies arise, and by seniority in cases where leave return date requested are identical.

5.2 A teacher whose leave has been voluntarily extended shall have the right of recall described herein for twenty-seven (27) months beyond the initial twelve (12) month period not to exceed a total of thirty-nine (39) months. At the end of that period, the District is no longer obligated to consider the teacher for recall and the teacher's employment status will be terminated.

5.3 A teacher requesting return from a leave that has been extended beyond one (1) year who refuses a position offer shall relinquish all rights to any further consideration for reassignment and shall be deemed resigned.

ARTICLE 13. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY

SECTION 1. STATUS OF SCHOOL CALENDAR. The teachers' basic contract year, recesses, and holidays shall be as indicated on the school calendar. Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per M.S. §120A.42 and as indicated on the school calendar.

Subd. 1. Each opening week at each site, teachers will be provided a schedule of directed meetings and activities for the school year in order to accommodate individual and building-level professional planning. In the case of exigent circumstances, the annual school calendar may be changed to accommodate program/District needs with appropriate prior notice provided to staff.

ARTICLE 13. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

SECTION 2. BASIC CONTRACT YEAR

Subd. 1. For 2009-10 and 2010-11, the basic contract year shall consist of one hundred eighty-seven (187) teacher duty days. Evening conference are part of this one hundred eighty-seven (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.

Subd. 3. Community Education Teachers and other members of the teacher bargaining unit not defined as "teacher" under M.S. §122A.41:

Probationary teachers not covered under the teacher tenure act shall be deemed to be in a probationary period during the 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 for cause during the probation period and the teacher will have no right of appeal. For the period of service following probation, discipline and discharge may be appealed by the teacher under the terms of the grievance procedure as provided by the labor agreement.

Subd. 4. Probationary Teacher In-Service Days

Probationary teachers may be required by the District to be on duty for the equivalent of seven (7) additional duty days in each probationary year beyond teacher duty days in the basic contract year. These will be in-service days or special in-service events for the specific purpose of participating in probationary teacher training programs and activities prescribed by the District.

4.1 Probationary teachers will be paid for actual time worked based on the hourly rate for workshops in Appendix D.

4.2 If any teacher who initially elected to receive in-service credit prior to January 1, 1998, rather than monetary compensation leaves the service of the District for any reason prior to completing probation and being renewed for the fourth (4th) year of service, such teacher will be paid the appropriate rate in effect at the date of the activity for the proportion of probationary teacher training in-service he/she has completed without monetary compensation, unless the in-service credits have already been used to gain a lane change.

4.3 When an experienced teacher who has attained tenure in another District is employed, the District will assign the teacher to participate in at least the equivalent of one (1) full year component of this training. The teacher may request to participate in additional segments of this training program, and if approved by the District, may do so. The District may elect to incorporate additional segments of the training program into an improvement plan for the teacher.

4.4 Probationary teachers who earned in-service credit in the Probationary Teacher Program prior to January 1, 1998, will be able to use in-service credits pursuant to Article 8, Section 2, Subd. 1.6. All such credits earned may be used in combination with other approvable undergraduate/graduate credits for a complete lane change, if used within a three (3) year period after completion of probation.

ARTICLE 13. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

SECTION 3. LENGTH OF TEACHERS' DAY

Subd. 1. For all teachers, the school day on which salaries shall be based is the period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for teachers. It shall include a daily duty-free lunch period. However, a teacher may accept an extra pay assignment in lieu of the duty-free lunch period.

It is recognized that every teacher's professional day, whether classroom or support staff, extends beyond student-contact hours to include time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education, and other professional responsibilities of the teacher.

It is further recognized that these additional activities are not necessarily accomplished in the building to which the teacher is regularly assigned, and if the teacher leaves the building, it is to be for professional or extraordinary personal reasons.

Subd. 2. Evening Conference Time. The District may assign any or all teachers in K-12 instructional programs, to be present for duty on two (2) evenings during each semester, for up to three (3) hours per evening, for consultation, conferences, and meetings with parents and/or students. School sites may schedule additional evening conferences as needed within the one hundred eighty-seven (187) duty day work year. Teachers may be granted compensatory time off on a date specified by the District, on a similar pro rata basis.

Subd. 3. Elementary Planning Time. The District will provide preparation/planning time for elementary classroom teachers on the basis of fifty (50) minutes per school day, or the equivalent.

Preparation periods shall be provided, as a norm, on each day, and shall be not less than twenty-five (25) minutes nor more than sixty (60) minutes in length.

Eligible teachers shall include:

- Grade 1-8 elementary school classroom teachers.
- Physical Education and Music Itinerant teachers.
- Special Education neighborhood school classroom teachers as listed:
 1. Early Childhood Special Education classroom teachers.
 2. Mental Impairment/Mild-Moderate classroom teachers.
 3. Mental Impairment/Moderate-Severe classroom teachers.
 4. Specific Learning Disability classroom teachers.
 5. Emotional or Behavioral Disorder classroom teachers.
 6. Physical Impairment classroom teachers.
 7. Hearing Impairment classroom teachers.
 8. Autism classroom teachers.

Thirty (30) minutes of preparation/planning time for kindergarten teachers is normally provided between morning and afternoon sessions with students, and does not involve time away from students during the students' day. The additional twenty (20) minutes per day (equivalent) will be provided as scheduled by the District.

Subd. 4. Secondary Preparation/Planning Time

Within the student day, for every twenty-five (25) minutes of classroom instructional time assigned to a secondary classroom teacher on a regular daily basis, five (5) additional minutes of preparation time shall normally be provided in one or two uninterrupted blocks during the student day. Variations developed by the principal and staff in any school building and approved by the Superintendent and the Board of Education, shall be permitted, so long as the intent of this provision is observed, and the approximate equivalent to the preparation time per day prescribed herein, is provided within a week.

ARTICLE 13. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY (continued)

4.1 Part-time teachers will not normally be allocated preparation/planning time pursuant to this formula. If a teacher's part-time assignment is at least .5, and he/she is assigned at least three (3) full hours of classroom instruction per day, then he/she shall be eligible for one-half (1/2) hour's pay per instructional day at the Appendix D rate as provided in Article 9, Section 9, Contract Teachers as Substitutes. Part-time assignment in excess of .5 but less than .99 shall generate eligibility for this one-half (1/2) hour daily compensation. There is no prorated factor above one-half (1/2) hour.

SECTION 4. PREPARATION/PLANNING TIME PROVIDERS. Teachers whose primary assignment is to provide instruction for classes of students during the preparation/planning periods afforded classroom teachers, shall normally be scheduled for a maximum of ten (10) class sessions per day. These class sessions may include fifty (50) minute periods as well as the more typical twenty-five (25) minute periods. If it becomes necessary to assign such a teacher to more than ten (10) class sessions per day, that teacher will be additionally compensated based on the rates as defined in Appendix D, Hourly Rates for sessions in excess of ten (10), using the shortest period(s) of the day to compute any compensation due. A teacher who voluntarily accepts or seeks assignment of more than ten (10) class sessions shall not be eligible for this additional compensation.

SECTION 5.

All special education licensed service providers shall be excluded from student supervision assignments within the duty day except in an emergency basis or when a teacher accepts an extra-curricular lunch assignment and is paid the stipend per Appendix D.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION

SECTION 1. PURPOSE. The purpose of this article is to provide a systematic procedure for making personnel changes affecting members of the teacher bargaining unit when such changes become necessary because of staff reduction.

Community education teachers as defined under M.S. §122A.26 and other members of the teacher bargaining unit who are not defined as a "teacher" under the Teacher Tenure Act, M.S. §122A.41, shall have staff reduction and transfer rights limited to the provisions within Article 14. Any rights under M.S. §122A.41 or reference to M.S. §122A.41 referenced within Article 14, including "Stranding or Realignment Requirements" shall not be applicable to these employees defined in this section.

It is understood that teachers who have achieved tenure with the District and have been subsequently reassigned as Community Education Teachers or to positions that fall outside the definition of "teacher" under M.S. §122A.41 remain tenured teachers within Saint Paul Public Schools and maintain their rights under the Tenure Law.

SECTION 2. DEFINITIONS. For the purposes of this article, terms are defined as follows:

Subd. 1. "Teacher" shall have the meaning prescribed in Article 3 with the following modifications:

1.1 Tenured teachers who take professional positions requiring Minnesota Department of Education licensure, and who are involuntarily demoted from their professional positions fall within the definition prescribed in Article 3, shall be considered as teachers pursuant to M.S. §122A.41.

1.2 Casual substitute service shall be excluded from the provisions of this article.

1.3 Acting incumbent service and long-term substitute service shall be excluded from the provisions of this article except as referenced in Section 3, Subd. 5 as part of the description of procedures for seniority listing.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

1.4 Effective January 1, 1984, part-time contracted teachers shall have seniority rights described in Sections 4, 5, and 7 (Layoff, Reinstatement, Demotion), only for an equivalent or less part-time position for which the teacher is qualified, unless the part-time contracted teacher has previously held a full-time position and has been involuntarily reduced to part-time employment as a direct result of staff reduction actions taken under these procedures. In that event, the teacher retains whatever seniority claim he/she would have had as a teacher on layoff if a full-time vacancy becomes available for which he/she is qualified. A part-time contracted teacher who has held a full-time position, and has voluntarily reduced to part-time status has only the above-mentioned seniority rights to an equivalent or lesser part-time position.

1.5 Job Share Teams shall have seniority rights as defined in Article 7, Section 3.

Subd. 2. "Acting Incumbent Substitute Service" is that service performed by teachers contracted to fill a specific temporary vacancy for a named member of the teacher bargaining unit.

Subd. 3. "Qualified" shall mean that teachers are properly licensed by the State Board of Teaching in that subject area, or department.

Subd. 4. "Board" shall mean the Board of Education as defined in Article 3.

Subd. 5. "Superintendent" shall mean the Superintendent of Schools as defined in Article 3.

Subd. 6. "Involuntary Transfer" shall mean an involuntary change of assignment by reason of staff reduction which is other than a demotion and which involves a relocation to another building. It shall exclude all assignments which are essentially itinerant, except itinerant physical education and music teachers, and librarians, shall be included in the following manner:

If the "home school" assignment as designated by the Superintendent is changed, the involuntary transfer procedure shall be invoked. Changes of other assignments may be made without reference to the involuntary transfer procedure.

Subd. 7. "Demotion" shall mean a change of assignment by reason of staff reduction which results in a lower annual or monthly contract salary; the discontinuation of extended year assignment, pursuant to Article 8, Section 4, Subd. 3 and 4 is excluded from this definition.

Subd. 8. "Layoff" shall mean an involuntary termination of employment by reason of staff reduction with loss of compensation and benefits except as provided herein.

Subd. 9. "Department" is defined:

- a) for purposes of layoff identification, and for placement preferences from the involuntary transfer list, to mean teaching positions throughout the District which require the same licensure, and
- b) for purposes of selecting the teacher(s) to be placed on the listing for involuntary transfer, to mean positions within a particular school building or program which require the same licensure, subject to the exclusions noted in Subd. 6 of this section, and the provisions of Section 6.
- c) Effective with the 2004-05 school year, a teacher in a non-classroom position in 2003-04, such as a curriculum coordinator or school-wide enrichment teacher, whose position has been eliminated will have the right of reassignment to a classroom position within their current building on the basis of their seniority. Non-classroom positions and building specialist positions assigned by the principals or filled through a posting and interviewing process are not open to seniority bumping.

Programs housed in a building may be exempt from the effects of staff reduction elsewhere in the building.

Subd. 10. "Program" shall mean a teaching position or a group of teaching positions established to accomplish specific goals or objectives. Such positions are characteristically budgeted or funded in part or wholly separate from the general budgeting or funding for teaching positions. A program may contain one or more departments.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

Subd. 11. "Seniority" shall mean a date ranking based upon continuous service within the Saint Paul Public Schools. Accumulation of seniority shall commence upon the first day of regular continuous service and shall continue until termination of the employment of the teacher, subject to the further provisions of this article. Except as specifically provided within this article, seniority shall not accrue for casual, long-term or acting incumbent substitute service.

11.1 Time spent on leave of absence of more than one (1) year in duration shall not be used to compute seniority, except that time spent on compensatory leaves and military leaves as required by M.S. §192.261 shall apply.

11.2 Seniority shall not apply to extracurricular, hourly, and temporary assignments, nor to any positions assigned in addition to the teacher's contractual assignment, nor to part-time contracted assignments, except as specifically provided in Subd. 1, 1.4, of this section.

11.3 A teacher's seniority ranking is a single numerical ranking which is applicable for all active licenses.

Subd. 12. "Staff Reduction" is defined:

- a) for references to layoff, to mean reducing the number of a specifically licensed position within the District, and
- b) for references to involuntary transfer, to mean reducing the number of a specifically licensed position in a specific building or program.

SECTION 3. PROCEDURES: SENIORITY LISTING

Subd. 1. The District shall compile and maintain a listing of seniority of teachers in accordance with the provisions of this article.

Subd. 2. Basic seniority is derived from the date of contract employment as defined in Subd. 11 of Section 2.

Subd. 3. Time spent on approved leave of absence shall not alter a teacher's seniority except as provided in Section 2, Subd. 11.1.

Subd. 4. When basic seniority is identical for two (2) or more teachers in a license area, seniority shall be determined by the lower or lowest file folder number listed on the teacher's Minnesota Teaching License.

Subd. 5. Acting incumbent substitute service and long-term substitute service shall be excluded from the provisions of this article except that when acting incumbent service or long-term substitute service, is immediately followed by a contract for regular employment, such uninterrupted acting incumbent service or long-term substitute service shall be included in determining seniority.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 4. PROCEDURES: TEACHER VOLUNTARY TRANSFER

Subd. 1. Board Design. The federation and District have agreed to a transfer process design that allows teachers eligibility to voluntarily transfer to other site or programs within the District while protecting the job rights for those teachers whose positions were eliminated at their previous assignments. Experience has shown that the process described below provides more opportunities for teachers to move to other assignments within the District, better opportunities for teachers to participate in the selection process for staff team members, and protection of teachers' seniority rights to other positions in the event of position reductions.

Subd. 2. Definitions

2.1 "Vacancy" shall mean an open and available teacher position which is to be filled, and for which appropriate licensure is the minimum requirement for candidates to be considered for the position, and to which no other person has rights (also referred to as "generic" vacancies).

2.2 "Posted positions are excluded from these group processes for transfers. Classroom teachers who are qualified and interested in posted positions are urged to apply. Posting, interviewing, and assignment to posted positions by the Human Resource Department shall continue throughout all steps of this process. Posted positions will not be listed or treated as vacancies for placement in the involuntary or voluntary transfer process.

Subd. 3. Voluntary Process

3.1 Teachers returning from leave who have by March 1 made written commitment to return to work should also participate in this voluntary transfer procedure.

3.2 Teachers who occupy positions which are essentially itinerant or are regularly assigned by District administration (such as counselors, nurses, psychologists, and so on) may participate in these procedures only to seek assignment to a classroom teacher position in a subject area for which they are licensed. Teachers in itinerant positions should contact the program person in charge of scheduling to request movement to a different location.

3.3 Special Education and ELL teachers may use the voluntary process only for reassignment to other Special Education and ELL positions.

3.4 Beginning March 1, 2006, the Human Resource Department will identify new classroom positions on the Human Resources Job Openings Website that are submitted by principals through the staff requisition process. The listings are limited to new positions created by staffing changes by reason of staff resignations, transfers, leaves and student enrollment changes that occur and affect the staffing composition and the need for teacher placement in the following school year. Teachers may submit their name for consideration for transfer by applying for the listed vacancies and following the application instructions on the job openings website. The listing of vacancies is not open to grievance and is only intended to enhance the voluntary transfer process and provide teachers with information about transfer opportunities.

3.5 Principals will create a site selection team that includes teachers in the building/program. Each building/program should have an interview schedule and then bring in teachers who have expressed an interest in the building/program for interviews. Teachers are encouraged to bring resumes or portfolios of their work. Sites are encouraged to have portfolios, site improvement plans or other information for teachers to review.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

3.6 If a vacancy is not currently available at that location, teachers may sign up with a site anyway to indicate interest in case of future openings.

3.7 The following list of teachers are ineligible for voluntary transfer unless approved by the Human Resource Department: Probationary teachers, (exception for teachers completing their third year 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.

3.8 The District may hire new teachers concurrent with the voluntary transfer procedure.

3.9 Teachers currently contracted on part-time status of half time or more without contractual rights to return to full time may participate in interviews for part-time or full-time assignments unless ineligible for other reasons as indicated herein.

3.10 Once a teacher has accepted an offer, their previous position becomes available for placement of other teachers participating in the voluntary/involuntary process. Teachers are eligible for only one (1) voluntary transfer per school year. Exceptions may be granted by the Superintendent and the principal.

3.11 The voluntary transfer process will continue through the third week in June. On July 1, a list of remaining vacancies will be mailed to unassigned teachers as part of the involuntary transfer process.

3.12 Once the new school year begins, vacancies created by new staff allocations due to enrollment increase may be filled by long term substitutes until enrollment stabilizes or an enrollment count is defined in October. Teachers remaining unassigned or who were displaced by enrollment decline will be reassigned through the involuntary transfer process.

Subd. 4. Special Restrictions

4.1 Transfers of "hard to find" licensed teachers. Teachers who have been hired and/or are currently assigned to teaching positions in "hard to find" license areas can be excluded from the transfer process/arena if there are very few competent teachers of the same licensure available in the employee "market" to fill these positions. This lack of availability of replacement teachers will be determined by the Human Resource Department before excluding such teachers from participation in the transfer process. If a specific license area is to be excluded or limited, that information, and the reasons for the restriction, will be identified in a report to the Professional Issues Committee (PIC) typically at the January meeting. Teachers so affected may transfer to alternative sites only within the identified "hard to find" license areas.

4.2 Full-Time Equivalent Status Change. Teachers who request and for whom the District has granted a status change from full-time to part-time shall be assured a return to an equivalent (full-time) position if the part-time status is maintained for one year or less (unless extended to the end of the school year by the Human Resource Department). This provision is void if the teacher is affected by staff reduction process. NOTE: The District has no obligation to grant requests for movement from full-time to part-time status.

If the return to full-time comes at the end of the school year, the teacher shall be placed in the pool for placement.

If part-time status extends beyond one year at teacher's request, there are no guarantees, claims or rights to full-time status.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 5. PROCEDURES: INVOLUNTARY TRANSFER

Subd. 1. When involuntary transfers are necessary, teachers within the building, department or program being reduced shall be placed on the involuntary transfer list in the inverse order of their seniority.

For a full-time teacher assigned in more than one location, his/her seniority ranking shall apply to:

- a) the building in which the majority of the teacher's teaching time is assigned,
- OR
- b) both buildings if teacher's time is evenly divided between two buildings.

Subd. 2. Teachers who have been placed on the involuntary transfer list shall be provided a list of known vacancies within the District. The list of vacancies will be mailed no later than July 1. The teacher shall indicate from this listing her/his priority of preferred assignments for which she/he is qualified as defined in this article.

Subd. 3. The reassignment of teachers involuntarily transferred shall be made by using their expressed preferences by order of seniority within the further limitations of this Subd:

3.1 Teachers shall have filed with the Human Resource Department a current address, telephone number, and e-mail address. Inability of the Human Resource Department to reach a teacher because of the teacher's failure to inform that office of a current telephone number and address shall void the teacher's right to reassignment until such current address and telephone number are received in the Human Resource Department.

3.2 Seniority rights are limited to the vacancies existing (for example, resignation has been received by Human Resource Department) at the time the teacher is contacted for reassignment.

Subd. 4. If one or more positions previously closed in a school, department or program are reopened prior to the first duty day for teachers in the school year, teachers with the most seniority who were previously required to leave that school, department or program shall have the option of returning to that assignment. This provision shall apply only if the teacher can be contacted by the Human Resource Department. Such option must be exercised by the teacher at the time the Human Resource Department contacts the teacher. The same return option may apply through the first full week in September, subject to the consent of the receiving supervisor.

Subd. 5. Requests for voluntary transfers shall not be honored after the mailing date provided in Subd. 2 of this section until teachers on the involuntary transfer list have been placed or have expressed no interest in the positions being requested by teachers seeking voluntary transfers.

Subd. 6. Administrators of programs which have need for teachers with special interests or abilities in addition to licensure shall utilize this procedure to the extent possible. However, where such needs cannot be filled by this procedure, exceptions shall be permitted in order to establish or maintain the program activities requiring these special interests or abilities.

Subd. 7. In the event that involuntary transfer of a teacher becomes necessary at a time other than prior to the beginning of the school year or other unique situations arise which were not anticipated and may not fall under the specific provisions of this article, such personnel changes shall be individually processed in a manner consistent with the general intent of this article, which is that seniority and qualification as defined herein shall govern.

Subd. 8. A teacher may volunteer to be considered for the involuntary transfer process by so advising the principal or the Human Resource Department in writing prior to March 1. No such volunteer, if accepted and listed for involuntary transfer, may then withdraw from such process for that school year, except with the approval of the Human Resource Department.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 5. PROCEDURES: INVOLUNTARY TRANSFER (continued)

Subd. 9. When a school is closed or consolidated with another school, the transfers of teachers from the closing or consolidating building, which result from such closing or consolidation, shall be treated as involuntary transfers under the provisions of this section, in the following manner:

9.1 The basic assignment of a teacher is to a staff/student population (a school), rather than to a physical facility (a building).

9.2 The most senior qualified teachers shall have the first right to remain in the original assignment, except that in the case of a closing building, no teacher in the receiving building(s) shall be displaced involuntarily.

9.3 If the staff is reduced in a school involved in the merger, the least senior teachers in the program or department being reduced shall be those transferred except that if a more senior teacher wishes to volunteer for transfer from that school, the teacher shall have the right to transfer. In that instance, these conditions will prevail:

(a) The transfer volunteer shall have the opportunity for interview with the principal of the other (receiving) school(s) involved in the merger, if requested, with the understanding that the District has no obligation to assign the transfer volunteer to that school.

(b) If the transfer volunteer is not assigned to another school involved in the merger, that teacher's name shall be placed on the involuntary transfer list, and the same rights shall pertain as those of other teachers so listed.

(c) The transfer volunteer shall have waived any right to reclaim a position in the school to which the teacher was originally assigned. However, if a position is open in that school, the teacher shall have the rights provided in the other provisions of this section.

SECTION 6. PROCEDURES: LAYOFFS

Subd. 1. Layoff of teachers shall be made in the inverse order of seniority within the departments and/or programs in which they have been employed. No qualified teacher shall be laid off if there is any other like qualified teacher with less seniority in the same program or department.

Subd. 2. Pursuant to M.S. §122A.41, teachers shall be notified by the Board in writing at least thirty (30) days prior to the effective date of the layoff. Teachers shall be given in writing, the reason for such action at the time the notice is given.

Subd. 3. Any teacher laid off pursuant to these provisions may engage in teaching or any other occupation during the period of such layoff and may be eligible for unemployment compensation if otherwise eligible by statute for such compensation without loss or reduction of reinstatement rights except as provided within this article. Layoff shall not result in the loss of seniority earned provided reappointment occurs within thirty-nine (39) months of the effective date of layoff.

SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF

Subd. 1. No new teacher shall be employed to fill a vacancy when any teacher qualified to fill such position is on layoff and is available to fill such vacancy.

1.1. No teacher returning from leave of absence shall be assigned to fill a vacancy when any more senior teacher who is qualified for the position is on layoff and is available for the assignment.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

1.2 The Human Resource Department shall rank those teachers scheduled to return from approved leaves for an approaching school year, by seniority order, according to their areas of licensure. For purposes of return from leave when there are similarly qualified teachers on layoff, the definition of "appropriate vacancy" in Article 12, Section 3, Subd. 2, of the Agreement is further amplified as follows:

"A vacancy is only appropriate for a teacher awaiting return from leave whenever said teacher is not only qualified for the position, but also has greater seniority than any other similarly qualified teacher who remains on layoff."

1.3 A teacher may advise the Human Resource Department, in writing, within thirty (30) days after the effective date of layoff that he/she waives all recall rights in a specific (named) licensure he/she holds. The District is then relieved of any and all obligation to consider or contact the teacher for recall in such license. This waiver, once delivered to the Human Resource Department, cannot be revoked or withdrawn by the teacher.

1.4 No teacher who has been properly laid off pursuant to these procedures may, after the effective date of such layoff, displace any teacher properly retained (even if such retained teacher is similarly qualified and less senior), by delivering to the District a teaching license, either new or renewed, which had not been registered with the District prior to the layoff.

Subd. 2. Teachers on layoff shall be reinstated to the positions from which they have been laid off. Teachers as defined under M.S. §122A.41 shall have the right of recall to other available positions in the District in departments or programs in which they are qualified as such positions become available provided such assignment would not result in a promotion.

Subd. 3. Offers of reinstatement shall be made to teachers on layoff in seniority order, beginning with the greatest seniority.

Subd. 4. Whenever a teacher is temporarily separated from the District by reason of layoff, it is the obligation of the teacher to inform the Human Resource Department immediately (within two [2] days) of any change of address and telephone number. Failure to do so will void any rights to return until such time as the teacher does supply the Human Resource Department with a current address and telephone number. When the proper information is received, if the teacher is still within the thirty-nine (39) month recall rights period, then that teacher's name will be restored to the appropriate remaining layoff list in appropriate order. No teacher already recalled shall be displaced.

Subd. 5. If a position becomes available for a qualified teacher on layoff, the District shall telephone or, if the teacher is not reached by telephone, then send by certified mail, notice to such teacher who shall have two (2) week days to respond to the telephone call and accept reinstatement or seven (7) calendar days from the date of mailing of such notice to accept reinstatement. Failure of such written notice to reach a teacher shall not be the responsibility of the District if sent pursuant to these provisions. Failure of the teacher to respond to either notice and accept reinstatement within the specified periods shall constitute a waiver on the part of the teacher of any and all rights to reinstatement then or thereafter.

Subd. 6. Teachers on layoff who are not otherwise gainfully employed by contract and who refuse reappointment to (a) vacant position(s) for which they are qualified, waive all rights to reinstatement, then or thereafter.

ARTICLE 14. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

6.1 Refusal of an offered position because a teacher is otherwise gainfully employed by verified contract shall be permitted within these specified conditions. A teacher who is gainfully employed by contract may retain a right to later recall consideration, by delivering to the District and the Union, by certified mail or hand delivery, within five (5) calendar days after being offered an assignment, a letter stating the date after which he/she will have concluded the current contract obligation and will be available for recall. Such period shall not extend beyond the actual concluding date of recall eligibility. The District has no obligation to consider or contact the teacher regarding vacancies/recall during such period of verified contractual employment.

6.1.1 Only gainful employment based on an actual contractual commitment verified by the teacher shall qualify for this Subd. 6.1 exception.

Subd. 7. Reinstatement rights provided within this article shall terminate thirty-nine (39) months after the effective date of the layoff.

SECTION 8. PROCEDURES: DEMOTIONS

Subd. 1. Demotions shall be determined within a department or program on the basis of seniority, the teacher with the least seniority being demoted.

Subd. 2. The teacher who is demoted shall have the right to claim the next best vacant position for which qualified; however, if two (2) or more demoted teachers with equal rights claim the position, the demoted teacher with most seniority shall be assigned to the position. "Next best position" shall refer to that position which affords the teacher the least economic loss. Such right of demoted teachers shall take precedence over seniority rights of teachers on the involuntary transfer list.

Subd. 3. Teachers demoted under these provisions shall have the right to resume the position from which demoted in the event the position is re-established, provided that the teacher remains qualified for the position.

Subd. 4. In the event a vacancy occurs in a position intermediate to the one from which the teacher was demoted and the one to which the teacher was subsequently appointed as a result of the demotion, that teacher shall have the right to claim such intermediate position if the teacher is qualified for the position.

Subd. 5. If no vacancy occurs for which a demoted teacher is qualified, and such demoted teacher has least seniority within departments or programs for which qualified, the teacher shall be placed on layoff and shall have the rights and obligations provided in Section 4 of this article; however, no qualified teacher shall be laid off if there is any other qualified teacher with less seniority in the same program or department.

Subd. 6. The rights of reinstatement or placement in an intermediate position provided in Subd. 3 and 4 of this section shall terminate thirty-nine (39) calendar months after the effective date of the demotion. Refusal of any offer of reinstatement or placement in an intermediate position shall result in immediate termination of such rights.

ARTICLE 15. GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously, and at the lowest administrative level.

SECTION 2. DEFINITIONS

Subd. 1. A grievance is an allegation that there has been an explicit violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. "Teacher," "Board," "Federation," and "PELRA" as used herein shall have the meanings defined in Article 3 of this Agreement.

Subd. 3. "Days" shall mean teacher duty days within the teacher's contract year. "Days" shall mean weekdays, exclusive of holidays, when outside the teacher's contract year.

Subd. 4. "Grievant" shall mean a teacher, or the Federation as the exclusive representative of all teachers.

Subd. 5. "B.M.S." shall mean the Bureau of Mediation Services of the State of Minnesota.

SECTION 3. GENERAL PROVISIONS

Subd. 1. Representation. The Federation is the exclusive representative of teachers under the provisions of the grievance procedure. A grievance appealed beyond the informal level of Step I must be approved and carried by the Federation.

The Board may be represented at all levels of these procedures by the person or agent designated by the Board to act on its behalf.

Subd. 2. Time Limits. The time limits set forth in this article may be extended by mutual consent of the parties, but if not extended, they shall be strictly observed.

Failure to file a grievance or appeal in writing within the stipulated time limits shall constitute a waiver of the grievance claim and the grievant shall relinquish the right to process the grievance.

Failure by the Board or its representative to issue a decision within the stipulated time limits shall constitute a denial of the grievance and the grievant may appeal to the next level.

Subd. 3. Waiver of Steps. By mutual consent, the parties may waive any step in this procedure. If the event giving rise to the grievance occurred because of action of an administrator other than a principal or an immediate supervisor, the grievance process may commence at Level Three within twenty (20) days after the occurrence of the event leading to the grievance.

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.

ARTICLE 15. GRIEVANCE PROCEDURE (continued)

SECTION 4. RIGHTS OF THE PARTIES

Subd. 1. Stenographic Assistance. No recording device shall be utilized at Levels One, Two or Three of these procedures and no person or persons shall be present for the sole purpose of recording the discussion at these levels.

All parties shall have the right to stenographic assistance at their own expense at Level Four of these procedures. By mutual consent, the cost of a transcript or recording at these levels may be shared by those consenting.

SECTION 5. NO REPRISAL. The fact that a grievance is raised, regardless of its ultimate disposition, shall not be recorded in the teacher's personnel file or in any file or record utilized in the evaluation or promotion process; nor shall such fact be used in any recommendations for job placement; nor shall a teacher be placed in jeopardy or be subject to reprisal for having followed these grievance procedures.

SECTION 6. FORFEITURE. The parties shall follow the procedures set forth herein with respect to any grievance which has formally arisen and shall not pursue another course of action to resolve grievances.

The breaching of this provision shall invoke the provisions of Section 3 against the breaching party in the same manner as though time limits had expired.

SECTION 7. ADJUSTMENT OF GRIEVANCES

Level One Before any written grievance is submitted, the teacher may meet informally with the principal or immediate supervisor in an attempt to resolve the grievance. The Federation building steward or other Federation representative may be present at such discussion.

Level Two If the grievance is not settled at Level One, the grievance shall be reduced to writing and shall include specific reference to that section of this Agreement allegedly violated. The written grievance shall be submitted by the Federation to the principal or immediate supervisor within twenty (20) days after the occurrence of the incident giving rise to the grievance. The decision at this level shall be communicated in writing to the grievant within five (5) days after receipt of the grievance.

Level Three If the grievance is not resolved at Level Two, the grievance shall be submitted within seven (7) days after receipt of said decision to the Superintendent. Within seven (7) days after receipt of the grievance, the Superintendent shall meet with the grievant to attempt to resolve the dispute. The grievant shall be given at least two (2) days' notice of the meeting. Within seven (7) days after such meeting, the Superintendent shall communicate his decision in writing to the grievant.

ARTICLE 15. GRIEVANCE PROCEDURE (continued)

SECTION 7. ADJUSTMENT OF GRIEVANCES (continued)

Level Four Arbitration. If the grievance is not resolved at Level Three, arbitration of the dispute may be requested by the Federation and utilized subject to the following provisions:

- a) Request. The request to submit a grievance to arbitration shall be made in writing to Superintendent within ten (10) days after receipt of the Level Three decision.
- b) Selection of Arbitrator. Within ten (10) days after receipt of the request for arbitration, the Superintendent and the Federation shall meet to select an arbitrator. If agreement on an arbitrator is not reached at this meeting, the Federation may request a list or panel of arbitrators from B.M.S., provided such request is made within ten (10) days after the meeting. Within five (5) days after the receipt of the B.M.S. list, the Superintendent and the Federation shall meet for the final selection of the arbitrator which shall be made from the submitted B.M.S. list by the alternate striking of listed names until only one name remains, provided, however, that the parties may mutually agree on a different method of selecting an arbitrator from the B.M.S. list.
- c) Hearing. Upon appointment, the arbitrator shall schedule a hearing de novo at which the Superintendent and the Federation have the right to representation as they may choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the grievance before the arbitrator. The arbitrator shall not be bound by formal rules of evidence. Not more than one grievance before the arbitrator shall be heard by the arbitrator at one time.
- d) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Board and of teachers.
- e) Decision. The decision by the arbitrator shall be rendered within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his decision shall be binding on the parties subject to the conditions and limitations in PELRA.
- f) Expenses. The Superintendent and the Federation shall share equally the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring the expense, except that by mutual agreement, the parties may share any such expenses.

ARTICLE 16. DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS. This Agreement shall remain in full force and effect for a period commencing July 1, 2009, through June 30, 2011, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2009, it shall give written notice of such intent no later than May 1, 2009. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to March 1 of the expiration year of this Agreement except by mutual agreement.

SECTION 2. EFFECT. This Agreement constitutes the full and complete Agreement between the Board and the Federation, as the exclusive representative of the teachers. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment which are inconsistent with these provisions.

SECTION 3. FINALITY. Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except as stated in this Agreement.

SECTION 4. SEVERABILITY. The Board, all teachers and all provisions of this Agreement are subject to the regulations and the directives of the State Board of Education and the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect, and the parties shall meet and negotiate for the purpose of agreeing to a substitute provision.

SECTION 5. MATTERS NOT COVERED. With regard to matters not covered by this Agreement which are terms and conditions of employment for teachers, the Board shall make no changes which are inconsistent with or in violation of any terms of this Agreement or provisions of PELRA.

SECTION 6. INTERPRETATION OF PROVISIONS OF AGREEMENT. As to matters regarding the interpretation of provisions of this Agreement which arise other than through the grievance procedure, the parties shall meet for the purpose of discussing and clarifying the original intent of the particular provision in question. Questions resolved through this procedure shall not be resubmitted through the grievance procedure.

SECTION 7. EXPERIMENTAL PROGRAMS. The parties agree that the contract may be amended to allow unique and innovative programs and provides the flexibility with which to try new methods to improve student achievement. Special grants and experimental programs will normally conform to the terms of the teacher labor agreement governing compensation, benefits and other working conditions. Exceptions may be allowed in specific instances with agreement from both union and the District. When it is determined that an exception to the terms of the labor agreement is warranted, the District and union will grant waivers as necessary that are specific to the program or circumstance and will not modify the remaining provisions of this agreement. Requests for waivers should be submitted to the District and the union during the grant writing process and prior to the final submission of the grant.

ARTICLE 17: SCHOOL RESTRUCTURING

SECTION 1. INTRODUCTION.

Subd. 1. The District and the Union agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to restructure schools when it is deemed necessary. These Restructured Schools must be free to choose their own staffs, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, modify scheduling, improve instruction programs and pedagogy, and recognize teacher and leader effectiveness in accordance with state and federal guidelines and statutes. This article will be used where applicable when restructuring is required by the Board or by state and federal guidelines.

Subd. 2. Restructured Schools shall remain within the District and employees shall maintain their representation by the Saint Paul Federation of Teachers.

Subd. 3. It is the intent of the parties that teachers and administrators in these schools will work collaboratively to create effective learning environments for students. Teachers, other school staff and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools.

Subd. 4. Schools are eligible to begin the process of restructuring when they reach the so-called "Pre-Restructuring Year" as defined by the Elementary and Secondary Education Act (ESEA) or as deemed necessary by the Board. In the event both parties agree that a change in federal law requires reconsideration of this subdivision, the parties are free to re-open negotiations on this subdivision alone. This subdivision shall remain in force until superseded by a new agreement on the requirements that must be met for a school to begin the process of restructuring.

SECTION 2. STATUS OF TEACHERS WHO WORK IN RESTRUCTURED SCHOOLS.

Subd. 1. All teachers who elect and are selected to work in restructured schools shall maintain their full status as members of the Saint Paul Federation of Teachers teacher bargaining unit and as employees of the Saint Paul Public Schools.

Subd. 2. Teachers shall continue to receive the compensation set forth in this Agreement as well as all benefits called for in this Agreement and in Minnesota State Law (e.g. pension benefits), subject to possible adjustment as described below in Section 4 of this article.

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

Subd. 4. Teachers shall maintain and continue to accrue seniority as teachers within the District.

Subd. 5. Teachers at restructured schools shall be subject to overall District nonrenewal and layoff provisions of this Agreement and as defined in state law.

SECTION 3. ASSIGNMENT AND TRANSFER.

Subd. 1. Teachers shall work in Restructured Schools on a voluntary basis. When a school is designated as a Restructured School and an approved Election to Work Agreement is in place, existing teaching staff will be invited to apply to remain in the school. The principal of the school and/or Superintendent shall have the authority to determine which teacher applicants will be accepted. The application and selection process will be clearly communicated in the Election to Work Agreement.

Subd. 2. Teachers who request a transfer out of a Restructured School shall be allowed to utilize the voluntary/involuntary transfer processes as defined in the labor agreement.

No teacher on an Improvement Plan may transfer into or out of a Restructured School except with permission of the Superintendent.

ARTICLE 17: SCHOOL RESTRUCTURING (continued)

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

Subd. 3. Teachers at a school to be restructured who are not selected to staff the Restructured School shall be transferred to another District teaching position through the voluntary/involuntary transfer processes as defined in the labor agreement.

SECTION 4. WORKING CONDITIONS IN REATRUCTURED SCHOOLS.

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

- a. Article 9, Section 4: Additional Daily Teaching Assignments
- b. Article 13, Section 1: Teachers' Basic Contract Year and Teachers' Day (School Calendar)
- c. Article 13 Section 2, Subd. 1: Teachers' Basic Contract Year and Teachers' Day (Basic Contract Year)
- d. Article 13, Section 3: Teachers' Basic Contract Year and Teachers' Day (Length of Teachers' Day)
- e. Appendix A (Salary Schedule), provided that:
 - i. No teacher's compensation shall be below what is provided for in the labor agreement due to assignment to a Restructured School
 - ii. Compensation enhancements may be offered.

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

Subd. 3. Any dispute over the enforcement of a modification to one of the provisions listed in Subd. 1, above, made for a Restructured School shall be subject to the Grievance Procedures as outlined in Article 15 of this Agreement.

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

SECTION 5. PROCESS FOR CREATION AND APPROVAL OF RESTRUCTURED SCHOOLS

Subd. 1. Prior to electing to work at a Restructured School, teachers shall be informed of plans for the school, including relevant information about working conditions and compensation. Teachers who wish to remain at a Restructured School shall apply to remain by signing an Election to Work Agreement that sets forth the working conditions at their school and, if necessary, a Waiver of Tenure Agreement or some combination thereof. The Election to Work Agreement shall include the following information:

- a. The vision and expected instructional program of the school
- b. The hours of instruction and length of school day as well as the expected degree of flexibility that will be required of staff
- c. The length of the school year and the school calendar
- d. The expected length of time teachers may be required to be present in the school outside the school's instructional day
- e. Any additional compensation program that will apply to the particular Restructured School that is different from the standard compensation schedule

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

ARTICLE 17: SCHOOL RESTRUCTURING (continued)

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

Subd. 4. The Parties agree that the initial Election to Work Agreement shall be drafted through a collaborative process. The District shall create and present a final version of the Election to Work Agreement to affected staff as soon as possible but no later than February 15th of the school year prior to the school opening as a Restructured School. The parties must mutually agree to the terms of the Election to Work Agreement. In the event that an Election to Work Agreement is not reached, other terms and conditions of the labor agreement remain in force.

Subd. 5. Modifications to the Election to Work Agreement made in subsequent years will necessitate staff to sign a new Election to Work Agreement. The creation of subsequent Election to Work Agreements shall follow the procedure in Subd. 4 above.

SECTION 6. COLLABORATIVE REVIEW.

Restructured Schools shall be evaluated on an annual basis through examination of student achievement data and other appropriate measures of school success. This review shall be performed by a joint committee comprised of equal numbers of members of the District and the Union. This committee will also review Restructured School practices, procedures, staffing and school leadership to identify practices and approaches that should be duplicated or avoided.

Salary Schedules

Effective 7/1/2009

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/EdD
1	34,674	34,900	35,298	35,695	36,509	37,091	38,059	39,217	40,374	41,729
2	35,325	35,734	36,142	36,915	37,671	38,254	39,217	40,374	41,537	42,888
3	36,198	36,605	37,184	37,980	39,404	39,987	40,956	42,114	43,273	44,624
4*	37,126	37,705	38,478	39,446	41,337	41,916	42,884	44,046	45,204	46,557
5	38,966	39,553	40,331	41,504	43,769	44,353	45,328	46,500	47,669	49,040
6	40,449	41,230	42,205	43,376	45,794	46,381	47,354	48,525	49,696	51,065
7	41,817	42,791	43,769	44,938	47,871	48,454	49,430	50,602	51,776	53,141
8	42,538	43,505	44,470	45,631	49,463	50,043	51,009	52,169	53,330	54,685
9	44,589	45,558	46,523	47,683	51,601	52,181	53,148	54,306	55,467	56,820
10	47,492	48,456	49,422	50,584	53,747	54,327	55,297	56,454	57,615	58,966
11	50,208	51,343	52,287	53,230	57,581	58,935	59,900	61,056	62,219	63,574
12	52,222	53,404	54,385	55,366	62,557	63,616	65,001	66,793	68,180	71,116
13	52,497	53,679	54,660	55,641	65,070	66,172	67,612	69,477	70,920	73,974
14	52,773	53,954	54,935	55,916	65,345	66,447	67,887	69,753	71,195	74,249
15-19	54,945	56,167	57,185	58,201	69,238	70,380	71,872	73,804	75,298	78,461
20	56,395	57,617	58,635	59,651	71,838	72,980	74,472	76,404	77,898	81,061
*25-YEAR	56,895	58,117	59,135	60,151	73,038	74,180	75,672	77,604	79,098	82,261

Effective 1/18/2010

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60/S PEC	Phd/EdD
1	35,674	35,900	36,298	36,695	37,509	38,091	39,059	40,217	41,374	42,729
2	36,325	36,734	37,142	37,915	38,671	39,254	40,217	41,374	42,537	43,888
3	37,198	37,605	38,184	38,980	40,404	40,987	41,956	43,114	44,273	45,624
4*	38,126	38,705	39,478	40,446	42,337	42,916	43,884	45,046	46,204	47,557
5**	39,966	40,553	41,331	42,504	44,769	45,353	46,328	47,500	48,669	50,040
6	41,449	42,230	43,205	44,376	46,794	47,381	48,354	49,525	50,696	52,065
7	42,817	43,791	44,769	45,938	48,871	49,454	50,430	51,602	52,776	54,141
8	43,538	44,505	45,470	46,631	50,463	51,043	52,009	53,169	54,330	55,685
9	45,589	46,558	47,523	48,683	52,601	53,181	54,148	55,306	56,467	57,820
10	48,492	49,456	50,422	51,584	54,747	55,327	56,297	57,454	58,615	59,966
11	51,208	52,343	53,287	54,230	58,581	59,935	60,900	62,056	63,219	64,574
12	53,222	54,404	55,385	56,366	63,557	64,616	66,001	67,793	69,180	72,116
13	53,497	54,679	55,660	56,641	66,070	67,172	68,612	70,477	71,920	74,974
14	53,773	54,954	55,935	56,916	66,345	67,447	68,887	70,753	72,195	75,249
15-19	55,945	57,167	58,185	59,201	70,238	71,380	72,872	74,804	76,298	79,461
20	57,959	59,193	60,221	61,248	73,556	74,710	76,217	78,168	79,677	82,872
*25-YEAR	58,459	59,693	60,721	61,748	74,756	75,910	77,417	79,368	80,877	84,072

*These annual salaries include longevity.

*Entry level step 2009-10 school year

** Entry level step beginning 2010-11 school year

Salary Schedules (Continued)

Effective 10/8/2010

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/EdD
1	36,031	36,259	36,661	37,062	37,884	38,472	39,450	40,619	41,788	43,156
2	36,688	37,101	37,513	38,294	39,058	39,647	40,619	41,788	42,962	44,327
3	37,570	37,981	38,566	39,370	40,808	41,397	42,376	43,545	44,716	46,080
4	38,507	39,092	39,873	40,850	42,760	43,345	44,323	45,496	46,666	48,033
5**	40,366	40,959	41,744	42,929	45,217	45,807	46,791	47,975	49,156	50,540
6	41,863	42,652	43,637	44,820	47,262	47,855	48,838	50,020	51,203	52,586
7	43,245	44,229	45,217	46,397	49,360	49,949	50,934	52,118	53,304	54,682
8	43,973	44,950	45,925	47,097	50,968	51,553	52,529	53,701	54,873	56,242
9	46,045	47,024	47,998	49,170	53,127	53,713	54,689	55,859	57,032	58,398
10	48,977	49,951	50,926	52,100	55,294	55,880	56,860	58,029	59,201	60,566
11	51,720	52,866	53,820	54,772	59,167	60,534	61,509	62,677	63,851	65,220
12	53,754	54,948	55,939	56,930	64,193	65,262	66,661	68,471	69,872	72,837
13	54,032	55,226	56,217	57,207	66,731	67,844	69,298	71,182	72,639	75,724
14	54,311	55,504	56,494	57,485	67,008	68,121	69,576	71,461	72,917	76,001
15-19	56,504	57,739	58,767	59,793	70,940	72,094	73,601	75,552	77,061	80,256
20	58,539	59,785	60,824	61,860	74,292	75,457	76,979	78,950	80,474	83,700
*25-YEAR	59,039	60,285	61,324	62,360	75,492	76,657	78,179	80,150	81,674	84,900

Effective 1/17/2011

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60/ SPEC	Phd/EdD
1	36,031	36,259	36,661	37,062	37,884	38,472	39,450	40,619	41,788	43,156
2	36,688	37,101	37,513	38,294	39,058	39,647	40,619	41,788	42,962	44,327
3	37,570	37,981	38,566	39,370	40,808	41,397	42,376	43,545	44,716	46,080
4	38,507	39,092	39,873	40,850	42,760	43,345	44,323	45,496	46,666	48,033
5**	40,366	40,959	41,744	42,929	45,217	45,807	46,791	47,975	49,156	50,540
6	41,863	42,652	43,637	44,820	47,262	47,855	48,838	50,020	51,203	52,586
7	43,245	44,229	45,217	46,397	49,360	49,949	50,934	52,118	53,304	54,682
8	43,973	44,950	45,925	47,097	50,968	51,553	52,529	53,701	54,873	56,242
9	46,045	47,024	47,998	49,170	53,127	53,713	54,689	55,859	57,032	58,398
10	48,977	49,951	50,926	52,100	55,294	55,880	56,860	58,029	59,201	60,566
11	51,720	52,866	53,820	54,772	59,167	60,534	61,509	62,677	63,851	65,220
12	53,754	54,948	55,939	56,930	64,193	65,262	66,661	68,471	69,872	72,837
13	54,032	55,226	56,217	57,207	66,731	67,844	69,298	71,182	72,639	75,724
14	54,311	55,504	56,494	57,485	67,008	68,121	69,576	71,461	72,917	76,001
15-19	56,504	57,739	58,767	59,793	70,940	72,094	73,601	75,552	77,061	80,256
20	58,832	60,084	61,129	62,170	74,664	75,835	77,364	79,345	80,877	84,119
*25-YEAR	59,332	60,584	61,629	62,670	75,864	77,035	78,564	80,545	82,077	85,319

*These annual salaries include longevity.

** Entry level step beginning 2010-11 school year

APPENDIX B

SPECIAL GROUPS

Calculation of ratios in this schedule shall be based upon that step of the current salary schedule for which the individual is qualified as a teacher pursuant to this Agreement. Ratios shall not be applied to career increments.

<u>Position</u>	<u>Length of Year</u>	<u>Ratio</u>
School Social Workers	Teachers' Year	1.035
Counselors	Teachers' Year Plus Two Weeks	1.10
Psychologists	Teachers' Year Plus One Month	1.15
Consultant I	12 Months	1.27

Effective July 1, 1978, there shall be no further placement of teachers on this ratio schedule in these positions. Teachers newly employed in or newly assigned to these positions after July 1, 1978, will be placed at the appropriate step and lane of the teacher salary schedule. Any extension of the contract year will be made by assignment by the supervisor and will not be a part of the teacher's regular contract. Pay for such extension of the year will be as provided in Article 8, Section 4.

APPENDIX C

EXTRACURRICULAR ACTIVITIES

Teachers shall be paid additional stipends, to be called extracurricular pay, for additional activities carried on outside their regular duties and outside the regular school day according to rules and regulations established by the Board, provided that such stipends shall not be paid if a teacher's day or class load has been decreased because of such activities except as provided herein. Any extracurricular assignment and stipend may be terminated at the end of any school year and/or reassigned to another staff member. Any teacher may reject an assignment for which extracurricular pay is given.

Schedule C-1

Extracurricular Non-Athletic

Payment of Schedule C-1 stipends shall be made within three (3) weeks of the end of the District's first and/or second semester, depending upon the completion date of the activity. The supervision of an extracurricular activity may be divided among teachers, but the total payment shall not exceed the amount set forth below. The payment for an extracurricular activity may vary depending upon the amount of work involved, but no payment shall be made in excess of the amount specified below.

	<u>Stipend 2009-11</u>
Cafeteria Supervisor May be paid on an hourly basis for time worked. Formula: stipend divided by number of days lunch is served during the school year = rate for one-half hour duty.	\$2,097
Class Advisor	
Sophomore Class	\$466
Junior Class	\$1,538
Senior Class	\$1,538
Dance Chaperone (outside the duty day)	\$18.10/hour (effective 2/2/2008)
Debate Coach	
Junior High School	\$1,538
Senior High School:	
Ten Interscholastic Meets & Regional Tournaments	\$2,003
Twenty Interscholastic Meets & Regional Tournaments	\$3,494
Twenty Interscholastic Meets & Regional Tournaments if <u>more than three</u> teams participate <u>throughout</u> the season	\$4,660

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2009-11</u>
<p>Destination ImagiNation Team Coach* (The minimum requirements for this stipend are: - One to three teams, formally competing in the full official school year season inter-district competition and tournament play. - The activities occur outside the professional workday for teachers.)</p> <p>After the first four (4) weeks of the season, the position and payment will be discontinued if full team competition is not to be completed.</p>	\$1,166
<p>Drivers Education Teacher (See Article 9, Section 6 for governing conditions)</p>	\$22.23/hour (effective 2/2/08) \$26.00/hour
<p>Field Trip School sponsored overnight field trip (not compensated by other means)</p>	\$100/night (effective 8/2/08 until contract expiration 6/30/09)
<p>Locker Manager – Secondary: up to maximum of (basis of .0005 of the maximum, per locker)</p>	\$3,029
<p>Mathematics Team Coach</p> <p><u>Junior High School.</u> (A minimum requirement for this stipend is at least 10 participants, and at least six scheduled events)</p> <p><u>Senior High School</u> Mathematics Team Coach (A minimum requirement for this stipend is at least 10 participants, and at least six scheduled events)</p> <p>Mathematics Team Coach Assistant</p> <p>A minimum requirement for this stipend is at least 15 participants after the first four (4) weeks of the season, and that the position and payment will be discontinued if participation is less than 15 students.</p>	\$1,166 \$2,097 \$1,166
<p>Music Teachers</p> <p><u>Elementary Vocal and Instrumental Music</u></p> <p>An elementary vocal or instrumental music teacher who is required to provide evening performances in a school year will be compensated at the rate of \$110 per required performance.</p>	

*The existence of this stipend for coaches of the extra-curricular official competition activity is not intended to preclude or replace Destination ImagiNation activities which occur in many schools on a smaller scale or within students' school day and/or the teachers' professional workday.

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2009-11</u>
Music Teachers (continued)	
<u>Junior High School</u>	
2-1/2 hours per week (vocal and instrumental)	\$2,097
2-1/2 hours per week and a musical (vocal)	\$3,029
3-1/2 hours per week (instrumental, including one concert)	\$3,029
<u>Senior High School Instrumental</u>	
3-1/2 hours per week	\$3,029
5 hours per week	\$4,428
<p>For a minimum of five approved public, non-school-related performances in the community each year, up to three of which may be scheduled during the summer months, a stipend of \$1,088 per year will be paid; stipend to be reduced by \$218 for each performance less than five completed. Selection of performances to be approved in advance by the Superintendent. This provision will apply to Senior High instrumental only. Music teachers directed to perform more than five performances will be paid an additional \$218 for each performance.</p>	
<u>Senior High School Vocal</u>	
3-1/2 hours per week (and at least one seasonal concert per semester)	\$3,029
3-1/2 hours per week (and at least one seasonal concert per semester and one minor musical revue or theme production)	\$4,291
5 hours per week (and at least one seasonal concert per semester and one major musical production)	\$5,173
<p>A major musical production is a single, complete-titled production, typically two or more hours in length, generally involving payment of royalties, and which involves staging, costuming, choreography, and rehearsals with orchestra.</p>	
Senior High National Honor Society Coordinator	\$1,166
North Central Association Coordinator	\$1,166
School Fund Bursar	
Junior High School	\$2,097
Senior High School	\$5,173
School Newspaper – Senior High	
Business Manager: up to the maximum of (basis of .10 of the maximum, per issue)	\$1,025
Editorial Manager: up to the maximum of. (basis of .0625 of the maximum per issue)	\$4,054
School Plays and Speech Activities Coach – Junior High	\$1,538
School Plays Coach – Senior High	
One full-length play or its equivalent	\$1,677
Two or more full-length plays or equivalent	\$3,309
School Patrol Supervisor – Elementary	\$2,331

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2009-11</u>
Science Olympiad Coach (The minimum requirements for this stipend are: - One to three teams, formally competing in the full official school year season inter-district competition and tournament play. - The activities occur outside the professional workday for teachers.) After the first four (4) weeks of the season, the position and payment will be discontinued if full team competition is not to be completed.	\$1,166
Science Safety Manager, Secondary	\$571
Speech Activities Coach – Senior High Entrance in three festivals or equivalent and the District Speech Festival	\$1,166
Entrance in six festivals or equivalent and the District Speech Festival	\$2,003
Stage Crew Director – Secondary Including one major performance	\$1,538
Including two or more major performances	\$2,610
Student Council Director – Secondary	\$3,029
Technological Instructional Equipment Manager Elementary and Secondary	@ \$1 per student
The \$1 per student basis for the yearly stipend for this function shall be determined for each elementary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which such services are provided. The minimum stipend shall be:	\$1,037
Technology Liaison Secondary	\$4,054
Textbook Distributor – Elementary and Secondary	@ \$1 per student
The \$1 per student basis for the yearly stipend for textbook distributor shall be determined for each elementary and secondary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which textbooks are purchased and distributed. The minimum stipend shall be:	\$560
Test Coordinator – Elementary and Secondary	@ \$1 per student
The \$1 per student basis for the yearly stipend for test coordinator shall be determined for each elementary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which test booklets are purchased and distributed. The minimum stipend shall be:	\$525
Yearbook – Senior High Business Manager	\$1,025
Editorial Manager	\$3,029

Extracurricular Athletic

Salaries provided for coaches shall be payable at the end of each season and shall be paid in addition to the amount due for regular teaching duties performed. Seasons for athletic coaches shall end with the school months of November, March, and June, and for intramural coaches shall end with the school months of December, March, and June. Salaries for coaches shall be payable after all state tournament play is completed or absent state tournament play, in the months indicated above, and provided that the coach has assembled a team meeting the established requirements and such team has competed in all games, contests or meets scheduled to determine championships. The salaries specified herein shall not become payable until all duties of the athletic sport season shall be completed, including the submission of reports.

Coaching duties may be terminated at the end of any school year or be reassigned to other staff members. The total number of sports per year that may be handled by any one coach shall be limited to three, except with the written approval of the appropriate Area Superintendent.

A teacher may not be employed as head coach for more than one of following: football/basketball/hockey/volleyball in the same year, except with the written approval of the appropriate Area Superintendent. Teachers shall not be employed to coach more than one sport in the same season.

	<u>Stipend</u> <u>2009-11</u>
Athletic Director – Senior High School	\$6,618

In addition to this stipend, athletic directors of senior high schools shall be released from one hour of teaching duties daily to discharge additional responsibilities of the athletic directorship.

Head Coaches	
Basketball, Football, Hockey, Volleyball	\$6,152
Wrestling	\$5,591
Swimming	\$5,219
Baseball, Gymnastics, Track, Softball	\$4,660
Cross-country Track, Soccer, Badminton, Cross-country Skiing, Golf, Tennis	\$4,390
Assistant Coaches	
Football	\$4,660
Track	\$4,194
Baseball, Softball	\$3,729
Cross Country Track, Soccer, Swimming	\$3,309
Golf	\$1,920
Adapted Athletics	
Hockey Head Coach	\$4,660
Soccer, Softball Head Coach	\$3,729
Assistant Coach	\$2,470

APPENDIX C, Schedule C-2 (continued)

Stipend
2009-11

Senior High School

Athletic Equipment Manager	\$3,494
Junior Varsity Coaches	
Basketball	\$4,194
Gymnastics, Softball, Volleyball	\$3,729
Soccer, Badminton	\$3,309
B Squad Coaches	
Basketball, Football, Hockey, Wrestling	\$4,194
Baseball	\$3,729
Miscellaneous Athletics (formerly Intramural Coaches)	\$10.71/hour
Intramural Coordinator	\$1,548
Cheerleaders Coach (full year assignment)	\$6,152
Danceline/Marching Coach	\$1,548

Secondary

Swimming Coordinator	\$2,423
Ninth Grade Coaches	
Basketball, Track, Football	\$4,194
Volleyball	\$3,729
Junior High School Coaches	
Baseball, Basketball, Wrestling, Volleyball, Softball, Soccer	\$2,331
Junior High School Athletic Coordinator	\$5,591

A teacher may be employed to assist the supervisor of athletics in conducting and supervising scholastic athletic games, meets, or schedules, such employment to be compensated at a rate per season not to exceed \$250.

Each high school athletic director shall have available a budget of \$750 per year which may be used to employ assistants to help in conducting/supervising athletic games, meets, or schedules. The following conditions apply:

- Payment shall be at the rate of \$25 per event.
- Payment shall be through the regular payroll system, at the end of the appropriate season as described in the introductory paragraph of Schedule C-2.
- Payment may **not** be made to the Athletic Director.

HOURLY RATES

RATE GROUPS	Effective February 2, 2008
Attendance at Workshops: Compensated Workshop ¹	\$18.10 or In-service Credit
General Assignments: Saturday School, Curriculum Writing	\$21.49
Instructional Assignments: ALC/ADP/ABE, Chapter I – N & D, Home/Hospital Loss of Preparation Time for classroom coverage ² Preparation/Planning Time Providers ³ Tutoring	\$25.35

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Treasurer, Board of Education

Business Agent/Negotiator

Clerk, Board of Education

Business Agent

Acting Director of Human Resources

Bargaining Team Chair

Negotiations/Employee Relations Manager

Bargaining Team Member

Negotiations/Employee Relations
Assistant Manager

Bargaining Team Member

Date

Bargaining Team Member

Date

² See Article 9, Section 9, CONTRACT TEACHERS AS SUBSTITUTES, for governing conditions

³ PREPARATION/PLANNING TIME PROVIDERS: See Article 13, Section 4, for governing conditions.

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Meet and Confer

Grievance Procedure

Accessing and Reviewing Personnel Files

Substitute Teacher

STATEMENTS OF INTENT

Student Conduct

Instruction Classes – Size

Lesson Plans Procedures

Teacher Time and Workload

Site-Governed Schools

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Meet And Confer

The Board recognizes the Federation as the exclusive representative of all teachers for purposes of meeting and conferring pursuant to the conditions of PELRA. The Federation and the Board, through its representatives, shall continue to meet and confer on matters of concern to both parties.

Grievance Procedure

The Grievance Procedure contained in the Agreement shall be applicable through Level Three, but not arbitration, for other matters of policy and regulations of the District. For this purpose, a grievance is defined as an allegation that there has been an explicit violation, misinterpretation or misapplication of policies or regulations of the District.

Accessing and Reviewing Personnel Files

An employee may examine the contents of his/her personnel file by contacting the Human Resource Department to schedule an appointment to review the record. Such review may occur not more than once every six months. The employee shall have the right to submit a response to any report or evaluation and such response will be attached to and become part of the employee's personnel file. Copies of any of the contents of an employee's file may be obtained.

Substitute Teachers

All terms and conditions of employment (as defined in M.S. §179A.03, Subd. 19) for substitute teachers shall be contained solely herein and the Appendices specifically referenced herein. Substitute teachers are at will employees who work when needed by the District and whose assignments or future assignments can be terminated at any time solely at the discretion of the employer and are not grievable under the terms of this labor agreement. Except as specifically provided herein, no fringe benefits or leaves are provided substitute teachers.

Further, a substitute employee shall not have or acquire any rights or benefits other than the specific pay rate provided for the specific substitute service rendered, as such is established by the Board of Education. Substitute teachers are not prohibited from being selected and working in additional employment assignments, as specified in Article 9, Additional Compensation Provisions, or Appendix C, Extracurricular Activities. However, payment of any such rate for a particular service rendered to a person who is not otherwise employed by the District, either as a regular teacher or under one of the sections herein, does not constitute or imply any employment relationship other than payment for the particular service rendered.

Additional Information Regarding Substitute Teachers (continued)

SECTION 1. CASUAL SUBSTITUTE TEACHING SERVICE. The responsibilities of casual substitute teaching service are instructional in nature and do not extend beyond approximately fifteen (15) minutes before and after student contact hours. Casual substitute teaching is normally on a day-to-day assignment basis.

In general, casual substitute teaching service means temporarily replacing the regular teacher(s) and performing the professional duties that would have been performed by the regular teacher(s) on that day. Additional assignments that would not have been the duties of the absent teacher(s) on that day will not be assigned to the casual substitute teacher, unless the substitute teacher consents.

1.1 Casual substitute teaching service basic rate of pay shall be:

Effective September 2, 2008: \$110 per day

Termination of a casual substitute teaching assignment shall occur by notice from the supervisor to whom the substitute is assigned. It shall be the responsibility of the substitute teacher to report to the principal or supervisor before leaving the building at the end of the school day for notice regarding assignment for the following day. Once officially notified of reassignment for the following day, the substitute teacher shall be considered reassigned for the following day. It is the responsibility of the regular teacher to call the Substitute Employee Management System (SEMS) when it is necessary to extend an absence (Regular teachers see also Article 11, Compensatory Leave).

SECTION 2. LONG-TERM SUBSTITUTE TEACHING SERVICE. Long-term substitute teaching service is defined as a continuous single teaching assignment for fifteen (15) school days or more. The responsibilities of long-term substitute teaching service are essentially the same as for the regular contract teacher, encompassing not only instructional activities but also other responsibilities typically assumed by contract teachers. In-service and professional days on the school calendar which are duty days for regularly-contracted teachers, and which occur during continuous service in a casual substitute teaching assignment shall be counted toward qualification of the assignment as long-term substitute teaching. However, the in-service or professional day shall not be worked and/or paid unless it is specifically assigned as a substitute teacher duty day for the individual involved.

2.1 Long-term substitute teaching service rate of pay shall be:

Effective September 2, 2008: \$125 per day.

LONG-TERM SUBSTITUTE TEACHER SICK LEAVE. Long-term substitute teachers shall earn one (1) day of sick leave for each twenty (20) days worked on a single assignment. Days worked in excess of an even multiple of twenty (20) days in a single assignment shall be recorded by the Human Resource Department, and shall be counted toward the earning of additional sick leave in the next long-term assignment. When a substitute teacher is contracted as a regular teacher by the District during the school year in which the sick leave is earned, or the school year immediately following, such accumulated and unused sick leave shall be added to that leave to which the teacher is entitled under the provisions of this Agreement for regular contract teachers. For a substitute teacher not contracted as provided above, earned and unused sick leave shall be carried over into the next school year to a maximum of thirty (30) days accumulation. Unused sick leave shall not, however, be maintained on the records and carried forward beyond a school year in which no substitute service is performed in the District.

The use of sick leave by substitute teachers shall be allowed only within a long-term or acting incumbent substitute assignment.

Additional Information Regarding Substitute Teachers (continued)

2.2.2 Payment for sick leave taken shall be made at the rate applicable for the particular assignment for which the long term or acting incumbent substitute teacher was assigned on the day the sick leave was taken.

2.2.3 A maximum of one (1) day of earned sick leave in any given school year may be used for bereavement leave by a substitute teacher who is then currently working in a long-term assignment. Such day is deductible from the accumulated unused sick leave total of that substitute teacher. Eligibility limitations (but not number of leave days) shall be the same as specified in Article 11, Section 3, Subd. 1. of the Agreement.

SECTION 3. RETIRED TEACHERS BONUS. Saint Paul Public Schools' retired teachers who substitute teach on a casual or long-term basis for a minimum of twenty (20) days in a school year shall receive a bonus of \$20 per day for each day of substitute service. This bonus will be paid at the end of the school year in which substitute teaching service occurs.

SECTION 4. GENERAL PROVISIONS.

4.1 Half-day (1/2) substitute service shall be paid at one-half (1/2) the daily rate for the assignment. One-half (1/2) day shall be the minimum assignment for a casual substitute.

Substitute pay shall not extend to the winter and spring recesses except when a specific assignment includes duty days within those recesses; however, a substitute shall qualify for holiday pay at the rate stated for the current assignment if the substitute has been assigned and taught for pay on both the last student-contact day before and the first student-contact day after a school holiday. For purposes of substitute holiday pay, October professional conference days shall not be considered holidays.

Per diem rates for substitute service shall be supplemented under the conditions herein provided.

4.3.1 Substitute teachers who are assigned one (1) hour of teaching duties in addition to the regular school day as defined in this Agreement shall be paid an additional \$12 per day for the additional hour.

4.3.2 Long-term substitute teachers shall be covered by the provisions of Article 9, Section 9, Contract Teachers as Substitutes, as though they were contract teachers.

The District may at its discretion increase the rate of pay for substitute teachers at any time during the term of this Agreement.

SECTION 5. PART-TIME HOURLY TEACHERS.

All terms and conditions of employment for part-time hourly teachers shall be contained solely within this Section 5 and the Appendices specifically referenced in this section. Part-time hourly employees are at will employees who work when needed by the District and whose assignments or future assignments can be terminated at any time solely at the discretion of the employer and is not grievable under the terms of this labor agreement. A teacher employed on a part-time hourly basis shall not have or acquire any rights or benefits other than the pay rate provided in Appendix D.

STATEMENTS OF INTENT

Student Conduct

The District and Federation jointly affirm that maintaining a safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools. Teachers cannot provide the highest level of instruction to promote increased student achievement if there are frequent disruptions by students. We jointly recognize the need to work toward safe schools that are free from weapons, drugs, violence, prejudice, and discrimination, and disruption. We also recognize that consequences must exist for those who interfere with the learning of others. To this end, the Federation affirms its support for the **District's** Student Conduct Guide, and the District affirms its intent that the principles and procedures established therein shall be applied consistently and equitably throughout Saint Paul Public Schools.

School principals will create Student Conduct Improvement Teams (distinct from Pupil Problem Committees) in each school. These Teams will be composed of teachers, the principal, assistant principals, paraprofessionals, and other staff members in the building. Any interested staff member should be given the opportunity to participate on the team. Membership on this committee will fulfill the requirement for committee participation for professional staff members. The Student Conduct Improvement Team will be charged with the following tasks:

1. Develop site-specific policies and plans to promote high standards of student conduct and address problems, and;
2. Monitor the enforcement of the Student Conduct Guide and site-specific policies to ensure that all staff—administrators, teachers, paraprofessionals and others—consistently maintain high standards and expectations for all students. Teachers who do not believe appropriate action has been taken, have the right to take their concerns to the team. As a last resort, if the team and the principal cannot resolve the issue, the matter may be appealed through the grievance procedure up to the Superintendent for final resolution.

The District policy regarding Teacher Notification of Student Violent Behavior can be accessed on the Federation of District websites:

www.spft.org

or

www.spps.org

STATEMENT OF INTENT (continued)

Instruction Classes – Size

The Board of Education and the Saint Paul Federation of Teachers, Local 28 affirm that providing instruction in classes of appropriate size is a matter of professional interest and concern to both; therefore, the parties will ask that the Professional Issues Committee (PIC) review and discuss, in consultation with the Superintendent, concerns that continue to require attention at any time during a school year.

Lesson Plans Procedures

The development and use of lesson plans in Saint Paul Public Schools shall be guided by these assumptions and principles:

Basic assumptions:

- The District expects and requires that lesson planning be done on a regular and timely basis by all teachers who engage in the instruction of students,

AND

- The Saint Paul Federation of Teachers confirms and supports the requirement of lesson planning for all teachers who engage in the instruction of students.
- Each teacher's lesson plans need to be available:
 - to provide effective guidance and planning for the teacher and for a substitute teacher
 - for review by the principal as needed.

Principles:

- recognition and respect for the fact that effective lesson planning may be done in a variety of formats and methods (examples: daily lesson plan, full course syllabus, unit plan and so on).
- recognition and respect for the value of each teacher's professional expertise and judgment as to form and content, within the District's curriculum.
- recognition and respect for the responsibility of the principal as leader of the instructional team in the local school.

Procedure:

Each teacher's lesson plan(s) for the following day or week shall be kept in a District folder provided for that purpose in clear view on the teacher's desk during and at the end of each day.

Any school whose Site Council or Effective Schools Committee and principal have collaboratively worked out an alternative procedure for access, can request approval from the Professional Issues Committee (PIC).

STATEMENT OF INTENT (continued)

Time and Teacher Workload

The St. Paul Federation of Teachers and District agree that school reforms have changed the working conditions in our schools. In the past, students were solely responsible for academic achievement. Teachers worked primarily in isolation from one another. School administrators made management decisions. Today, schools share responsibility for student achievement. Teachers regularly team with their colleagues and serve on numerous school governance and management committees. These changes have increased teacher workload and time spent working with colleagues.

Time

The Federation and District agree that teachers need additional time to work with their colleagues to improve student achievement. During the 2009-2010 and 2010-2011 school years, four early release days will be scheduled. This will provide eight (8) hours of teacher-directed, group preparation time to enhance learning at the site. Additionally, teachers will participate in at least ten hours of group preparation activities (committee work, teaming, department meetings, curriculum planning, etc.) beyond the early release time. Schools will include a description in their School Continuous Improvement Plans of how this time will be used to improve student achievement.

Therefore, the District is committed to reorganizing the Opening Week schedule to provide more in-building time for teachers to work individually and together. It is understood that the schedule for Opening Week will include a majority of teacher directed time for individual preparation and group planning.

Workload

In addition to the issue of time, the Federation and District explored ways to reduce unnecessary paperwork without compromising the professional responsibilities of teachers. These discussions led to the elimination of the loss of credit report forms at the secondary level and the sub skill grading option for the elementary report cards in grades two – six. The District and Federation are committed to working together to revise and improve the current elementary report cards, including the K-1 reporting systems, for the 2009-2010 and 2010-2011 school years.

Site-Governed Schools

Minnesota Statute 123B.045 on Site-Governed Schools presents an opportunity to create innovative school environments for the purpose of ensuring greater student success. During the spring of 2010, the Parties agree to establish a committee to explore the opportunity this new legislation presents. The committee will be comprised of teachers appointed by the Union and administrators appointed by the Superintendent. This committee will provide a report and recommendations regarding this issue to the Superintendent and the SPFT Executive Board no later than May 1, 2011.

MEMORANDA OF AGREEMENT/UNDERSTANDING

Regarding Nurses Work Schedule

Regarding Discipline

Regarding Teaching and Learning for Career Educators

Regarding Federation of Teachers Use of District Email System

Regarding Alternative Pay

Regarding Administrative Intern Process

Regarding a Professional Issues Committee

Regarding Ideal Day

Regarding Workload Clarification

Regarding Special Education Professional Issues Committee

Post Employment Health Insurance

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.

Therefore, effective January 1, 2006, 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, 2011.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

Discipline

This Memorandum of Understanding is by and between the Board of Education, Independent School District No. 625, (hereinafter "Employer"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). 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 2009-2011 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 2009-2011 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.

Memorandum of Understanding: Discipline (continued)

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 Union. 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 2009-2011 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF AGREEMENT

Teaching and Learning for Career Educators

The Saint Paul Federation of Teachers and Saint Paul Public Schools support the professional growth of teachers. The underlying belief of SPFT and SPPS are that:

- Quality professional development and assessment, aligned with state, District and school goals, enhance teacher effectiveness, build confidence, and increase student learning
- Collegial collaboration and ongoing support from peers and administrators are vital to teacher effectiveness, morale, and our profession
- Adequate time and resources are necessary
- A system that supports excellence in teaching will strengthen the District's capacity to attract, develop, and retain high quality professionals in Saint Paul Public Schools
- Effective decision-making in education arises from the classroom and from educator's professional practice.

No provision of this Memorandum of Agreement shall diminish the managerial right of any licensed administrator to observe and/or evaluate any teacher performing her/his contractual duties at any time nor shall it diminish the District's right to take action that management deems necessary regarding discipline, discharge, or nonrenewal of a teacher.

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

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 classroom observations and evaluations for first year teachers and at least two (2) formal classroom observations and evaluations each year for second and third year probationary teachers. 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 convey this decision to the teacher by May 15. Probationary teachers may receive assistance from the Peer Assistance and Review program beginning in the 2010-11 school year.

Subd. 3 Teacher Assistance Program.

Teachers experiencing serious instructional difficulties may be placed on an Improvement Plan in accordance with the following process:

- 1) If a principal has concerns about a tenured teacher's instructional job performance, she/he will conduct a classroom observation and evaluation using the Standards of Effective Teaching.
- 2) The principal will meet with the teacher to discuss the evaluation and point out areas in which the teacher is not meeting standard. If the teacher's overall job performance is below standard, the principal and teacher will develop an informal written plan, entitled "Expectations for Job Performance." This plan will specify what the teacher is expected to do by what dates. This plan will also identify resources (mentors, classes, feedback, modeling, Employee Assistance, etc.) to help the teacher improve job performance.

- 3) On or about the time specified in the above plan, the principal will conduct a second evaluation using the Standards of Effective Teaching. If the teacher's overall job performance continues to be below standard, an improvement plan will be developed.
- 4) The principal will draft an improvement plan and set a meeting with the teacher. The teacher has the right to union representation at this meeting. The purpose of the meeting is to finalize the improvement plan.
- 5) The improvement plan may utilize many of the same resources, but will be notification to the teacher that job performance must improve if the teacher is to retain employment with the District. A copy of the Improvement Plan will be sent to the executive director and the teacher's personnel file.
- 6) On or about the date specified in the improvement plan, the principal will conduct a third evaluation, based on the Standards of Effective Teaching. The principal will make a recommendation to the executive director based on this evaluation.
- 7) The executive director will review the data pertaining to the recommendation, and will then make a recommendation to the Superintendent to support or reject the principal's recommendation.

Note: A goal of the Teacher Assistant Program is that Peer Assistance and Review will be integrated into the Improvement Plan process at some future date.

"Below Standard"

A teacher's overall performance must Meet or Exceed Standards as of June 1 or risk losing a step advancement or longevity stipend. The principal 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. A teacher whose overall performance is designated as Below Standards by June 1st will not receive a step advancement or longevity stipend. If the principal is not on track, a step increment or longevity stipend cannot be withheld. If the teacher's employment continues and her/his overall performance evaluation designates that she/he has improved overall performance and Meets or Exceeds Standards or within the following school year, she/he will receive the step or longevity stipend retroactively to the beginning of the school year. Placement on an improvement plan is not grievable; however, a teacher may appeal the components or timelines of an improvement plan to his/her supervisor. If a step advancement or longevity stipend is withheld beyond twelve (12) months, the employee may utilize the grievance procedure to seek reinstatement of the step.

Subd. 4 New Teacher Orientation. New probationary teachers are required to attend a new teacher orientation program, receive mentoring assistance and complete coursework during their probationary period as required by the District. Stipends, release time, or in-service credits will be provided for all training days.

SECTION 2. Advancing Teaching and Learning

Subd. 1 Professional Development Advisory Committee (PDAC).

- 1.1 In accordance with M.S. §122A.60 the Board will establish a fifteen (15) member PDAC. Membership on the PDAC will include: A teacher majority representing various grade levels, content areas and special education, non-teaching staff, parents and administrators.
- 1.2 Members of the PDAC will serve a two (2) year term beginning in August 2010. The president of the SPFT teachers or designee and the administrator responsible for professional development will automatically serve on the PDAC. The PDAC will elect a chair, maintain minutes, and establish subcommittees as needed. The PDAC will establish operating procedures as necessary. Selection committee meetings will commence after ratification of the 2009-11 labor agreement.
- 1.3 The PDAC will develop the District staff development plan, assist site staff development committees, and evaluate professional development efforts at sites. The district professional development plan will focus on improving student learning, be consistent with district

outcomes and state statutes, focus on best practices, and continuous improvement toward achieving goals (listed in M.S. §122A.60).

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

- 2.1 The PAR shall have fourteen (14) members. The SPFT selects seven (7), which includes the president and her/his designees representing various license areas and specialties. The District Administration selects seven (7) PAR 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 member and one (1) District administrator.
- 2.3 A quorum shall require the presence of ten (10) members of the Board, if one is called for.
- 2.4 The PAR Board will develop, review and revise PAR program policies and documents. It will create job descriptions, selection processes and performance review procedures for all district positions associated with and for use within the Peer Assistance and Review program. Compensation for these positions must be mutually agreed upon between the District and the Federation.

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

- 3.1 During the 2009-10 school year, probationary teachers will be reviewed in accordance with the guidelines established in the 2007-09 contract while a peer assistance and review program is being developed.
- 3.2 In 2010-2011, probationary teacher assistance and evaluation will be additionally performed by the program developed by the Peer Assistance and Review development committee.

Subd. 4. Peer Assistance and Review for Tenured Teachers

- 4.1 During the 2009-10 school year, tenured teachers experiencing serious instructional difficulties may be placed in the Teacher Assistance Program as established in the 2007-09 contract while a peer assistance and review program is being developed.
- 4.2 In 2010-11, tenured teachers experiencing serious instructional difficulties will additionally/alternatively have access to peer assistance and review.
- 4.3 During the 2009-10 school year, tenured teachers professional growth will be carried out as established during opening week.
- 4.4 In 2010-11, tenured teachers professional growth will include opportunities through, but not limited to, peer assistance and review as designed by the peer assistance and review development committee, 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 established in the 2007-09 contract until the peer assistance and review development committee and/or PDAC designs an achievement of tenure program that incorporates PAR.

Subd. 6. Peer Assistance and Review Program Development.

- 6.1 A formal peer assistance and review program will be developed during the 2009-10 school year with implementation in the 2010-11 school year. 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.

6.2 A PAR development coordinator will be responsible for coordinating the design of the PAR program during the 2009-10 school year. Additional responsibilities of the PAR coordinator include working with appropriate district offices to determine alternative, existing, and relevant funding sources to sustain PAR upon the conclusion of the ARRA funding.

6.3 A committee comprised of three (3) Federation members and three (3) District officials will interview candidates and recommend a finalist to the SPFT Executive Board and the Superintendent by February 15, 2010.

6.4 The development and implementation of PAR will be funded through the American Reinvestment and Recovery Act (ARRA) for the duration of the 2009-11 labor agreement. During the time of the 2009-11 labor agreement, funding to sustain PAR upon elimination of ARRA will be developed and presented to the Board.

This Memorandum of Agreement shall be in effect for the duration of the 2009-2011 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS,
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

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 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. (See District Policy.)

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 Union 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.

INDEPENDENT SCHOOL DISTRICT NO. 625

ST. PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF AGREEMENT

Alternative Pay

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625, (hereinafter "Employer"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). The Federation is the exclusive representative of teachers in all matters relating to financial compensation. It is entered into for the sole and exclusive purpose of establishing, for a specified and limited period of time, the ability reopen contract negotiation for the sole purpose of the review the current compensation structure and review of a possible Alternative Compensation Plan.

Notwithstanding sections 179A.20 or other law to the contrary, a school board and the exclusive representative of the teachers may agree to reopen a collective bargaining agreement for the purpose of entering into an alternative teacher professional pay system agreement under sections 122A.413, 122A.414, and 122A.415. Negotiations for a contract reopened under this section must be limited to issues related to the alternative teacher professional pay system.

This Memorandum shall be effective for the duration of the 2009-2011 Labor Agreement and shall expire on that date without further obligation for continuation on either of the parties.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF AGREEMENT

Administrative Intern Procedures

This Memorandum of Agreement is by and between the Board of Education, Independent Schools District No. 625, (hereinafter "Employer"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). The Federation is the exclusive representative of teachers in all matters pertaining to placement/ assignment and disciplinary matters for the general classification of "teacher". It is entered into for the sole and exclusive purpose of establishing terms and conditions for procedures/assignments for Administrative Interns.

This Memorandum shall be effective for the duration of the 2009-2011 Labor Agreement and shall expire on that date without further obligation for continuation on either of the parties. Administrative Interns procedures/assignments commenced during the life of the 2009-2011 Labor Agreement will be considered subject to these procedures and will be completed under its provisions.

Pertinent Facts:

- Employees shall be allowed to work as an Administrative Intern for a period not to exceed two (2) years.
- Upon the completion of the defined Administrative Intern assignment, the employee shall have the right to return to their former classification through the voluntary transfer process outlined in the collective bargaining agreement in effect at the completion of their assignment.
- Employees may be asked to work outside the parameters of the workday as defined in article 13, Section 3 of the collective bargaining agreement.
- Should matters of performance arise during the Administrative Intern assignment; employees shall not be placed on an "Improvement Plan" as defined by the current Career in Teaching Memorandum Agreement.
- Administrative Interns shall agree to waive their right to representation by the union in matters of performance which may arise during the assignment of Administrative Intern.
- The Administrative Intern waives their right to the grievance procedure except in the case of disciplinary action.
- The employer maintains the right to complete discretion in the assignment and continuation of all Administrative Interns in the District.

Term This is the full understanding of the parties regarding Intern-Assistant Principal Procedures. This Memorandum shall remain in effect for the duration of the 2009-2011 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF AGREEMENT

Regarding the Professional Issues Committee

The Board of Education of ISD No. 625 and the St. Paul Federation of Teachers, 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 a Professional Issues Committee to review, discuss and recommend improved District policies, programs and procedures. The regular participants in such discussions are three members appointed by the Superintendent, the Federation president, business agent 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.

As a general practice, this committee will typically meet once each month during the school year at an agreed upon time and place. More or fewer meetings may be scheduled at the discretion of the committee. 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 Committee 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' Executive Board.

The Committee shall have the following powers:

- a. Review District policies that affect Federation members prior to School Board approval.
- b. Review District procedures and programs, as appropriate, that affect Federation members prior to Superintendent approval.
- c. Discuss current issues.
- d. 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.
- e. Make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.
- f. Review the Student Rights and Responsibilities Handbook as needed.
- g. Review intended professional development expectations for implementation for the following school year.

This 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.

Memorandum of Agreement Regarding the Professional Issues Committee (continued)

This Memorandum of Agreement shall be in effect for the duration of the 2009-2011 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

Regarding District Initiatives and The "Ideal Day"

During the negotiations of the 2009-2011 teacher contract, the District and Federation explored issues related to new District initiatives, the need for continued staff development and the increase in teacher workload. With the help of a neutral facilitator, multiple options were developed to address the interests of the parties.

The Federation and the District acknowledge the need for continued staff development and initiatives that are essential for the support of student learning; both have and will increase the workload of teachers. The parties support the need to explore changes in the current structure of the school calendar, student instructional day, teacher workday and to seek out and develop alternatives that support and manage workload and seek out opportunities for additional professional development days.

To that end, the parties have developed a draft of what is labeled the "ideal day" for students and staff. The "ideal day" provides scheduled additional learning time for students and a daily staff development preparation period for teachers commensurate to the current planning time. The parties concur that changes of this nature require additional funding, staffing and input from the school board, administration, staff, and parents and fall outside the parameters and authority of the negotiations committee. Therefore, the parties agree to pursue the implementation of the "ideal day" through the forum of the "Professional Issues Committee," which has been established as the professional communication link between the Federation and the District. The Professional Issues Committee may further pursue and seek out alternative funding sources such as an alternative compensation plan and other educational grants that would support the desired changes. Additionally, the parties will work together to identify and work on mutual legislative efforts to support public education.

It is understood that if the Professional Issues Committee elects to pursue funding through an alternative compensation plan the plan must ultimately be accepted by the membership of the Federation. The contract may be reopened in accordance with the Memorandum of Agreement on Alternative Compensation contained within this collective bargaining agreement and Minnesota State Law governing Alternative Pay.

This Memorandum will be effective for the duration of the 2009-2011 Labor Agreement and shall expire on that date without further obligation for continuation by either of the parties.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

Workload Clarification

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 for the 2008-2009 school year 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.

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.

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 February 4, 2008, through the duration of the 2008-2009 Labor Agreement, and shall expire on that date without further obligation for continuation by either of the parties.

INDEPENDENT SCHOOL DISTRICT
NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

Special Education Professional Issues Committee

The Board of Education and the St. Paul Federation of Teachers, Local 28 agree to continue the Special Education Professional Issues Committee. The joint labor/management committee will be charged with seeking ways to improve the delivery of special education services in the District. It will be composed of the Director of Special Education, a representative from the Human Resources Department, the President of the St. Paul Federation of Teachers, a Federation business agent, six (6) special education teachers selected by the Federation and other District representatives including principals and/or area Superintendents.

For the 2009-2011 school years, the Special Education Professional Issues Committee will continue to develop a process to address Individual Education Plan (IEP) management caseload concerns for individual special education teachers. In addition, the committee will discuss and make recommendations regarding possible resolutions for workload issues, including third party billing. The committee may address other special education issues and concerns as appropriate. Teachers may request assistance of a substitute teacher for support as needed to help relieve excessive workloads or to meet impending deadlines. The committee may address other special education issues and concerns as appropriate.

INDEPENDENT SCHOOL DISTRICT
NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Acting Director of Human Resources

Business Agent

Negotiations/Employee Relations Manager

Date

Date

MEMORANDUM OF AGREEMENT

Post Employment Health Insurance

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 (hereinafter "Federation"), exclusive representative for teachers. It is entered into for the exclusive purpose of setting forth a sunset to post-employment retirement benefits for future employees.

Pertinent Facts

- Saint Paul Public Schools will qualify to levy for 2010-11 funds to assist with the District's obligation to pay for post-employment retirement benefits if future employees are ineligible for all district contributions for health insurance premiums upon retirement.
- The 2007-2009 labor agreement between the parties contains a sunset on district contributions for health insurance after a retiree reaches Medicare eligibility. The agreement does not contain a sunset for district contributions toward health insurance prior to Medicare eligibility.
- In order to qualify for the levy, the parties must agree to a sunset provision that provides no health insurance (pre- and post-Medicare eligible) for all future employees. This agreement must be formalized and submitted to the Minnesota Department of Education prior to November 13, 2009.

Terms and Conditions of Employment specific to:

- The labor agreement between the District and the Federation establishes all of the terms and conditions for retirement benefits, and its terms are not voided or diminished for any current employee by any supplementary provision herein stated.
- The amendment herein stated pertains only to future new employees.
- The parties agree to add the following language to Article 10, Section 2, Retirement Health Insurance, of the 2009-11 agreement:
 - F. Employees hired on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.
- The parties agree to add the following language to Article 10, Section 5, Retirement Health Insurance, Subd. 5.2 of the 2009-11 agreement:
 - Employees hired on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.
 - Additionally, Effective January 1, 2016, all teachers hired after January 1, 2014 will receive a \$200 District contribution toward a health care savings plan.
- The District will request an Attorney General's opinion on the necessity of the January 1, 2014, sunset provision set forth herein. In the event the Attorney General's opinion

determines such sunset provision is not necessary in order to qualify the district to levy under M.S. §126C.41, Subd. 2(b), this agreement is null and void.

Memorandum of Agreement
Post-Employment Health Insurance
December, 2009

Duration

This Memorandum of Agreement shall be effective upon signature, and shall remain in effect until a successor agreement is ratified by both parties.

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Elona Street-Stewart
Chair, Board of Education

Mary Cathryn Ricker
President
St. Paul Federation of Teachers

Terri Bopp
Acting Director of Human Resources

John Mueller
Vice President
St. Paul Federation of Teachers

Susan Gutbrod
Negotiations/Employee Relations Manager

Date

Date

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