

**2003 - 2005**

**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**

July 1, 2003 through June 30, 2005

with

Additional Information

and

Memoranda of Agreement





SAINT PAUL PUBLIC SCHOOLS  
Independent School District No. 625

Board of Education

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John Brodrick	Director
Anne Carroll	Director
Toni Carter	Director
Tom Conlon	Director
Elona Street-Stewart	Director
Neal Thao	Director

Administration

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Chief Accountability Officer	Margo Baines
Chief of Staff	Tanya Martin Pikel
Area Superintendents	Luz Maria Serrano, Area A
	Louis Kanavati, Area B
	Joann Knuth, Area C
	Gene Janicke, Area D
	Terilyn Turner, Area E

SAINT PAUL FEDERATION OF TEACHERS  
Local No. 28

Teacher Bargaining Team

Jean Jones  
Ian Keith  
Tom Kranz  
Anna Newcombe  
Leslie Snow  
Maria Spann  
Barb Wencil, President  
Terri Ellisen, Business Agent  
Gundy Gunderson, 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 School 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 §179A.03, Subdivision 18, employed in a position for which the person must be licensed by the Minnesota Department of Education, including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, area 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 Department of Education, 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.

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 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, Minnesota Statue §179A.07, Subdivisions 1 and 2.

SECTION 2. MANAGERIAL RESPONSIBILITIES. The Board has the right and obligation to efficiently manage and conduct the operation of the School 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 School 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 School 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 School 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 School 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 School 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 School District harmless against any and all claims, suits, orders or judgments brought or issued against the School District No. 625 as a result of any action taken or not taken by School District No. 625 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 Saint Paul Federation of Teachers. 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 Labor Relations Office of the District upon the proper request form, and upon approval by the Labor Relations Manager.

Leave requested by the Federation for negotiations purposes is handled separately, under Section 2 of this Article, and the approval of the Labor 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 or the designated Area 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. SUBSTITUTE, PART-TIME AND HOURLY EMPLOYEES

All terms and conditions of employment (as defined in Minnesota Statute §179A.03, Subd. 19) for substitute teachers shall be contained solely within this Article and the Appendices specifically referenced in this Article. 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 in this Article, 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 of this Article, does not constitute or imply any employment relationship other than payment for the particular service rendered.

### SECTION 1. SUBSTITUTE TEACHERS

Subd. 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 July 1, 2001: \$105 per day.

1.2 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).

Subd. 2. Long-term Substitute Teaching Service. Long-term substitute teaching service is defined as a continuous single teaching assignment for ten (10) 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 Effective January 10, 2004, long-term substitute teaching service is defined as a continuous single teaching assignment for fifteen (15) days or more.

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

Effective July 1, 2001: \$110 per day.

ARTICLE 7. SUBSTITUTE, PART-TIME AND HOURLY EMPLOYEES (continued)

SECTION 1. SUBSTITUTE TEACHERS, Subd. 2 (continued)

2.2 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.

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

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.

Subd. 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.

Subd. 4. 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. 4.1 of this Article. At the sole discretion of the School District, Acting Incumbent Substitute Teacher status may begin earlier than one hundred (100) duty days for hard-to-fill positions.

4.1 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.

4.2 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.

4.3 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.

ARTICLE 7. SUBSTITUTE, PART-TIME AND HOURLY EMPLOYEES (continued)

SECTION 1. SUBSTITUTE TEACHERS (continued)

Subd. 5. General Provisions

5.1 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.

5.2 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.

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

5.3.1 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.

5.3.2 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.

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

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 Section 3 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.

Subd. 3. Job Share:

3.1 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. If a teacher wishes to share a position and needs to find another teacher to job share, he/she may apply for a job share partner with the Human Resources Department no later than May 1 of each year for the following school year. Accommodation of a job share position will be made at the discretion of the School District and with approval of the principal or program administrator.

3.2 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.

ARTICLE 7. SUBSTITUTE, PART-TIME AND HOURLY EMPLOYEES (continued)

SECTION 2. PART-TIME CONTRACTED TEACHERS, Subd. 3 (continued)

3.3 Job Share Conditions. The balancing of time and coverage for short-term absences, staff meetings, professional development and other matters will be resolved at the site through mutual agreement by both job-share partners and the principal/program administrator.

3.4 Job Share Seniority. The job share position will be considered a single unit based upon the seniority of the most senior job share partner or each individual teacher may seek a separate part-time contracted position. 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 placed through the transfer process.

3.5 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.

3.6 Elimination of Job Share Position. If a job share position is eliminated, both teachers may transfer as one unit to another full-time position through the transfer process with the seniority rights of the most senior job share partner. The Human Resources Department must be notified by March 1 of a job share partner's intention to discontinue the job share the following school year. If a job share partner leaves during the school year, the other partner shall have the opportunity to work full-time in the assignment or a substitute teacher will be hired to fill the vacancy.

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

SECTION 3. PART-TIME HOURLY TEACHERS.

All terms and conditions of employment for part-time hourly teachers shall be contained solely within this Section 3 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.

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 2003-2004 and 2004-2005 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 625 employees who are promoted into teaching positions will receive a promotional salary increase of a minimum of five percent of their regular biweekly rate of pay.

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

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 Department of Education 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 (or designee) 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.

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.

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

SECTION 2. ELIGIBILITY FOR LANE PLACEMENT AND LANE CHANGE ON THE SALARY SCHEDULE, Subd. 1 (continued)

1.9 Speech Clinicians who hold CCC certification and who are assigned to perform direct billing services will receive one lane change increment up to the PhD/EdD lane.

1.10 Effective for the 2004-05 school year, social workers who hold LICSW license and who are assigned to perform direct billing services will receive one lane change increment up to the PHD/EdD lane.

1.11 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.

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 OR FROM THE HUMAN RESOURCE DEPARTMENT. 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. Temporary verification materials may be used to initiate a lane change; however, any temporary materials must be replaced by "official" materials within three (3) full pay periods of the date temporary materials are submitted in order to effect a lane change at the earliest possible date. Temporary materials in the form of a letter on college/university letterhead signed by the instructor or registrar stating the teacher has successfully completed the course or a completed "Temporary Credit Verification" form signed by the instructor will be accepted. "Temporary Credit Verification" forms can be obtained in school offices and the Human Resource Department.

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, temporary or official, received in the Human Resource Department by October 31 shall apply, effective with the first day of regular employment in the traditional school year. After October 31, 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. If temporary materials are not replaced by "official" materials within three full pay periods, then the pay effective date will be calculated by counting back three full pay periods from the date the "official" materials are received. 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.

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

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.

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, Subdivisions 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 (examples are work experience coordinators [two (2)-week extension] and counselors [two (2)-week extension]).

Subd. 4. This Section shall apply to all teachers, including teachers in the 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).

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

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 twentieth (20) or twenty-fifth (25) years of experience in Saint Paul Public Schools.

"Years of experience" shall mean calendar years from July 1 through June 30 actively employed in the Saint Paul Public School 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.

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

**2003-2005**

<b>Lanes:</b>	<b>3 through 6</b>		<b>7 through 14</b>	
Required years of Saint Paul School District experience	20 years	25 years	20 years	25 years
Dollar amount above maximum step on schedule	\$1,250	\$1,750	\$2,400	\$3,600

Contracted teachers who received a longevity stipend in 2002-03 and who were on Steps 11, 12, or 13 in lanes BA60-PhD/EdD or Steps 12, 13 or 14 in lanes BA-BA45 will be placed on Step 15 for the 2003-04 school year. Other contracted teachers who received a longevity step in 2002-03 who will not be on Step 15 in 2003-04 will receive a one-time additional step advancement at the beginning of the 2003-04 school year in lieu of the fifteen year longevity stipend.



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 School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.

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 school district administrator and in accordance with School District Business Office policies and procedures.

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 Subdivision 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. (Flat rate payment of mileage allowance was discontinued, effective October 1, 1979).

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, 2001

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>
	\$4064	\$4152	\$4271	\$4428	\$4909	\$4977	\$5049	\$5150	\$5222	\$5342

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.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

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 in each summer school on the basis of his/her current step and lane placement. In Summer School 2003, the rate of pay for all teachers employed for summer school shall be based on the salary schedule for 2002-2003. The salary rate shall 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 week. Effective in Summer School 2004, the rate of pay for all teachers shall be the same as the rate paid for ALC Summer School teachers defined in Subd. 2 of this Section.

Subd. 2. ALC Summer School Program. A District contracted teacher whose step placement is Step 10 or higher in the school year immediately preceding summer school will earn \$27 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 \$25 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 week. Adult Basic Education is included in this Subdivision. 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 2003 under the previous Agreement who continue to be so employed beyond June 30, 2003, shall receive the same salary as though the previous Agreement remained in effect for the duration of the 2003 summer school.

Subd. 6. Duration. Summer school in the summer of 2005 will extend beyond the expiration date of this Agreement. The salaries and conditions of employment for summer school assignment beyond June 30, 2005, shall be the same as though this Agreement remained in force for the duration of the 2005 summer school.

Subd. 7. Sick Leave. Teachers employed in the Saint Paul 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.

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS (continued)

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 appropriate Area 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.

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 \$22.55 for the day. For each uncovered absence, up to a maximum of four teachers may receive the \$22.55 per day.

3.1 Effective January 10, 2004, the rate of pay shall be \$23.00.

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.

SECTION 10. NATIONAL BOARD CERTIFICATION

Effective 1997-98, teachers who are National Board Certified in one or more areas will receive a \$2,000 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.

## 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 School District employees, and any supplemental or replacement program required to provide benefits described in the Subdivisions 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 School 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.

#### Subd. 2. Health Maintenance Organization

Employees and or retirees selecting a plan offered by a Health Maintenance Organization agree to accept any changes in benefits which the specific Health Maintenance Organization 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 3). 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 \$550 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.

3.2.2.1 Effective January 1, 2004, each eligible full-time teacher shall receive \$570 per month, which they may spend in a District qualified cafeteria benefits plan.

3.2.2.2 Effective January 1, 2005, each eligible full-time teacher shall receive \$685 per month, which they may spend in a District qualified cafeteria benefits plan.

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.

ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 1. HEALTH AND LIFE INSURANCE, (continued)

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 Subdivision, 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 Subdivision, part-time employment is defined as appearing on the payroll at least 50% time, but less than 94% time. Part-time employees shall received the prorated District contribution to Cafeteria Plan credits stated in 3.2.2 above as follows:

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.

ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE

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:

- A. Be eligible for pension benefits from the St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625;
- B. Must have completed at least fifteen (15) years of continuous employment with Independent School District No. 625 prior to retirement.
- C. Must have been employed by Saint Paul Public Schools and covered under this Agreement immediately preceding retirement.
- D. 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.
- E. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre-age 65 or post-age 65 insurance coverage.

1.2 A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.

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

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 by that carrier, for an employee under this Agreement, in his/her last month of active employment. 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.

ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE (continued)

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.

Subd. 5. Employees hired after January 1, 1996, after completion of three (3) full years of consecutive active service in Independent School District No. 625, 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 \$50 per paycheck up to a maximum of \$500 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.

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.

ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 3. LIABILITY INSURANCE

Subd. 1. Teachers are included as additional insureds on the liability policy of this School 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 School 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 Minnesota Statute §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.

SECTION 5. STATUTORY BENEFITS

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

Subd. 1. Military Reserve Duty Leave

Subd. 2. Severance Pay. All payments made under this subdivision shall be made to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."

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

- 2.1.1 The employee must be fifty-five (55) years of age or older.
- 2.1.2 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.
- 2.1.3 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.

2.2 Amount of Severance Pay.

- 2.2.1 Early Notification Incentive. 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 by March 1 stating that they will retire at the end of the school year, or later up to March 1 of the following year, and who maintain active teaching status until the end of the school year, or resignation date if later, will receive a District contribution of \$2,500 to the Severance Plan.



ARTICLE 10. TEACHER BENEFITS (continued)

SECTION 5. STATUTORY BENEFITS, Subd. 2 (continued)

2.2.2 One Time Incentive for Employees Who Retire at the end of the 2003-04 School Year. Employees who meet the eligibility requirements of 2.1 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources by March 1, 2004, stating that they will retire before the start of the 2004-05 school year will receive a District contribution of \$2,500 to the Severance Plan in addition to the early notification incentive described in 2.2.1 of this Article. This subdivision will not be applicable on or after August 30, 2004.

2.2.3 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:

A. 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:

If Employee Provides Written Notification:	Maximum Amount of Severance for Unused Sick Leave Allowable
After March 1 but Before June 15	\$15,000
After June 15	\$12,500

B. 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.

C. 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, 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 2.2.2 above.

2.2.4 Maximum Severance. Effective July 1, 2003, through August 29, 2004, 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 \$20,000. From August 30, 2004 through June 30, 2005, the maximum amount is \$17,500.

2.3 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.

Subd. 3. Pension Benefits. Pension requirements and benefits as established by the Saint Paul Teachers' Retirement Fund Association.

Subd. 4. 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.

## 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.

A teacher who is absent from duty on compensatory leave under Sections 1-9 is responsible for notifying his/her principal or supervisor of intended return to duty not later than 2:00 P.M. of the duty day preceding the intended return. Failure by the absent teacher to so notify the principal or supervisor in charge that he/she expects to return to work on the following duty day shall result in a deduction of one (1) day from such teacher's accumulated sick leave. In the event that the teacher has no accumulated sick leave, the result shall be a deduction from the teacher's salary, of the amount of pay due the substitute who was erroneously assigned for the day.

**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 Minnesota Statute §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, Subdivision 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-day (1/2) 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.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 1. SICK LEAVE (continued)

Subd. 5. Up to five (5) 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, dependent 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 fifteen (15) 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 fifteen (15) days does not need to occur consecutively. The fifteen (15) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the fifteen (15) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption.

SECTION 2. ATTENDANCE INCENTIVE. Teachers who use five (5) or fewer sick leave days per year in the 2002-2003 and 2003-04 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, Subdivision 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., 2002-2003 sick leave is basis for 2004 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, 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, 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. In cases that do involve such travel, one (1) day of additional leave shall be granted for travel in excess of a two hundred (200)-mile radius of Saint Paul. At the discretion of the Human Resource Department, an additional day of leave extension may be made available if the required travel distance is in excess of a three hundred (300)-mile radius of Saint Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only so long as sick leave time is available and such days shall be subtracted from sick leave. The teacher shall provide the Human Resource Department information on the location of the funeral outside Saint Paul.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 4. QUARANTINE. Teachers quarantined by a health officer because of contagious disease conditions in the teacher's school shall receive payment for time lost through such unavoidable cause for a period not to exceed ten (10) days in any one school year.

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 may 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.

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.

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 Subdivision 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.

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, Subdivision 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.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 9. PERSONAL LEAVE (continued)

Subd. 2. Up to sixteen (16) hours of personal leave (2 days) earned and not used prior to the 1999-2000 school year may be carried forward to a subsequent school year. These personal leave days shall be used first. Any of these unused personal leave hours earned and not used prior to the 2004-2005 school year shall revert to sick leave hours. Beginning with the 2004-2005 school year, the maximum personal leave a teacher may use will be thirty-two (32) hours as described in Subd. 1 of this Section.

Subd. 3. Personal leave shall be granted 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. 4. The use of personal leave for non-emergency use must be requested in writing to the principal or program administrator ten (10) days advance notice of intention to use such leave on a specific date.

Subd. 5. 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.

SECTION 10. MILITARY LEAVE. Pursuant to and within the limits of the requirements of Minnesota Statute §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.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 11. SABBATICAL LEAVE (continued)

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.

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 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 School 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 report 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. Maternity leave is a leave that shall be granted upon request subject to the provisions of this Article. 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.

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.

ARTICLE 12. NON-COMPENSATORY LEAVE (continued)

SECTION 1. TYPES OF LEAVE (continued)

Subd. 4. Parental Leave. Parental leave is a leave without pay that 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 fifteen (15) days of paid sick leave as provided in Article 11, Section 1, Subd. 6. Extensions will be provided until a child or children reach school age.

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-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.

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 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 shall notify the building principal or immediate supervisor in writing on the appropriate leave application form. The teacher will send the completed form with all signatures to the Director of Human Resources 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 school district website at <http://www.spps.org/hrdept/forms/LOAForms.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.

**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)

SECTION 3. RETURN FROM 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 Section 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 Minnesota Statute §120A.42 and as indicated on the school calendar.

### SECTION 2. BASIC CONTRACT YEAR

Subd. 1. For 2003-04 and 2004-05, the basic contract year shall consist of one hundred eighty-seven (187) teacher duty days. Evening conference are part of this 187-duty day work year. Each evening conference, for up to three (3) hours per evening, comprises one-half (1/2) of a duty day.

#### Subd. 2. 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.

2.1 Effective January 1, 1998, the probationary teacher will be paid for actual time worked based on the hourly rate for workshops in Appendix D.

2.2 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.

2.3 When an experienced teacher who has attained tenure in another public school 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.

2.4 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.

### 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 except 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.

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

SECTION 3. LENGTH OF TEACHERS' DAY (continued)

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 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 School 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.

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.

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

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.

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 Minnesota Statute 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 Minnesota Statute §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. 6 as part of the description of procedures for seniority listing.

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.

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

SECTION 2. DEFINITIONS (continued)

1.5 Job Share Teams shall have seniority rights as defined in Article 7, Section 2

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, Subdivisions. 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 Subdivision 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)

SECTION 2. DEFINITIONS (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 Minnesota Statute §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, a random selection tie-breaking procedure shall be followed at the time a distinction becomes necessary. When a tie is broken by random selection, the affected teachers shall be so ranked for this instance only, and no permanent ranking shall result. Tie-breaking shall occur as follows:

- a) The affected teachers shall be informed of the method of random selection to be used and shall be permitted to witness the selection process if desired.
- b) A representative of the Federation shall be present to witness the selection process.

Subd. 5. A copy of the completed seniority listing shall be posted in each building. A copy of the seniority listing and copies of updates to the listing shall be submitted to the Saint Paul Federation of Teachers.

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

SECTION 3. PROCEDURES: SENIORITY LISTING (continued)

Subd. 6. 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, as defined in Article 7, Section 1, Subd. 2, 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.

SECTION 4. 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 Minnesota Statute §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 5. 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.

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 School District a teaching license, either new or renewed, which had not been registered with the District prior to the layoff.



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

SECTION 5. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

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 School 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 School 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 School 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.

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.

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

SECTION 6. PROCEDURES: INVOLUNTARY TRANSFERS

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.

1.1 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 no later than the third full week in July. 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 Subdivision:

3.1 Teachers shall have filed with the Human Resource Department a current address and current telephone number. 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.

3.3 Arena Placement. The intent and requirements of the listing of vacancies and the processing of preferences may be fulfilled by the District prior to or soon after the end of a school year, in preparation for staffing for the coming school year, through an "arena" process or by a mailing process, or both, at the District's option. The arena process shall be carried out by bringing together, in one meeting or in an appropriately divided series of meetings, those teachers who are listed for involuntary transfer for the coming year. A list of vacancies will be available at the arena meeting. Selections must be made at the arena when the opportunity is offered or the right of choice is waived until other like qualified teachers on the list have been reassigned.

When reassignments have been made in this fashion, the District shall contact teachers remaining unassigned, at some time prior to the beginning of the next school year, to advise them of any additional appropriate vacancies which have come into existence. This shall be done within the general intent of this Section, that seniority and license shall govern. These placements may be made by telephone, or by a late summer arena at the discretion of the Human Resource Office. If a late summer arena is scheduled, it will occur during the week prior to the beginning of the teacher work year.

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.

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

SECTION 6. PROCEDURES: INVOLUNTARY TRANSFERS (continued)

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.

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.

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

SECTION 7. 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 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 Subdivisions. 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.

SECTION 8. PROCEDURES: AFFIRMATIVE ACTION PROGRAM

Except for Subd. 1 of Section 5, the provisions of this Article may be modified to the extent necessary to prevent violation of the District's Affirmative Action Program as adopted by the Board and in effect on July 1, 1977. Any person employed in the District's Affirmative Action Program may be exempt from these provisions to the extent such exemption is consistent with law and necessary to accomplish the stated objectives of that Affirmative Action Program.

SECTION 9. GRIEVANCE PROCEDURE. The use of the grievance procedure shall apply only to alleged violations of the provisions of this Article, not to the process itself. In no case shall the Article itself be made subject to arbitration.

No personnel change scheduled under the provisions of this process shall be delayed pending the outcome of any such use of the grievance procedure.

Subd. 1. Jurisdiction of the Arbitrator. 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 this Article, 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.

## 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 of Schools. Within seven (7) days after receipt of the grievance, the Superintendent (or designee) 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's designee 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's designee 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's designee 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's designee 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's designee 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, 2003, through June 30, 2005, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2005, it shall give written notice of such intent no later than May 1, 2005. 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, School 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 flexibility with which to try new methods to improve student achievement. Waivers may be used in specific instances with agreement from both the Federation of Teachers and the Superintendent of Schools. Waivers will be specific to the program or circumstance granted and will not modify the remaining provisions of this agreement.



APPENDIX A

**SALARY SCHEDULE 2003-2005**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/</b>		<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/</b>	<b>Phd/</b>
					<b>MA</b>	<b>MA+15</b>			<b>SPEC</b>	<b>EdD</b>
<b>1</b>	31,161	31,366	31,728	32,088	32,828	33,356	34,235	35,287	36,338	37,568
<b>2</b>	31,752	32,124	32,494	33,196	33,883	34,412	35,287	36,338	37,394	38,621
<b>3</b>	32,545	32,915	33,441	34,164	35,457	35,986	36,866	37,918	38,971	40,198
<b>4</b>	33,388	33,914	34,616	35,495	37,212	37,738	38,617	39,673	40,724	41,953
<b>5</b>	35,059	35,592	36,299	37,364	39,421	39,951	40,837	41,901	42,963	44,208
<b>6</b>	36,406	37,115	38,001	39,064	41,260	41,793	42,677	43,740	44,804	46,047
<b>7</b>	37,648	38,533	39,421	40,483	43,146	43,676	44,562	45,627	46,693	47,933
<b>8</b>	38,303	39,181	40,058	41,112	44,592	45,119	45,996	47,050	48,104	49,335
<b>9</b>	40,166	41,046	41,922	42,976	46,534	47,061	47,939	48,991	50,045	51,274
<b>10</b>	42,802	43,678	44,555	45,610	48,483	49,010	49,891	50,941	51,996	53,223
<b>11</b>	45,269	46,300	47,157	48,013	51,965	53,195	54,071	55,121	56,177	57,408
<b>12</b>	47,098	48,171	49,062	49,953	56,484	57,446	58,704	60,331	61,591	64,257
<b>13</b>	47,348	48,421	49,312	50,203	58,766	59,767	61,075	62,769	64,079	66,853
<b>14</b>	47,598	48,671	49,562	50,453	59,016	60,017	61,325	63,019	64,329	67,103
<b>15</b>	48,614	49,703	50,609	51,514	61,345	62,362	63,691	65,411	66,742	69,559
<b>*20-YEAR</b>	49,864	50,953	51,859	52,764	63,745	64,762	66,091	67,811	69,142	71,959
<b>*25-YEAR</b>	50,364	51,453	52,359	53,264	64,945	65,962	67,291	69,011	70,342	73,159

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 2003-05</u>
Cafeteria Supervisor	\$1,997
<p>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.</p>	
Class Advisor	
Sophomore Class	\$444
Junior Class	\$1,465
Senior Class	\$1,465
Debate Coach	
Junior High School	\$1,465
Senior High School:	
Ten Interscholastic Meets & Regional Tournaments	\$1,908
Twenty Interscholastic Meets & Regional Tournaments	\$3,328
Twenty Interscholastic Meets & Regional Tournaments if <u>more than three</u> teams participate <u>throughout</u> the season	\$4,438

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2003-05</u>
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.)	\$1,110
<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>	
Drivers Education Teacher (See Article 9, Section 6 for governing conditions)	\$21.17/hour
Locker Manager - Secondary: up to maximum of (basis of .0005 of the maximum, per locker)	\$2,885
Mathematics Team Coach	
<u>Junior High School.</u> (A minimum requirement for this stipend is at least 10 participants, and at least six scheduled events)	\$1,110
<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)	\$1,997
Mathematics Team Coach Assistant	\$1,110
<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>	

Music Teachers

Elementary Vocal and Instrumental Music

An elementary vocal or instrumental music teacher who is required to provide more than four (4) evening performances in a school year will be compensated at the rate of \$48 per performance above the four (4) herein prescribed.

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\*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 2003-05</u>
Music Teachers (continued)	
<u>Junior High School</u>	
2-1/2 hours per week (vocal and instrumental)	\$1,997
2-1/2 hours per week and a musical (vocal)	\$2,885
3-1/2 hours per week (instrumental, including one concert)	\$2,885
 <u>Senior High School Instrumental</u>	
3-1/2 hours per week	\$2,885
5 hours per week	\$4,217
<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 or his designee. 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)	\$2,885
3-1/2 hours per week (and at least one seasonal concert per semester and one minor musical revue or theme production)	\$4,087
5 hours per week (and at least one seasonal concert per semester and one major musical production)	\$4,927
<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	\$1,110
North Central Association Coordinator	\$1,110
School Fund Bursar	
Junior High School	\$1,997
Senior High School	\$4,927
School Newspaper - Senior High	
Business Manager: up to the maximum of (basis of .10 of the maximum, per issue)	\$976
Editorial Manager: up to the maximum of. (basis of .0625 of the maximum per issue)	\$3,861
School Plays and Speech Activities Coach - Junior High	\$1,465
School Plays Coach - Senior High	
One full-length play or its equivalent	\$1,597
Two or more full-length plays or equivalent	\$3,151

APPENDIX C, Schedule C-1 (continued)

	<u>Stipend 2003-05</u>
School Patrol Supervisor - Elementary	\$2,220
Science Safety Manager, Secondary	\$544
Speech Activities Coach - Senior High	
Entrance in three festivals or equivalent and the District Speech Festival	\$1,110
Entrance in six festivals or equivalent and the District Speech Festival	\$1,908
Stage Crew Director - Secondary	
Including one major performance	\$1,465
Including two or more major performances	\$2,486
Student Council Director - Secondary	\$2,885
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 \$988.	
Technology Liaison	
Secondary	\$3,861
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 \$533.	
Test Coordinator - Elementary	@ \$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 \$500	
Yearbook - Senior High	
Business Manager	\$976
Editorial Manager	\$2,885

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>2003-05</u>
Athletic Director - Senior High School	\$6,303

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	\$5,859
Wrestling	\$5,325
Swimming	\$4,970
Baseball, Gymnastics, Track, Softball	\$4,438
Cross-country Track, Soccer, Badminton, Cross-country Skiing, Golf, Tennis	\$4,181
Assistant Coaches	
Football	\$4,438
Track	\$3,994
Baseball, Softball	\$3,551
Cross Country Track, Soccer, Swimming	\$3,151
Golf	\$1,829
Adapted Athletics	
Hockey Head Coach	\$4,438
Soccer, Softball Head Coach	\$3,551
Assistant Coach	\$2,352

APPENDIX C, Schedule C-2 (continued)

Stipend  
2003-05

Senior High School

Athletic Equipment Manager	\$3,328
Junior Varsity Coaches	
Basketball	\$3,994
Gymnastics, Softball, Volleyball	\$3,551
Soccer, Badminton	\$3,151
B Squad Coaches	
Basketball, Football, Hockey, Wrestling	\$3,994
Baseball	\$3,551
Miscellaneous Athletics (formerly Intramural Coaches)	\$10.20/hr.
Intramural Coordinator	\$1,474
Cheerleaders Coach (full year assignment)	\$5,859
Danceline/Marching Coach	\$1,474

Secondary

Swimming Coordinator	\$2,308
Ninth Grade Coaches	
Basketball, Track, Football	\$3,994
Volleyball	\$3,551
Junior High School Coaches	
Baseball, Basketball, Wrestling, Volleyball, Softball, Soccer	\$2,220
Junior High School Athletic Coordinator	\$5,325

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.



APPENDIX D

**HOURLY RATES**

<b>RATE GROUPS</b>	<b>Effective July 1, 2003</b>
Attendance at Workshops: Compensated Workshop <sup>1</sup>	\$16.40 or In-service Credit
General Assignments: Saturday School, Tutoring, and Curriculum Writing	\$19.48
Instructional Assignments: ALC/ADP/ABE, Chapter I - N & D, Home/Hospital, Loss of Preparation Time for classroom coverage <sup>2</sup> Preparation/Planning Time Providers <sup>3</sup>	\$22.55

<b>RATE GROUPS</b>	<b>Effective January 10, 2004</b>
Attendance at Workshops: Compensated Workshop <sup>1</sup>	\$16.40 or In-service Credit
General Assignments: Saturday School, Curriculum Writing	\$19.48
Instructional Assignments: ALC/ADP/ABE, Chapter I - N & D, Home/Hospital Loss of Preparation Time for classroom coverage <sup>2</sup> Preparation/Planning Time Providers <sup>3</sup> Tutoring	\$23.00

<sup>1</sup> "COMPENSATED WORKSHOP" A staff development event designated as a "Compensated Workshop" means that either in-service credit (or college credit, if offered) or monetary compensation at this Appendix D rate for actual workshop hours will be offered; and either may be elected by the teacher attending the full event. Such events scheduled and assigned outside the contractual professional day or on non-duty days shall be compensated in this fashion.

**NOTE: Some activities also occur within the contractual professional day (after student hours) without extra compensation.**

Other building-based and District-based activities also occur for which no compensation is available or in-service credit only is available. These are voluntary participation activities.

<sup>2</sup> See Article 9, Section 9, CONTRACT TEACHERS AS SUBSTITUTES, for governing conditions.

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

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INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

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Chair, Board of Education

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President

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Treasurer, Board of Education

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Business Agent/Negotiator

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Clerk, Board of Education

---

Business Agent

---

Executive Director Human Resources and  
Labor Relations

---

Bargaining Team Chair

---

Negotiations/Labor Relations Manager

---

Bargaining Team Member

---

Negotiations/Labor Relations  
Assistant Manager

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Bargaining Team Member

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Date

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Bargaining Team Member

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Bargaining Team Member

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Bargaining Team Member

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Date

INTENTIONALLY BLANK

## **ADDITIONAL INFORMATION**

(Not a Part of the Agreement)

Meet and Confer

Grievance Procedure

Accessing and Reviewing Personnel Files

## **STATEMENTS OF INTENT**

Student Conduct

Special Education Professional Issues Committee

Instruction Classes - Size

Lesson Plans Procedures

Teacher Time and Workload

## 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 District 625. 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 at the employee's expense.

## 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 (or designee) for final resolution.

### 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 2003-2005 school year, 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.

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 Schools shall be guided by these assumptions and principles:

Basic assumptions:

- The School 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 2002-2003 school year, 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 2002-2003 school year.

## **MEMORANDA OF AGREEMENT/UNDERSTANDING**

Regarding a Professional Issues Committee

Regarding Teacher Transfer Procedures

Regarding Discipline

Regarding Career in Education Program

Regarding Staff Development Advisory Committee

Regarding Federation of Teachers Use of District Email System

Regarding Negotiations Committee

Regarding Administrative Procedure for Teacher Notification  
of Student Violent Behavior

MEMORANDUM OF AGREEMENT  
Regarding a Professional Issues Committee

The Board of Education of ISD No. 625 and the St. Paul Federation of Teachers, Local 28, exclusive representative of teachers in the St. Paul Public Schools, 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 have initiated a Professional Issues Committee to review and discuss 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.

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 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.

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 School 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.

This Memorandum of Agreement shall be in effect for the duration of the 2003-2005 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director, Human Resources and Labor Relations

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Negotiations/Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### Teacher Transfer Procedures

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625, Employer (hereinafter "District"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). It is entered into for the sole and exclusive purpose of establishing a teacher transfer procedure described herein.

#### Teacher Transfer Procedures - Broad 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.

#### Definitions And Assumptions

- Vacancy - is 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).
- Posted Position - is a teacher position to be filled for which, in addition to licensure, some specific skill, training, experience or other bona fide occupational qualification (BFOQ) is required for candidates to be considered for the position. Posted positions are excluded from these group processes for transfers. 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.
- A teacher will indicate his/her interest in a voluntary transfer by accessing the district teacher transfer website (<http://www.spps.org/hrdept>, then click on Teacher Transfer Request) and stating her/his preferences using the web form.
- Teachers who occupy positions which are essentially itinerant or are regularly assigned by District administration (such as counselors, nurses, librarians, 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.

#### Involuntary Process

1. In the event that that a teacher's position is cut at their school/program, the teacher will be reassigned through the involuntary process based on any rights the teacher has to another assignment. The Labor contract rules stated in Article 14, Section 6 govern this involuntary transfer process.
2. The intent for this procedure is that vacancies will be identified not later than the third full week in July. Teachers whose positions were eliminated and who have seniority rights to be placed will be contacted by the Human Resource Office. If this is not feasible, then the arena setting described in Article 14, Section 6, Subdivision 3, may be used, with the understanding that the arena will be scheduled by the Human Resource Department no later than the third week in July.

## Memorandum of Agreement Regarding Teacher Transfer Procedures (continued)

### Voluntary Process

1. Teachers returning from leave who are guaranteed to return to a position and who have by March 1 made written commitment to return to work are included and should also participate in this voluntary transfer procedure.
2. Classroom teachers who wish to be considered for voluntary transfer are eligible to participate unless advised by Human Resource Department that they are ineligible (reasons - probationary, identified for layoff, transfer in prior year, Improvement Plan, administrative transfer status, stranding, and so on).
3. The Human Resource Department will determine the earliest date feasible and will begin to accept requests for voluntary transfer on the website. All teachers will be notified that voluntary transfer requests are being accepted.
4. The Professional Issues Committee (PIC) and administration will determine which teaching positions are considered hard-to-fill due to a shortage in available licensed teachers.
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.
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.
7. Probationary teachers and teachers on Improvement Plans can participate in the voluntary transfer procedure only if approved in advance by the Human Resource Department.
8. The district may hire new teachers concurrent with the voluntary transfer procedure.
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.
10. Final interviews for filling actual vacancies may take place at a later date, as determined by each individual site. Site selection teams should interview and recommend finalists to the principal/program administrator. Teachers who interview and are offered a position may decline the offer. Once a teacher has accepted an offer, their previous position becomes available. Teachers are eligible for only one voluntary transfer per school year.
11. The voluntary transfer process will continue until mid-July, when the involuntary process will begin.
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 (no later than October 15).
13. When enrollment is stabilized or a mid-October student count is defined, if there are new allocation vacancies, the voluntary process will resume. The schools/programs and the Human Resource Department will continue to use the voluntary transfer list as a source of information to consider teachers for late vacancies.

Memorandum of Agreement Regarding Teacher Transfer Procedures (continued)

Special Restrictions

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.

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.

Term

This is the full understanding of the parties regarding transfer procedures. This Memorandum shall remain in effect for the duration of the 2003-2005 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director, Human Resources and  
Labor Relations

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Negotiations/Labor 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 2003-2005 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 2003-2005 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 Minnesota Statute §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 2003-2005 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

\_\_\_\_\_  
Chair, Board of Education

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President

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Executive Director, Human Resources and  
Labor Relations

\_\_\_\_\_  
Business Agent

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Negotiations/Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Memorandum of Agreement

### Career in Education Program

The Career in Education Program supports the professional growth of teachers in the Saint Paul Public Schools. The underlying beliefs of the Career in Education Program are that:

- Quality professional development and assessment, aligned with state, district and school goals, enhance teacher effectiveness, build confidence, and increase student achievement.
- Collegial collaboration and ongoing support from peers and administrators are vital to teacher effectiveness and morale.
- Adequate time and resources are necessary for effective professional assessment and development.
- A system that supports excellence in teaching will strengthen the district's capacity to attract, develop, and retain high quality professionals in the Saint Paul Public Schools.

The Career in Education Program is the result of nearly two years of intensive collaboration by a joint district/union Teacher Evaluation and Professional Development Task Force established in the 1999-2001 teacher contract. The task force was composed of representatives from major administrative departments of the SPPS and an equal number of SPFT members selected by the Federation. In the spring of 2001, the Federation Executive Board and SPPS Superintendent transferred the direction and oversight of the Career in Education Program to the newly created Career in Education Board (CEB).

#### SECTION 1. Career in Education Board

Subd. 1 The CEB has seventeen members. The SPFT selects nine CEB members, including the SPFT president or his/her designee and eight teachers representing various grade levels, special education, and ELL. The District Administration selects eight CEB members representing various departments, including Superintendent, Staff Development, Standards, Principals, ELL, Special Education and Human Resources. The Board meets monthly during the school year. Committees of the Board may meet more frequently as needed.

Subd. 2 One Federation appointed CEB member and one District appointed CEB member will co-chair the CEB.

Subd. 3 A quorum shall require the presence of 10 members of the Board. Decisions of the Board shall require an affirmative vote of at least 10 members.

Subd. 4 The CEB will develop, review and revise Career in Education Program policies and documents. It will create job descriptions, selection processes and performance review procedures for all compensated positions associated with the Career in Education Program. The CEB will recommend compensation levels for these positions. These recommendations must be approved by the ongoing labor/management Negotiations Committee. It will establish an appeals process and review all comments regarding the program. The four responsibility areas of the CEB are to develop, review and revise the:

- Standards of Effective Teaching
- Professional Development and Assessment System for teachers
- Teacher Induction Program
- Teacher Assistance Program

## Memorandum of Agreement Regarding Career in Education Program (Continued)

### SECTION 2. The Standards of Effective Teaching

#### Subd. 1

The Standards of Effective Teaching were developed by the CEB 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 the Career in Education program, including professional development plans and the observation and evaluation of teachers.

Subd. 2 The CEB will solicit feedback from teachers and administrators about the Standards of Effective Teaching. The Board will use this information to review and, if necessary, revise the standards.

### SECTION 3. Professional Development and Assessment for Teachers

Subd. 1 All probationary teachers will have at least two formal classroom observations based on the Standards of Effective Teaching. A licensed administrator will complete these observations, post observation conferences and a summary evaluation. 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<sup>th</sup>.

Subd. 2 All tenured teachers will have three options for professional development and assessment: Professional Development Team, Individual Professional Development, or Annual Observation and Evaluation.

2.1 Professional Development Team. Teachers choosing the Professional Development Team approach will create a team of at least 2 colleagues and develop an annual Professional Development Plan.

2.2 Individual Professional Development. Teachers choosing the Individual Professional Development option will work individually on an annual Professional Development Plan.

2.3 Annual Observation and Evaluation. Teachers choosing the Annual Observation and Evaluation will have at least one classroom observation, a post observation conference, and a summary evaluation each year by a licensed administrator based on the Standards of Effective Teaching.

Subd. 3 Teachers who choose the team or individual Professional Development Plan options are eligible for in-service and/or continuing education credits if they meet the program requirements.

Subd. 4 Licensed administrators may observe any teacher performing his/her contractual duties at any time.

### SECTION 4. Teacher Induction Program

Subd. 1 The CEB will develop the new teacher orientation for all teachers new to the district. Teachers attending this orientation will be compensated at the staff development rate.

Subd. 2 The CEB will develop a three-year induction program for probationary teachers.

Subd. 3 Probationary teachers required to receive mentoring assistance will select a qualified mentor and participate in the program requirements. Other eligible probationary teachers may select a mentor. Probationary teachers and mentors will receive either a stipend or in-service credit for their work.

Memorandum of Agreement Regarding Career in Education Program (Continued)

Subd. 4 The CEB will develop a pilot peer review program. Consulting Teachers selected by the CEB may provide peer assistance and review in this pilot program.

SECTION 5. Teacher Assistance Program

Subd.1 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 Area Superintendent 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 Area Superintendent based on this evaluation.
- 7) The Area Superintendent 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 Career in Education Program is that Peer Assistance and Review will be integrated into the Improvement Plan process at some future date.

"Below Standards"

A teacher's overall performance must Meet or Exceed Standards as of June 1<sup>st</sup> 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 1<sup>st</sup> 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.

Memorandum of Agreement Regarding Career in Education Program (Continued)

Placement on an improvement plan is not grievable; however, a teacher may appeal the components or timelines of an improvement plan to his/her area superintendent. If a step advancement or longevity stipend is withheld beyond twelve months, the employee may utilize the grievance procedure to seek reinstatement of the step.

Subd. 2 The CEB will continue to refine the specific steps in the Improvement Plan process and develop support for teachers on Improvement Plans.

SECTION 6. Career in Education Compensated Positions

Subd. 1 The CEB will develop the job description and selection process for the following Career in Education positions:

1.1 Mentors. Mentors provide peer-coaching support to eligible probationary teachers. The probationary teachers (mentees) select qualified mentors. Mentors and mentees can receive either a stipend or 3 in-service credits.

1.2 Consulting Teachers. Consulting Teachers participating in the pilot peer assistance and review program for probationary teachers may provide intensive peer coaching and review. Consulting Teachers working with tenured teachers on Improvement Plans will provide intensive peer coaching. The Consulting Teacher position is a posted position selected by the CEB. Consulting Teachers receive a stipend.

1.3 Site Staff Development Coordinators. Site Staff Development Coordinators are responsible for training staff in their building on the Career in Education program, coaching the professional development teams, reviewing the professional development plans and other duties outlined in the job posting. The Site Staff Development Committee selects coordinators at their site. Site Staff Development Coordinators receive a stipend.

This Memorandum of Agreement shall be in effect for the duration of the 2003-2005 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS, LOCAL NO. 28

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
President

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Executive Director Human Resources and Labor Relations

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Business Agent

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Negotiations/Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT

Staff Development Advisory Committee

In accordance with Minnesota Statute 122A.60 the St. Paul Board of Education shall establish a district staff development advisory committee (SDAC). The SDAC is responsible for developing the district staff development plan, assisting site staff development committees, and evaluating *professional development* efforts at sites. The district staff development plan must focus on improving student achievement, be consistent with district outcomes *and state statutes*, focus on continuous improvement toward achieving goals (listed in M.S. 122A.60), set guidelines for awarding best practices grants, and establish criteria for the use of district-wide staff development resources.

The Board of Education and St. Paul Federation of Teachers agree that 17 members will serve on the SDAC. *The SDAC shall include: a teacher majority representing various grades, content areas and special education, non-teaching staff, parents and administrators.* A selection committee composed of the Director of Staff Development, the President of the St. Paul Federation of Teachers, the President of St. Paul Principal Association and a parent or community representative selected by the Office of Site-based Management shall recruit and select members of the SDAC. The selection committee will establish the process *and criteria* for member selection and operate on consensus.

Members of the SDAC serve a two-year term. The first term begins in September 2001. The president of the St. Paul Federation of Teacher or designee and the director of staff development shall automatically serve on the SDAC. The SDAC will elect a chair, maintain minutes, establish subcommittees as needed, decide on quorums and operating procedures as necessary.

This Memorandum of Agreement shall be in effect for the duration of the 2003-2005 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

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Chair, Board of Education

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Labor Relations

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Business Agent

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Negotiations/Labor 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

\_\_\_\_\_  
Executive Director Human Resources and  
Labor Relations

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Negotiations/Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

Negotiations Committee

The Board of Education of ISD No. 625 and the St. Paul Federation of Teachers, Local 28 exclusive representative for teachers in the St. Paul Public Schools, agree to establish an ongoing Negotiations Committee. The Committee shall be composed of the Executive Director of Human Resources/Labor Relations Department of the St. Paul Schools, other members assigned by the Executive Director as needed, the President of the Federation, a Federation Business Agent, and members of the teacher bargaining team.

As a general practice this Committee will meet monthly. More or fewer meetings may be scheduled at the discretion of the Committee. Either the Executive Director of Human Resources or the President may call a special meeting of the Committee to deal with specific issues on the basis of urgent need.

The Committee shall have the following powers and duties to:

- a. Work on unresolved contract issues for inclusion in the next contract.
- b. Resolve disputes regarding the interpretation or application of this Agreement.
- c. Revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline it.
- d. Develop Memoranda of Agreement between the District and the Federation.
- e. Establish temporary subcommittees to address contractual issues. The Committee will establish membership and operating procedures for subcommittees. It will establish deadlines for subcommittees to report recommendations to the Committee. Subcommittees will be jointly chaired. The Executive Director of Human Resources and President shall select subcommittee chairs.

This Memorandum of Agreement shall be in effect for the duration of the 2003-2005 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS  
LOCAL NO. 28

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Chair, Board of Education

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President

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Executive Director Human Resources and  
Labor Relations

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Business Agent

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Negotiations/Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Understanding

Regarding Administrative Procedure for Teacher Notification of Student Violent Behavior

The Board of Education and the Saint Paul Federation of Teachers agree to meet and confer to develop an administrative procedure that complies with Minn. Stat. §§121A.64 and 121A.75 which requires notification to staff who have a legitimate interest in knowing that a student with whom they come into contact with has a history of violent behavior.

For the 2003-2004 school year, the Professional Issues Committee will develop an administrative procedure by which to notify staff. This process will be completed and information will be distributed to teachers at the beginning of the 2004-05 school year.

**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

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President

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Executive Director Human Resources and  
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Negotiations/Labor Relations Manager

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Date

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