

Proposals to Improve Teaching and Learning Conditions

Adult Basic Education Teachers - Staffing

[New]

MEMORANDUM OF AGREEMENT

Adult Basic Education Teachers – Ratio of Contracted to Hourly Staff

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter “District”); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter “Federation”) exclusive representative for teachers. It is entered into for the sole purpose of setting a ratio to limit the proportion of hourly, non-contracted teachers working in the District’s Adult Basic Education Program.

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

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

1. For every four (4) hours of instruction performed by regular, contracted teachers in the Adult Basic Education Program, there will be no more than one (1) hour of instruction performed by hourly teachers.
2. This Memorandum of Agreement shall be effective beginning September 1, 2018.

[Signatures]

Dual Immersion Teachers

ARTICLE 9. ADDITIONAL COMPENSATION PROVISIONS

[New] SECTION 13. IMMERSION AND DUAL IMMERSION TEACHERS

Subd. 1. Except where noted, this section applies to teachers who teach in a dual immersion program for a non-dominant world language (ie. Hmong), where classroom materials are not readily available for purchase, and where teachers are regularly required to translate curriculum and supplemental materials for their classroom in addition to their regular teaching duties. In recognition of this additional work, the non-dominant language dual immersion teachers will be paid a \$5,000 annual stipend.

Subd. 2. Teachers who teach in a dual immersion program for a non-dominant world language (ie. Hmong) will begin their work year two (2) days prior to the start of Opening Week. Teachers will be paid their daily rate of pay (annual salary divided by 187) for the two additional days. These days will be dedicated toward professional development and program development, of which the content of the days will be determined by the school sites with input from teachers in the program.

Subd. 3. Any translation work for district-wide use that occurs will be paid at the translation rate in Appendix D and will be voluntary. All Immersion and Dual Immersion programs will be given an additional semester, at a minimum, prior to implementation of any new district curriculum or assessments. No implementation will occur until the district can provide translated materials for teachers to use and PD is provided on how to use the materials.

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

Regular Education Report Cards for Students Who Receive Special Education Services

[New] Add to Statement of Intent on Time and Teacher Workload:

Assigned general education classroom teachers, in conjunction with special education staff, will complete progress reports at each reporting period for students who receive special education services at a Federal Setting Level 1 and 2.

For students who receive special education services at a Federal Setting Level 3, teachers will only complete a regular education report card for the content areas when students are accessing general education, in addition to special education progress reports for each reporting period. If a student receiving special education services at a Federal Setting Level 3 does not access general education, a regular education report card will not be completed. In that case, only special education progress reports will be completed at each reporting period.

Teachers will not complete regular education report cards for students who receive special education services at a Federal Setting Level 4. Only special education progress reports, at each reporting period, will be required.

Elementary Specialists

[New]

MEMORANDUM OF AGREEMENT

Elementary Specialists

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative for teachers. It is entered into for the sole purpose of establishing the expectations for the support of the work of Elementary Specialists.

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

1. Each Elementary specialist will have use of \$500 per school year, from the school's "instructional materials" budget, to be maintained and monitored by the lead clerk. Standard budget monitoring will apply through the use of P-cards and receipt turn-in. Materials must be purchased with approval from administrator.
2. Elementary specialists are allowed to attend a PLC in their content area, instead of a school level PLC. Specialists will receive mileage reimbursement for driving to PLC meetings. Mileage will be reimbursed in accordance with district policy.
3. In accordance with the TDE agreement, Specialists are excused from two of the maximum of four principal directed meetings per month to compensate for attending a district PLC. If a specialist chooses to attend a meeting from which they are excused, they will be compensated at their regular hourly rate based on their daily rate (annual salary divided by 187).
4. All specialists will be involved in setting their building schedule. Prep periods for specialists will not be split into more than two sections or be provided in increments of less than 25 minutes.
5. If district-wide PD is being offered in the specialist's content area on a district professional development day, the specialist shall be permitted to attend that PD in lieu of building PD unless it would unreasonably interfere with building and/or district priorities.

Election Judges

ARTICLE 11 COMPENSATORY LEAVES OF ABSENCE

[New] SECTION __. ELECTION JUDGES. Teachers serving as official election judges shall be granted leaves of absence with pay for one (1) primary election day and/or one (1) regular election day in any year in which such elections are held to serve in that capacity.

Staff Meetings Conflicts - Evening Events and Election/Caucus Days**[New] Add to MEMORANDUM OF UNDERSTANDING on Workload Clarification**

No principal directed meetings, either before or after school, will be scheduled on any Primary or General Election Day or Precinct Caucus day. No morning principal directed meetings will be held on any day on which a required evening event or conference night has been scheduled.

Protection from Injury

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE

SECTION 8. SCHOOL-RELATED INJURIES

[New]

Subd. 4. Any teacher who sustains a concussion due to an assault as defined in Subd. 1 above shall be given the option to be immediately transferred to another school or program site. The teacher shall not be asked about exercising this option until the teacher's physician has cleared the teacher to return to work. If no alternate position in the teacher's license area is immediately available, the teacher will be placed on a leave with pay, not to be deducted from accrued sick leave, until such a placement becomes available.

Subd. 5. Any teacher who is pregnant shall be immediately transferred to another school or program site if she provides notice to Human Resources that, in the subjective belief of the teacher, she is at increased risk of injury due to assault in her current assignment. If no alternate position in the teacher's license area is immediately available, the teacher will be placed on a leave with pay, not to be deducted from accrued sick leave, until such a placement becomes available. The teacher shall be returned to her original position following the conclusion of her parental leave.

Union Business Leave

ARTICLE 6. FEDERATION RIGHTS

SECTION 5. FEDERATION BUSINESS LEAVE

In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of ~~200~~ **500** person days total for the District, for teachers **or members of other Federation bargaining units** to participate in official business of the Federation. In an unusual circumstance, and following written specific request by the Federation, the Superintendent may, at his/her discretion, elect to authorize specified additional

days beyond the ~~200~~ **days** permitted herein. Except for members of the Saint Paul Federation of Teachers Executive Board **or such other groups or bodies as are designated by the Federation**, no one teacher may be granted leave under this provision for more than five (5) person days in a school year.

Approval for this leave is contingent upon five (5) days written notice in advance, or as soon thereafter as possible, by the Federation to the Employee Relations Office of the District upon the proper request form, and upon approval by Human Resources. **Such approval will not be unreasonably withheld.**

Leave requested by the Federation for negotiations purposes is handled separately, under Section 2 of this article, and the approval of Human Resources is required. **Such approval will not be unreasonably withheld.**

Leave requested by the Federation for collaborative professional activities of the Federation and the District is handled separately from this provision and must be approved by the Superintendent. **Such approval will not be unreasonably withheld.**

The 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.

Maintenance of Union Membership

ARTICLE 6. FEDERATION RIGHTS

[The following are NEW sections:]

SECTION 6. ACCESS TO MEMBERSHIP LISTS

By October 1 of each school year, the District shall provide in electronic form to the Federation the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Federation with a current bargaining unit list. Such requests shall be filled within five days.

SECTION 7. ACCESS TO WORKSITES

Representatives of the Federation shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Federation representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

SECTION 8. MAINTENANCE OF MEMBERSHIP

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the Federation. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Federation and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

Charter/Voucher Schools:

[New]

ARTICLE XX. NEUTRALITY AGREEMENT.

The District agrees that, in the event of a sale, transfer, or lease of District property to a private entity for the purposes of opening a charter or voucher school, the district will:

1. Only sell, lease, or rent the building at a fair market value.
2. Require the buyer or leaser to enter into a union card check neutrality election agreement with the Federation, that is in compliance with the appropriate law--National Labor Relations Act or the Public Employment Labor Relations Act and as described below:

This Agreement is between _____ (herein referred to as the Employer) and the Saint Paul Federation of Teachers, Local 28 (hereinafter referred to as the Federation). For the purposes of this Agreement, the Employer shall include any entity which the Employer controls, is controlled by the Employer or is under common control with the Employer.

1. NEUTRALITY

A. The Employer agrees to be neutral regarding the unionization of any non-represented education employees ("Employees").

B. Neutral means that, except as explicitly provided herein, the Employer will not at any time involve itself in the matter of whether or not its Employees will be unionized.

2. ORGANIZING PROCEDURES

A. Immediately following the Federation providing the Employer with a written notice indicating its desire to represent a proposed bargaining unit at a workplace owned, controlled or operated by the Employer (including a description of such bargaining unit), the parties will agree on the appropriate bargaining unit, using National Labor Relations Board principles or PELRA regulations, as appropriate.

B. Within five (5) days after the appropriate bargaining unit has been determined, the Employer will provide the Federation a list of all Employees in the proposed bargaining unit, including:

1. Full name
2. Home address
3. Cell phone number
4. Home phone number
5. Job title
6. FTE
7. Work location, including room number
8. Personal email address
9. Work email address

The Employer will provide monthly updates of this information.

C. Upon written request by the Federation, the Employer will grant the Federation reasonable access to its facilities to distribute literature and meet with unrepresented Employees. Access will include but is not limited to; all employee break-rooms, bulletin boards and staff lounges and non-work areas. The Federation may meet with members during non-student contact times in their classrooms and work areas (including breaks, lunch periods, and before and after classes) on a day-to-day basis. Representatives of the Union agree to notify the office of their presence upon arrival and to follow standard sign-in procedures.

D. For Private Charter/ Voucher Employers, upon written request by the Federation, the Employer will recognize the Federation without an NLRB a election if the Federation secures a simple majority of authorization cards of the employees in the proposed

bargaining unit (card check recognition). The card check will be conducted by a mutually agreeable neutral third party within five (5) days after the Federation's request. The neutral third party shall maintain the confidentiality of the cards.

3. FIRST CONTRACT NEGOTIATIONS

Public Charter Employers will be subject to the terms set forth under PELRA for contract negotiations.

Private Charter/ Voucher Employers will agree to the following:

- A. The parties agree to a no-strike, no-lockout pledge for first contract negotiations.
- B. The parties will negotiate for a total of 180 days from the date of Federation recognition. Any unresolved issues for a first collective bargaining agreement will be submitted to a mutually-agreeable arbitrator for resolution within 30 days after the 180-day negotiation period ends, using procedures developed by the parties. Each party will submit a "final offer package" of unresolved issues. The Arbitrator will, within 30 days, rule on a final contract.

4. DISPUTE RESOLUTION

- A. Any alleged violation or dispute involving any aspect of this Agreement will be brought before a mutually agreed-to arbitrator within 15 days of submission of the dispute by the charging party.
- B. The arbitrator shall rule on the dispute at the close of the hearing. The arbitrator's decision will be final and binding on the parties.