

2015- 2017

SAINT PAUL PUBLIC SCHOOLS

Agreement between the

**Board of Education
Independent School District No. 625**

and the

Saint Paul Federation of Teachers

Representing

Educational Assistants

July 1, 2015 through June 30, 2017





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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ARTICLE 1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement, entered into between the Board of Education (hereinafter referred to as the Board) of Independent School District No. 625, Saint Paul, Minnesota, and the Saint Paul Federation of Teachers Local 28, (hereinafter referred to as the Federation), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for the educational assistants (Levels 1 and 2) for the duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

- 2.1 Recognition. In accordance with the provisions of PELRA, the result of the representation election held on Friday, May 12, 1978, 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 educational assistants in the appropriate unit as defined in this Agreement.
- 2.2 Jurisdiction. The Federation is the sole elected representative of all educational assistants who are defined 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

- 3.1 Employee. "Employee" shall mean any person who holds a position in the appropriate unit as defined in 3.2 of this article.
- 3.2 District. "District" shall refer to Independent School District No. 625, employer, and Saint Paul Public Schools.
- 3.3 Appropriate Unit. For the purpose of this Agreement, the term "appropriate unit" shall mean that unit of employees of Independent School District No. 625, Saint Paul, Minnesota, who are classified as educational assistants (Levels 1 and 2), whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) workdays per year.
- 3.4 Board. "Board" shall mean the Board of Education or its designated officials.
- 3.5 Superintendent. "Superintendent" shall mean the Superintendent of Schools or a designated representative.
- 3.6 Days. "Days" shall mean employee workdays, except where otherwise designated.
- 3.7 Other Terms. Terms not defined in the Agreement shall have those meanings as defined by PELRA.
- 3.8 Full-time Employees. Full-time employee shall mean any person covered under this agreement that works a full-time equivalent of .9375-1.0 FTE.

ARTICLE 4. EMPLOYEE RIGHTS

- 4.1 Right to Join and Participate. Employees shall have the right to form and join labor or employee organizations.
- 4.2 Right to Views. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.
- 4.3 Right to Dues Check Off. Employees shall have the right to request and be granted payroll deduction for dues to be paid to the Federation. Upon receipt by the Payroll Department of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the amount that the employee has agreed to pay to the Federation during the period provided in said authorization. The District will remit said deducted amount to the Federation within the payroll period covered by the paycheck from which the deduction is made.

ARTICLE 5. FEDERATION RIGHTS

- 5.1 Officer, Business Agent or Steward. An officer, business agent or authorized steward of the Federation has the right to meet with employees as long as the meeting does not interfere with the job responsibilities of any employee. It is understood that whenever possible these meetings will be held before work, after work, or during a designated break in the employee's workday.
- 5.2 Representation Fee.
- 5.2.1 The Federation shall have the right to request and be granted payroll deductions from the earnings of educational assistants 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. The District will remit the deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.
- 5.2.2 The Federation agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District in compliance with the provisions of this section.
- 5.3 Federation Business Leave. In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of twenty (20) person days total for the District, for educational assistants to participate in official business of the Federation. **Additionally, in each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of five (5) days total for the District, for any educational assistant who is an officer or member of the Executive Board of the Federation 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 twenty (20) permitted herein. Except for members of the Saint Paul Federation of Teachers Executive Board, no one educational assistant 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 Negotiations/Employee Relations Office of the District upon the proper request form, and upon approval by the Negotiations/Employee Relations Manager.

ARTICLE 5. FEDERATION RIGHTS (continued)

Leaves requested by the Federation for negotiation purposes are not covered by the provisions of this section.

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

ARTICLE 6. BOARD OF EDUCATION RIGHTS

- 6.1 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 Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel as outlined in PELRA 179A.07, Subd. 1 and 2.
- 6.2 Managerial Responsibilities. The Board has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal, or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement.

ARTICLE 7. EMPLOYEES' BASIC WORKDAY AND YEAR

- 7.1 Workday. The normal full-time workday shall be seven and one-half (7 1/2) consecutive hours per day, including lunch time not to exceed thirty (30) minutes in length.
- 7.1.1 If any educational assistant is assigned to work longer than the seven and one-half (7 1/2) hours described in 7.1 above, that employee will be paid on the straight-time hourly rates (Appendix A) up to a total of forty (40) hours worked in any given week. Hours worked in any week in excess of forty (40) hours will be compensated consistent with Fair Labor Standards Act (FLSA) regulations.
- 7.1.2 Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.**
- 7.2 Overtime and Compensatory Time.
- 7.2.1 Overtime is to be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate for all hours worked in excess of forty (40) hours per week.
- 7.2.2 The overtime compensation due the employee shall be paid at the rate herein cited, or by granting compensatory time on a time and one-half (1 1/2) basis if mutually agreed to by the principal/program administrator and the employee.
- 7.3 Call Back. Full-time educational assistants who are called into work at a time outside of their normal workday will be paid a minimum of two (2) hours at their regular rate of pay, if the assignment is not immediately preceding or following the paid workday. If the assignment is immediately preceding or following the employee's paid workday and does not result in a period of unpaid duty free time, then the employee will be paid at the straight time rate for actual hours worked up to the overtime requirement of 7.1.1 above.

ARTICLE 7. EMPLOYEES' BASIC WORKDAY AND YEAR (continued)

- 7.4 Sign language interpreters who have accepted an after-school assignment will be paid two (2) hours if the assignment is cancelled with less than twenty-four (24) hours notice.
- 7.5 All Interpreters assigned to work additional hours will be paid their regular rates as stated in 7.1 Workday and 7.2 Overtime and Compensatory Time.
- 7.6 Part-time employees shall work those hours assigned by the appropriate supervisor.
- 7.7 Evening Conference Time. The District may assign any or all educational assistants to be present for duty on regularly scheduled conferences, consultation and meetings with parents and/or students. Compensation shall be based on the educational assistant's normal daily/hourly rate up to forty (40) hours of work in a week, consistent with, Subd. 7.1.1 of this article. Educational assistants may be granted compensatory time off on a date specified by the District in lieu of the above-described compensation, consistent with, Subd. 7.2.2 of this article. Each evening conference comprises one-half (1/2) day of work for a total of two (2) regular duty days of work per year.
- 7.7.1 There are normally four (4) evening conferences scheduled in the school year. If an educational assistant is not needed at a conference, alternative days or hours shall be assigned to fulfill the work year assignment. Conferences are part of the one hundred eighty-four (184) workdays each year.
- 7.7.2 Non-Student Contact Days. Educational assistants are assigned five (5) workdays within the work year for participation in program planning and staff development opportunities. These five (5) days shall occur during opening week and throughout the school year.
- 7.7.3. Two October Professional Conference Days. To encourage Educational Assistants to seek professional development opportunities, Educational Assistants will be paid the two October Professional Conference days as duty days. The October professional conference days are part of the one hundred and eighty-four (184) workdays each year.
- 7.8 Work Year: Full-Time Employees.
- 7.8.1 Ten (10) Month Work Year. The basic ten (10) month work year shall include one hundred eighty-four (184) guaranteed duty days, within the school calendar, as assigned, and shall be paid biweekly for time worked.
- 7.8.2 Twelve (12) Month Work Year. The twelve (12) month work year shall consist of fifty-two (52) weeks paid biweekly, from July 1 through June 30.
- 7.8.3 Short-Term Temporary Employment. Any regular employment, either full-time or part-time, which is for a period of less than one (1) full calendar year in length, shall be considered short-term temporary employment. Such employment shall provide only the entry-level salary and legally-required pension contributions. Educational assistants who are on layoff and accept a temporary position at their level that is greater than 20 consecutive duty days shall receive their regular rate of pay. If a level 2 educational assistant accepts a level 1 temporary assignment greater than 20 days, the educational assistant will be placed at the salary schedule step within their lane that reflects the least possible loss of income from their level 2 position. No other benefits provided in this Agreement shall apply for such short-term employment. The short-term employment shall terminate on the date specified to the employee. No other benefits provided in this Agreement shall apply for such short-term employment. The short-term employment shall terminate on the date specified to the employee.

ARTICLE 7. EMPLOYEES' BASIC WORKDAY AND YEAR (continued)

Short-term employment shall be used for:

- A. The purpose of replacing an educational assistant on leave, or other temporary absence, or
- B. Filling a position until the end of a school year, or
- C. Temporary positions whose duration are not in excess of one (1) calendar year in length, or
- D. Filling a position vacated less than one (1) calendar year prior to the close of school, when no educational assistant on layoff is both qualified and available to fill the position, or
- E. Filling a position vacated due to professional training leave.

7.9. Technology Access. The District agrees to dedicate a time of day and a reasonable amount of non-student contact time, mutually determined by the principal/program administrator and employee, for access to computer, printer and other technology. Access will be used to check and print their SPPS email, payroll information, and other work related information online. This time will be separate from the employee's regular lunch time and specific work duties that require computer access, such as third party billing.

ARTICLE 8. PAID HOLIDAYS

8.1 Eligibility.

- 8.1.1 All full-time employees shall be paid for holidays as shown in the following schedule. Part-time employees must be regularly assigned to work a minimum of forty (40) hours per biweekly pay period to qualify for holiday pay as shown in the following schedule.
- 8.1.2 To be eligible for holiday pay, employees must have been active on the payroll the day of the holiday.
- 8.1.3 In the event that an employee is required to work on any of these specified holidays, an employee who is eligible for the holiday shall be granted an alternative holiday soon thereafter, and prior to the end of the work year. The actual date of said alternative holiday is subject to approval by the immediate supervisor.
- 8.1.4 When a listed holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.

8.2 Paid Holidays.

Twelve (12) Month Employees

Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day

Ten (10) Month Employees

Martin Luther King Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
New Year's Day

ARTICLE 9. VACATION

9.1 Eligibility.

9.1.1 Full-time employees and all part-time, twelve (12) month employees regularly assigned to work a minimum of forty (40) hours per biweekly pay period shall earn vacation as specified in this section.

9.2 Vacation Accrual, Full-Time, Twelve (12) Month Employees. This also includes full-time twelve (12) month Discovery Club employees working 32.5 hours per week.

9.2.1 A new employee or an employee in the first year of a twelve (12) month assignment shall accumulate the pro rata equivalent of fifteen (15) days of vacation for the full twelve (12) month work year. The formula is .0576 times each hour paid on the payroll, rounded to the nearest hour.

9.2.2 After one (1) year of service as a twelve (12) month educational assistant, the employee shall accumulate the pro rata equivalent of twenty (20) days of paid vacation for the full twelve (12) month work year. The formula is .0769 times each hour paid on the payroll, rounded to the nearest hour.

9.2.3 After ten (10) years of service as a twelve (12) month educational assistant, the employee shall accumulate the prorata equivalent of twenty-two (22) days of paid vacation for the full twelve (12) month work year. The formula is .0846 times each hour paid on the payroll, rounded to the nearest hour.

9.2.4 A maximum of one hundred twenty (120) hours of unused vacation may be carried over from one (1) calendar year to the next. An employee may be permitted to carry over more than the maximum one hundred twenty (120) hours upon written approval of the **supervisor or program administrator**.

9.3 Vacation Accrual, Ten (10) Month Employees

9.3.1 Eligibility for Vacation. Effective July 1, 2011, employees will earn pay for up to five (5) days of winter and spring break on a pro rata basis.

9.3.1.1 Winter Break. For each hour paid during the period of the first week of the school year up to the end of the pay period preceding Winter Break, employees will earn up to five (5) days of pay, excluding overtime pay and pay for work in after-school programs on a pro rata basis.

9.3.1.2 Spring Break. For each hour paid during the period immediately following Winter Break up to the end of the pay period preceding Spring Break, employees will earn up to five (5) full days of pay, excluding overtime pay and pay for work in after-school programs on a pro rata basis.

9.3.2 Exception for Unpaid Medical Leave: If an employee is employed by October 1 or December 1 as required in 9.3.1 or 9.3.2 above and is on unpaid medical leave the employee will be eligible for the paid vacation period under the following conditions:

- 1) The employee has been employed as an educational assistant in the District on a full-time basis for at least one (1) full school year immediately preceding the year in question, and is so employed for the current school year; and
- 2) The employee has been employed full-time and worked at least forty (40) days between the start of school and the beginning of Winter Break,
OR
- 3) The employee has been employed and worked at least forty (40) days between December 1 and the beginning of Spring Break.

ARTICLE 9. VACATION (continued)

9.4 Vacation Accrual, Part-Time, Twelve (12) Month Employees.

- 9.4.1 Eligible employees shall accrue vacation at the rate of .0576 times each hour of employment, rounded to the nearest hour.
- 9.4.2 A maximum of five (5) days of unused vacation may be carried over from one (1) calendar year to the next year subject to approval of the supervisor.
- 9.4.3 Vacations shall be scheduled as approved by the supervisor.

ARTICLE 10. COMPENSATORY LEAVE

10.1 Sick Leave.

10.1.1 Eligibility. All employees shall receive sick leave as shown in 10.1. 2.

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

10.1.2 Sick Leave Rates and Accrual. Full-time employees shall accrue sick leave for each hour on the payroll as shown:

	<u>Sick Leave Accrual Rate Paid Per Hour</u>	<u>Maximum Annual Sick Leave Days</u>
12 Month Employees	.0576	15
10 Month Employees	.0600	12
Part-time Employees	.0600	8 (1040x.06/7.5)

Sick leave days for twelve (12) month employees are based on a 2,080 hour work year. Sick leave days for ten (10) month employees are based on a 1,500 hour work year. Sick leave days for part-time employees are based on a 1,040 hour work year.

10.1.3 Sick leave shall carry over from year to year, provided the employee maintains active employment status with the District.

10.1.4 Specified Allowable Uses of Sick Leave.

10.1.4.1 Employee Illness or Disability. Sick leave shall be granted to eligible employees for absence due to personal illness or temporary disability that prevents an employee's attendance at work.

10.1.4.2 Child Illness. Sick leave shall be granted for the care of an employee's sick child as required by Minnesota Statute (M.S.) §181.9413.

(a) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(b) An employee may use personal sick leave benefits provided by the District for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee.

ARTICLE 10. COMPENSATORY LEAVE (continued)

- 10.1.4.3 Personal Leave. Personal leave provisions are intended to allow time for planned absences, emergencies and other matters which are urgent, which require the educational assistant's presence and which cannot be handled except at a time in conflict with the educational assistant's day. Personal leave is deducted from sick leave. Full-time employees may take up to four (4) days of personal leave per school year. Effective July 1, 2008, twelve (12) month employees who are eligible for vacation are excluded from the use of personal leave. Part-time employees must be regularly assigned to work a minimum of forty (40) hours per biweekly pay period to be eligible for personal leave. A day equals the amount of hours an employee is regularly scheduled to work during the leave.
- A. Personal leave shall be granted an employee 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.
 - B. All days of personal leave shall be deducted from accumulated sick leave. Unused leave shall not accumulate.
 - C. The use of personal leave for non-emergency use must be requested in writing to the principal/program administrator ten (10) days advance notice of intention to use such leave on a specific date.
 - D. The principal/program administrator will determine approval of personal leave and may choose not to grant approval if the absence of the employee would be detrimental to the educational goals for the school/program.
- 10.1.4.4 Family Leave. Up to **twenty (20)** days of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the illness **or injury** of his/her **adult child**, spouse, **sibling**, parent, **mother-in-law, father-in-law, grandchild, grandparent, stepparent** or member of employee's household, **unless otherwise in accordance with [Minnesota Statute § 181.9413](#)**. These days when used are deductible from sick leave, but will not reduce the annual availability of personal leave as described in 10.1.4.3. A day equals the amount of hours an employee is regularly scheduled to work during the leave.
- 10.1.4.5 Adoption Leave. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child. Use of these thirty (30) days does not need to occur consecutively.
- 10.1.4.6 Father of Newborn Child. A male employee may take up to thirty (30) sick days for the birth of a child. This leave may be used in the six (6) weeks surrounding the birth of the child.
- 10.1.4.7 Insurance Benefits Extension for Maternity, Parental and Adoptive Parents. The District will provide one (1) additional month of District contribution towards insurance coverage for an employee on an unpaid portion of a parental/maternity leave for the month following the last month in which the employee had a paid portion of their leave.

ARTICLE 10. COMPENSATORY LEAVE (continued)

- 10.1.5 Paid sick leave shall not be granted for illness or disability during the course of any other type of leave.
- 10.1.6 Sick leave shall be available only for illness and disability. There shall be no conversion of unused sick leave in any amount at any time to any cash payment. This limitation shall not be construed as exclusion from the District's severance pay plan.
- 10.1.7 Any sick leave claim shall be subject to the approval of the principal/program administrator and the Superintendent as to the validity of the circumstances upon which the claim is based. The educational assistant shall, if requested, furnish such certificates and evidence of facts as may be required for verification.
- 10.1.8 Summer School Sick Leave Usage. Educational assistants employed in the District on a regular ten (10) month basis in the preceding school year, and who are employed in summer school involving regularly-assigned hours in regularly-scheduled daily summer school programs, shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of this section, to the extent of fifteen (15) hours of sick leave for the entire summer school session for those programs of twenty (20) duty days or more and seven and one-half (7 1/2) hours sick leave for programs of less than twenty (20) duty days. Sick leave credits shall not be earned and shall not accrue during summer school employment.

10.2 Bereavement Leave.

- 10.2.1 Eligibility. All full and part-time employees regularly assigned to work a minimum of forty (40) hours per biweekly pay period are eligible for bereavement leave as described in this section.
- 10.2.2 Specified Uses of Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an educational assistant's spouse, child, step-child, parent, 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 educational assistant's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. Unused leave for such purposes shall not be accumulated. A day equals the amount of hours per day an employee is regularly scheduled to work during the leave. Up to three (3) days of bereavement leave may also be granted in special circumstances not anticipated by the language in this subsection with approval of the Human Resource Department.
- 10.2.3 Bereavement Travel Extension. Days of leave as specified in 10.2.2 above will apply for deaths which do not necessitate travel by the educational assistant beyond a two hundred (200) mile radius of St. Paul. In cases that do involve such travel, two (2) days of additional leave shall be granted for travel in excess of a two hundred (200) mile radius of St. Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only as long as sick leave time is available and such days shall be subtracted from sick leave. The educational assistant shall provide the principal/program administrator information on the location of the funeral outside St. Paul. A day equals the amount of hours an employee is regularly scheduled to work during the leave.

ARTICLE 10. COMPENSATORY LEAVE (continued)

10.3 School Related Injury Leave.

10.3.1 An educational assistant who is injured in the course of carrying out duties and responsibilities as an employee of the District shall be granted leave without loss of pay for a period not to exceed five (5) days. If such injury is the result of assault, leave without loss of pay if verified to be medically necessary shall be granted for a period not to exceed ten (10) days. In no case shall the combined benefits paid to the educational assistant from Workers' Compensation and the use of this leave exceed the employee's regularly-scheduled salary for the period of leave used. This provision shall apply provided that the educational assistant acted in an appropriate and professional manner and with appropriate precautions.

10.3.2 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 10.3.1. above, the educational assistant may then choose to use his/her accumulated sick leave. In no case shall the combined benefits paid to the educational assistant from Workers' Compensation and paid sick leave exceed the educational assistant's regularly scheduled salary for the period of incapacitation.

10.4 Jury Duty/Court Duty Leave.

10.4.1 Eligibility. All employees who are regularly assigned to work forty (40) or more hours per biweekly pay period are eligible for jury duty and court duty leave as described in this section.

10.4.2 Jury Duty. An educational assistant who is required to appear in court as a juror shall be paid his/her regular pay while so required and engaged. Any fees that the employee shall receive from the court for such jury service shall be paid to the District, except that the employee may retain any mileage reimbursement or travel allowance provided by the court. Educational assistants, upon notification by the court that they are not required to appear for jury duty on any given day after the start of their work day, are required to be in attendance at work. Educational assistants whose work day begins two hours prior to contacting the court regarding their jury duty assignment are required to report to work at the start of their workday.

10.4.3 Court Duty Leave. Any educational assistant 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 employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Federation against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

ARTICLE 10. COMPENSATORY LEAVE (continued)

10.5 Military Leave.

10.5.1 Military Leave With Pay. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee 1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave; or 2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault; or 3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

Any employee who is a member of the armed forces or National Guard and who is called to active duty may be eligible for pay continuation pursuant to the requirements of M.S. 471.975.

10.5.2 Military Leave Without Pay. Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Such leaves of absence as are granted under Article 10.5 shall conform to M.S. Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

10.6 Quarantine/Catastrophic Disaster Leave.

10.6.1 Educational assistants will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs in the educational assistant's school and/or community which causes the closure of the District or the educational assistant's school.

ARTICLE 11. NON-COMPENSATORY LEAVE

11.1 Definitions. Non-compensatory leave is a leave without pay that may be granted upon request subject to the provisions of this section and approval of the Superintendent. Such leaves shall be without compensation and without pension contribution or benefits unless required by law.

11.1.1 Non-compensatory leaves may be granted for personal reasons, for professional training, or for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children, immediately following adoption or termination of pregnancy, or to care for a critically ill parent or spouse for an extended period of time.

ARTICLE 11. NON-COMPENSATORY LEAVE (continued)

- 11.1.2 Leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) as long as it remains in force. The Human Resource Department provides procedures that coordinate contractual provisions with FMLA.
- 11.1.3 Appropriate vacancy as used herein means a position in the same seniority group and level as the position held by the employee prior to leave, and one for which the employee is fully qualified.
- 11.2 Application Procedures. Information regarding application procedures and conditions for all leaves is available from the District's Human Resource Department and online at <http://hr.spps.org/Forms.html>.
- 11.2.1 The principal/program supervisor shall be informed in writing by the employee and the appropriate leave application form completed and sent to the Director of Human Resources at least two (2) calendar months, if possible, before the commencement of the intended leave.
- 11.2.2 If the reasons for a parental leave include pregnancy, the employee shall also provide, at the time of leave application, a signed statement by her physician indicating the expected date of delivery and that the employee is fully capable of meeting the requirements of her position until the date of the leave. In the case of adoption, the employee shall provide to the Human Resource Department, at the time of application for adoption, notice that application has been made, and the best available information as to probable date of arrival of child.
- 11.3 Return from Leave. Information regarding return procedures is available from the District's Human Resource Department.
- 11.3.1 Notification of Intent to Return. The educational assistant must notify the Human Resource Department in writing 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 conclude the leave and return to active service at the specified date. Failure to notify will be treated as though the person has resigned and has no further rights to return.
- 11.3.2 Failure to Return. Any employee on unpaid leave who refuses a position offered by the District at the time of scheduled termination of the leave, or after that date, when an appropriate vacancy becomes available, shall therewith forfeit all rights to a position, unless an extension of the leave has been granted by the District. Extensions are at the sole discretion of the District.
- 11.3.3 If, at the time of scheduled termination of the leave, there are other employees on layoff who are also eligible for placement in the same seniority group, level, and position as the employee on leave, then the employee who is scheduled to return from leave shall be added to the appropriate list of educational assistants awaiting reinstatement, for reinstatement by seniority order in appropriate vacancies as they become available.
- 11.3.4 The Human Resource Department will assign the person to an appropriate vacancy should one exist, upon the completion of the leave.
- 11.4 Parental Leave. Leave without compensation or benefits may be granted for a period of up to one (1) year, subject to the provisions of this article. Such leave may be granted for reasons of pregnancy and childbirth or for adoption, and the need to provide parental care for an extended period of time following the completion of the pregnancy, or the adoption.

ARTICLE 11. NON-COMPENSATORY LEAVE (continued)

- 11.4.1 Whenever possible, the beginning and ending dates of the leave shall coincide with a natural break in the school year, such as Winter or Spring Break, or change of semesters, etc. If a parental leave with guaranteed return is requested that would terminate after May 1 or begin prior to October 1, such leave may be extended to terminate at the end of the school year in the first instance or be extended to commence at the beginning of the school year in the second instance at the discretion of the Human Resource Department.
- 11.4.2 If no appropriate vacancy is available for placement of the employee at the scheduled date of termination of the leave, the leave shall be extended until an appropriate vacancy occurs, but not to exceed twenty-four (24) calendar months. If no appropriate vacancy has yet occurred after twenty-four (24) calendar months, the employee may be terminated by the District. The employee shall be required to notify the Human Resource Department in writing at least two (2) months prior to scheduled return that he/she does in fact desire to terminate the leave at the scheduled time and return to active employment. In the case of pregnancy, a completed physical examination form shall be provided, signed by the employee's physician, and verifying her fitness to resume fully the duties of her employment.
- 11.4.3 An employee in a position excluded from listing in a seniority group may be returned from parental leave to a vacant position for which he/she is fully qualified, in the judgment of the Human Resource Department.
- 11.5 Parental Leave with Guaranteed Return. Parental leave without pay may be granted for a period not to exceed three (3) calendar months in length, with a guarantee of return to the same position. Leave with position guarantee shall be granted only for reasons directly attributable to pregnancy or for the imminent and immediate adoption of a child. If the position has been eliminated, the provisions of Article 15 shall apply. The conditions regarding return to work shall be as stated in 11.4.1.
 - 11.5.1 A parental leave with guaranteed return shall not be granted which in effect would extend the leave from one (1) school year into a succeeding school year.
 - 11.5.2 No early return shall be permitted except at the sole discretion of the Human Resource Department. No extension shall be permitted, except after written verification by physician that the employee is physically unable to return to service. In such case, the leave may be extended only until the employee is physically able to return to duty, or until the end of the school year in which the leave was granted, whichever is sooner.
- 11.6 General Non-Compensatory Leave. The District, at its sole discretion, may grant leave without pay or benefits, up to one (1) year in length.
 - 11.6.1 Reassignment upon termination of general non-compensatory leave will occur only when an appropriate vacancy is available; no new educational assistant shall be placed in a position that is an appropriate vacancy for an educational assistant whose leave has expired, has given proper notice of intent to return, and who is awaiting return.
 - 11.6.2 If the educational assistant has properly notified the District of intent to return to active service following the leave, as described in 11.3.1, and no appropriate vacancy exists upon the termination of the leave, the educational assistant's name will be added to the list of educational assistants awaiting reinstatement, as described in Article 15.6.1, for up to twenty-four (24) months following the termination of the leave.

ARTICLE 11. NON-COMPENSATORY LEAVE (continued)

- 11.7 Professional Training Leave. An educational assistant who has been employed in this bargaining unit by the District on a full-time basis for at least two (2) full years is eligible to apply for professional training leave. Professional training leave is a leave for the purpose of acquiring additional training/education that will benefit the District.
- 11.7.1 Professional training leave is a leave without pay or benefits, except only that the District will continue payment of the Employer's share of insurance premium costs during the approved period of said leave at the same level as just prior to the leave. No other form of compensation or benefit applies.
- 11.7.2 The maximum length of such leave shall be the equivalent of one (1) school year. Granting of such leave is at the discretion of the District. Such leave is subject to the approval of the Superintendent both as to the length and scheduling of such leave, and as to the training content. Professional training leave is non-renewable for three (3) full years after any period of such leave, even if the leave was less than one (1) semester in length.
- 11.7.3 An employee who has been granted such leave, and for whom the health insurance premium contribution was made by the District during the period of leave, is required and is pledged to return to District service for a period of time at least equivalent to the actual length of time on such leave. If the employee is unwilling to meet this service obligation after the leave, he/she shall refund to the District the amount paid by the District in premium contribution for the employee during the leave.
- 11.7.4 An employee who has met the requirements and has been granted such leave, and is ready for return to service, shall be assigned to a position equivalent to the position held before the leave, or to the same position, unless he/she has become subject to layoff or termination for cause.

ARTICLE 12. INSURANCE BENEFITS

12.1 Active Employee Insurance.

- 12.1.1 Eligibility. Full-time employees and part-time employees regularly assigned to work a minimum of forty (40) hours per biweekly pay period are eligible for insurance benefits as described in this section.
- 12.1.2 Eligibility Waiting Period. Regularly appointed service in the District of one (1) full month for District premium contribution for insurances described herein.

12.2 Insurance Coverage.

- 12.2.1 Health Insurance. Premium contributions for medical coverage shall be paid to the carrier selected by the District. Detailed descriptions of coverages, options, procedures, and eligibility requirements will be provided to employees upon request. Employees selecting a plan offered by a health maintenance organization (HMO) agree to accept any changes in benefits which the specific HMO implements.
- 12.2.2 Life Insurance. The Employer will pay the cost of life insurance coverage as stated in Article 12.3.1 for each eligible employee.
- 12.2.3 Dental Insurance. The Employer agrees to contribute up to \$40 per month to the premium cost for dental plan selected by the Employer for each employee who is eligible for such coverage. Employees who wish to enroll in family coverage may do so and pay the difference between the cost of the family coverage and the Employer contribution of \$40.

ARTICLE 12. INSURANCE BENEFITS (continued)

12.2.4 Long-Term Disability Insurance.The Employer will pay the cost of long-term disability insurance for employees working a minimum of sixty (60) hours biweekly. Coverages and carrier for long-term disability insurance will be determined by the District.

12.3 District Contributions to Insurance Benefits.

12.3.1 The District will contribute toward the premiums of specified insurance coverages per the following schedule for eligible employees:

Employees regularly assigned to work a biweekly minimum of:	Effective 1-1-16			
	Monthly District Contribution			
	<u>Single</u>	<u>Family</u>	<u>Dental</u>	<u>Life Insurance</u>
60 - 75 hours	\$625	\$1,230	\$40	\$50,000
40 hours, but less than 60 hours	\$325	\$635		\$10,000

Employees regularly assigned to work a biweekly minimum of:	Effective 1-1-17			
	Monthly District Contribution			
	<u>Single</u>	<u>Family</u>	<u>Dental</u>	<u>Life Insurance</u>
60 - 75 hours	\$625	\$1,280	\$40	\$50,000
40 hours, but less than 60 hours	\$325	\$660		\$10,000

12.3.2 District Contribution for Married Couples Covered before January 1, 2006. A full-time educational assistant married to an educational assistant (benefit group 54), or a teacher (benefit group 51), or a non-licensed professional (benefit group 59), who are both employed by the District on a full-time basis, may, upon written application to and approval by the District's Benefits Office, consolidate their health care coverage as follows:

- One spouse shall be designated by the couple to receive family coverage in the health care plan chosen by the couple.
- The other spouse shall provide a written waiver of coverage to the District.
- The cost of the monthly single coverage premium in the plan selected by the couple, shall be contributed by the District toward the cost of family coverage, in addition to the premium contribution made for the spouse who carries the family coverage. No amount shall be paid to the carrier or the employee in excess of the actual premium cost for the family coverage selected.
- This provision shall be effective only as long as it does not affect the District's pre-tax spending account plan in a manner that would cause the plan to be considered a cafeteria plan, or would in any way conflict with IRS rules regarding the pre-tax spending accounts plan.

ARTICLE 12. INSURANCE BENEFITS (continued)

12.3.3 District Contribution for Married Couples Covered on or after January 1, 2006. A full-time educational assistant married to another District employee and who is covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$200 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District cafeteria benefits plan.

12.4 Employee Contributions to Insurance Coverages.

12.4.1 The premium cost for medical insurance dependent coverage for each eligible employee who elects such coverage, and who has been regularly employed by the District for the required waiting period, will be paid to the extent possible after the payment of the premiums specified above, as long as the total contribution of the District for all types of premium cost does not exceed the monthly limit stated in this section. The remaining portion of the premium cost for dependent coverage shall be paid by the employee by means of payroll deduction.

12.4.2 Any premium cost in excess of the total limit of monthly contribution by the District specified herein, or any optional coverages which may be available and elected by the employee, shall be paid in full by the employee by means of payroll deduction.

12.5 Flexible Spending Account.

12.5.1 It is the intent of the Employer to maintain, during the term of this Agreement, a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are enrolled in Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts.

12.6 Liability Insurance.

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

12.6.2 Whenever appropriate coverage is available to the District, excess automobile liability coverage shall be maintained by the District to cover occasions when an educational assistant is specifically required to use his/her automobile on District business, and is eligible for mileage reimbursement. 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 eligible educational assistants provide their own basic limits coverage as described above. Any educational assistant whose personal automobile is used on District business is required to carry the basic limits coverage herein described.

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

ARTICLE 12. INSURANCE BENEFITS (continued)

12.7 Retirement Benefits.

12.7.1 Benefit Eligibility for Employees who Retire Before Age Sixty-Five (65).

12.7.1.1 Employees must meet the following eligibility requirements prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:

- A. Be eligible for pension benefits from Public Employee's Retirement Association of Minnesota (PERA), Saint Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District; and
- B. Must have completed fifteen (15) years of continuous employment with District immediately preceding retirement.

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

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

12.7.1.4 The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this section.

12.7.1.5 Employees terminated for cause will not be eligible for Employer contributions toward insurance premiums for either pre- or post-age 65 (65) coverage.

12.7.2 Employer Contribution Levels for Employees Retiring Before Age Sixty-Five (65).

12.7.2.1 Health Insurance Employer Contribution. Employees who meet the requirements in 12.7.1 will receive a District contribution toward health insurance until the employee reaches sixty-five (65) year of age as defined in this Subd.

- A. The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.
- B. In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- C. Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.
- D. Employees hired on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.**

12.7.2.2 Life Insurance Employer Contribution. The District will provide for early retirees who qualify under the conditions of 12.7.1, 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.

ARTICLE 12. INSURANCE BENEFITS (continued)

12.7.3 Benefit Eligibility for Employees After Age Sixty-Five (65).

12.7.3.1 Employees hired into the District before January 1, 1996, who retired before age sixty-five (65) and are receiving benefits per 12.7.2 above are eligible, upon reaching age sixty-five (65), for Employer premium contributions for health insurance described in 12.7.4.

12.7.3.2 Employees hired into the District before January 1, 1996, who retire at age sixty-five (65) or older must have completed the eligibility requirements in 12.7.1 to receive District contributions toward post-age-65 health insurance premiums.

12.7.3.3 No employee hired on or after January 1, 1996, shall have or acquire in any way eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in 12.7.4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in 12.7.2 and Deferred Compensation match in 12.7.5.

12.7.4 Employer Contribution Levels for Employees After Age Sixty-Five (65).

12.7.4.1 Employees hired into the District before January 1, 1996 and who meet the eligibility requirements in 12.7.3.1 or 12.7.3.2 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.

12.7.5 Employees hired after January 1, 1996, are eligible to participate in an Employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or 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 **in the 403(b) plan** through the District's specified procedures.

Employees hired on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

Additionally, Effective January 1, 2016, all educational assistants hired after January 1, 2014 will receive a \$200 district contribution toward a health care savings plan.

ARTICLE 13. SEVERANCE PAY PLAN

The District shall provide a 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay as set forth in this section. District contributions to this plan shall be made to a District selected fund sponsor as described in this section and as described in the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay.

- 13.1 Eligibility. To be eligible for contributions to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, an educational assistant must meet the following requirements:
 - 13.1.1 The employee must be eligible for pension under the provisions of the PERA or Saint Paul Teachers Retirement Association (SPTRA).
 - 13.1.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.
 - 13.1.3 For the purpose of this program, the death of an employee shall be considered as 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, payment of the severance and vacation pay contributions shall be made to the employee's estate.
- 13.2 Severance Pay Plan. If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 13.1 above, he or she will be granted a contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$100 pay for every seven and one half (7.5) hours of accrued, unused sick leave, to a maximum of \$18,500.
 - 13.2.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will be granted a contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$85 pay for every seven and one-half (7.5) hours of accrued, unused sick leave to a maximum of \$18,500.
 - 13.2.2 If exigent circumstances exist, 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, he or she will be granted a contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay defined in 13.2.1.
- 13.3 Pay for Earned, Unused Vacation. Employees who meet the eligibility requirements of 13.1, who qualify for severance pay per 13.2 of this article, and who retire with earned, unused vacation shall receive pay for such vacation. Payment of earned, unused vacation shall be made to the Severance Pay Plan.

ARTICLE 14. BASIC PAY RATES

- 14.1 Pay Schedule and Step Advancement.
 - 14.1.1 The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement.

ARTICLE 14. BASIC PAY RATES (continued)

14.1.1.1 Longevity Increments. Longevity is a fixed hourly amount paid beyond the maximum step at the beginning of fifteen (15) or twenty (20) years of regular service in the District. The longevity increment shall be paid to all employees for all hours paid on the payroll, effective only at the beginning of a contract year. An employee does not have to have reached the top step of the schedule in order to be eligible for a longevity increment. See Appendix A.

14.1.2 Movement on Pay Schedule. After initial placement on the pay schedule by the District at the time of hire, an employee may not be advanced more than one (1) step for any year. Step advancement shall typically occur at the beginning of the work year.

14.1.3 Eligibility for Step Advancement. In order to be advanced one (1) step on the pay schedule, an employee must meet the following requirements:

A. An employee must have been actively employed by the District as an educational assistant for not less than ninety (90) working days for full-time employees and not less than six hundred sixty (660) hours for part-time employees in the preceding school year. Unpaid leave time shall not be included in the calculation of days worked.

B. If an employee is on an improvement plan, the employee must be on track with the components of the plan in order to receive a step increase.

14.2 Placement and Advancement on Educational Units.

14.2.1 Eligibility. Credit for educational advancement units for annual additional compensation above the base rate shall be available to all educational assistants. Amounts are set forth in Appendix A.

14.2.1.1 All coursework taken prior to an employee's employment with the District will be reviewed for eligibility for educational unit advancement in accordance with Article 14.4.1.

14.2.1.2 All coursework taken after beginning employment with the District must be preapproved as described in Article 14.4 in order to qualify for educational unit advancement.

14.2.2 Education Unit Placement/Advancement Upon Hire or Promotion.

14.2.2.1 Newly hired educational assistants who submit eligible credit verification within ninety (90) days of their date of employment as an educational assistant will receive educational unit advancement retroactive to the first day of work.

14.2.2.2 An educational assistant 1 who receives a promotion to an educational assistant 2 position who submits eligible credit verification within ninety (90) days of the promotion will receive educational unit advancement retroactive to his/her date of promotion.

14.2.2.3 Credit verification received after ninety (90) days of the date of employment or promotion will receive educational unit advancement within three (3) pay periods following submission of verification.

ARTICLE 14. BASIC PAY RATES (continued)

14.2.3 Educational Unit Advancement.

14.2.3.1 Coursework verification for educational unit advancement as described in Article 14.4, received in the Human Resource Department by September 30 shall apply effective with the first day of regular employment in the work year. Such requests received prior to September 30 will be implemented no later than the first full pay period in November. In no instance, however, shall retroactive adjustments be allowed that predate the completion of the coursework. Coursework verification received in official form subsequently in the work year shall apply effective the first day of the pay period following the date received by the Human Resource Department.

14.2.3.2 Requests for educational unit advancement received by the Human Resource Department after April 30 will be held for evaluation and will be applied if granted, in the subsequent school year.

14.3 Eligible Coursework.

14.3.1 Level 2 educational assistants hired into positions that require college degrees must submit an official transcript verifying completion of a degree program prior to beginning work. Level 2 educational assistant's hired into positions that do not require college degrees are eligible for placement on or advancement to the BA educational unit if they hold a Bachelor's Degree in education, psychology, liberal arts, communication, human relations, or an area that pertains to their current assignment. All college degrees must be from an approved institution as described in Article 14.4.1.1 in order to qualify for educational unit placement/advancement.

14.3.1.1 Credit for graduate or undergraduate course work shall apply on a one-for-one basis. For example, fifteen (15) graduate or undergraduate quarter credits shall equal fifteen (15) educational advancement units. If courses are taken under a semester credit system, the number of semester credits will be multiplied by 1.5 to equal the educational advancement units.

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

14.3.2 Any appropriate, in-service/workshop course offered by the District shall apply as educational advancement units on a ten-to-one clock-hour basis.

14.3.3 Credit for in-service/workshop courses from organizations/institutions other than the District may also apply provided preapproval is obtained and completion verification is provided in accordance with Article 14.4.2. Such in-service/workshop coursework shall apply as educational advancement units on a ten-to-one clock-hour basis.

14.3.4 Sign language interpreters, upon verification of completion of appropriate certification as per M.S. §125.1895, are eligible to advance fifteen (15) units on the salary schedule.

14.3.4.1 Sign Language Interpreter Certification Reimbursement. Sign Language Interpreters who are required to hold an RID, NAD, or ACCI Certification will be reimbursed **up to \$300** for membership costs.

14.3.4.2 Procedure for Submitting Reimbursement. Employees must submit a paid receipt to the Special Education Department in order to be reimbursed.

ARTICLE 14. BASIC PAY RATES (continued)

14.3.4.3 Sign language interpreters who hold both certification and a Bachelor's degree will receive an additional \$500 per year, beginning with the 2013-2014 school year.

14.3.4.4 Educational Assistant Lifeguards and LPNs who are required to maintain certification will be reimbursed the cost for renewal of certification.

14.4 Coursework Verification for purposes of educational unit advancement. All necessary forms regarding verification and/or submission of coursework may be obtained through the Human Resource Department or online at www.hr.spps.org.

14.4.1 College Coursework.

14.4.1.1 Undergraduate or graduate college coursework must be earned at an accredited institution to be eligible for educational unit placement or advancement. 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.

14.4.1.2 Any educational unit change will be effective the following pay period after receipt of any of the following "official" materials: 1) official transcripts; 2) original grade reports; 3) original certificates of eligible in-service credits 4) electronic copies of transcripts or grade reports accessed from the granting institution.

14.4.2 In-service/Workshop Courses.

14.4.2.1 The District Human Resource Department must pre-approve all in-service/ workshop courses offered outside Saint Paul Public Schools prior to the course being held. A specific form is available for such pre-approval from the Human Resource Department.

14.4.2.2 The employee must send verification of the completed in-service/workshop course to the Human Resource Department in order for the units to apply toward educational unit advancement.

14.4.2.3 Any eligible educational unit change will be effective the pay period following submission of appropriate verification, except as stated in Article 14.2.

14.4.3 The full evaluation of credits by the Human Resource Department will follow within the fiscal year within which the educational unit advancement is effected, and if an error is discovered which resulted in erroneous overpayment or underpayment to the educational assistant, the retroactive correction will be made by payroll adjustment. Erroneous schedule placement or payment shall not be corrected retroactively for a period of time of more than two (2) consecutive calendar years.

14.5 Correction of Compensation Errors. **The District will provide printed pay stubs to employees upon request. The requested printed pay stubs will be mailed to each employee's home address on file with the Human Resource Department on each pay day. Once printed pay stubs have been selected by an employee, the employee shall continue to receive printed pay stubs until the employee informs the Payroll Department otherwise.** Employees should routinely review their biweekly pay check and immediately document any errors or inquiries by contacting the District's Payroll Department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her biweekly compensation may result in lost compensation.

ARTICLE 14. BASIC PAY RATES (continued)

14.5.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two (2) years. In the case of an overpayment in excess of fifty dollars \$50.00, the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of two (2) years.

14.6 Summer School.

14.6.1 Term of Employment. All employment in the summer school will terminate at the end of the summer school term. All pay rates for summer school shall be determined as though the pay schedule for the preceding school year remained effective through the entire summer school term. The District shall hire educational assistants for educational positions before temporary employees, short-term employees or teaching assistants for summer school. Employees will be given their job title when offered a summer school position and the rate of pay prior to the start of summer session. Persons employed in the summer school of 2015 will be paid as though this Agreement remained in effect through the entire summer school term.

14.6.2 Compensation. The summer school pay rate will be an hourly rate based on the pay schedule as shown in the Agreement that has been effective for the preceding school year (i.e., the pay rate for the entire 2012 summer school will be the rate that was in effect at the end of the 2011-12 school year), calculated on an hourly basis for less than a full day's work.

14.6.2.1 For educational assistants already employed by the District, the pay rate will be based on such employee's placement on step and level of the pay schedule at the end of the preceding school year, and shall remain unchanged throughout that entire summer school session. No additional benefits shall apply or be earned, beyond those provided for the normal ten (10) month work year.

14.6.2.2 For persons employed as educational assistants only for the summer school session, the pay rate will be an hourly rate based on placement at the first step of the appropriate level of the pay schedule in effect at the end of the preceding school year. The rate will be calculated on an hourly basis, and shall remain unchanged throughout the entire summer school session. No step advancement shall occur, even if the individual is employed for summer school in more than one (1) year. No benefits shall apply.

14.7 Special Education School Bus Duty. This duty may be assigned to the employee's work schedule at the discretion of the District. Every attempt will be made to first assign this duty to a member of the teacher assistant bargaining unit. If no teaching assistant is available to perform bus duty, the assignment will be offered first to the most senior special education educational assistant whose assignment would accommodate this duty.

14.7.1 Training Requirements.

Educational assistants assigned to bus duty must complete the following training within 60 (sixty) days of being assigned to ride the bus:

- 1) Basic first aid
- 2) CPR
- 3) Bus safety policies and procedures

ARTICLE 14. BASIC PAY RATES (continued)

Training Requirements (continued)

This required training will be offered by the District. Employees who have taken this training from the American Red Cross are required to show evidence of completion. The Transportation Department will provide a form that must be completed by the organization that provided training.

Educational assistants who are assigned to bus duty are required to take training that is necessary to maintain first aid and CPR certification. Such training must be completed within 60 (sixty) days of expiration of certification. Employees who complete training through the District shall be offered either their regular hourly pay for the training or credit eligible for lane change for the time spent in training.

The Transportation Department may allow for more than 60 (sixty) days to complete training in some circumstances, depending upon the employee's situation and availability of training opportunities.

14.7.2 Bus Duty Premium Pay.

Educational assistants assigned to bus duty will be eligible for bus duty premium pay upon completion of required training as stated in 4.7.1 above.

Effective July 1, 2016, premium pay will be adjusted proportionately based on bus premium paid within the District for the work assignment of bus duty. Such time shall be accounted and tallied in quarter (1/4) hour increments.

ARTICLE 15. SENIORITY

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

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

In some instances, specific unique positions may be designated as excluded from general seniority applicability in a seniority group, because unique skills or training are required of that position. The Federation and the District will agree on the list of "excluded positions" by March 1 of each year. Employees who do not possess the specific unique requirements will have no seniority claim to the position even if otherwise "qualified" and more senior than the incumbent. Further, exemptions from layoff are allowed if, in the judgment of the Executive Director of Human Resources, a layoff would cause disruption to the educational process or jeopardize the functioning or funding of a particular position, program or school. Any position(s) considered excluded that are identified after March 1 will be mutually agreed on by the Human Resource Department and the Federation.

The Federation will be notified once the Human Resource Department has finalized a list of EA positions being cut and employees who are currently in those positions. Employees in positions that are being cut will also be notified and will be given an Assessment Form (Article 15.4.3) at the time of notification. Updated seniority group lists will also be sent to the Federation by May 15.

ARTICLE 15. SENIORITY (continued)

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

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

- Step 1: Place employee in vacancy in employee's seniority group at employee's level (1 or 2).
- Step 2: Place employee in vacancy in any seniority group at employee's level.
- Step 3: Employee displaces least senior employee in employee's seniority group at employee's level.

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

- Step 4: Place employee in vacancy in employee's seniority group at lower level.
- Step 5: Place employee in vacancy in any seniority group at lower level.
- Step 6: Employee displaces least senior employee in employee's seniority group at lower level.

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

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

- 15.2.1 Effective January 1, 2004, the seniority date is derived from the first day of regular service as an educational assistant and shall continue thereafter. Promotions, demotions, or changes from part-time to full-time or from level 1 to level 2 service as an educational assistant shall not change an individual's seniority date.
- 15.2.2 "Seniority Group" shall mean the designated grouping of positions established by the District to identify similar positions for which seniority may be applicable within the seniority group. Employees within a seniority group must be qualified in order to assert seniority rights.
- 15.2.3 "Qualified" shall mean that the employee has previous work experience as an educational assistant beyond probation within their seniority group and level in the District and that the employee, as determined by the Human Resource Department, has the acquired knowledge, skills and abilities required to hold a position different from the one for which the employee was hired.
- 15.2.4 "Bumping" shall mean the process by which a more senior qualified employee whose position has been reduced, may displace a less (the least) senior employee and claim the position.

ARTICLE 15. SENIORITY (continued)

15.2.5 "Layoff" shall mean an involuntary termination of employment with loss of compensation and benefits by the Employer whereby the total number of positions in either or both levels in a seniority group is reduced. Layoff may occur anytime within the calendar year.

15.2.6 "Demotion" as used in this article shall mean a change of assignment following layoff that involves a change from a level 2 to a level 1 position.

15.3 Seniority Ranking.

15.3.1 The District shall compile and maintain the listing of seniority dates of employees in accordance with the provisions of this article.

15.3.2 Seniority. The seniority date is derived from the first day of employment in in the District as an educational assistant as described in 15.2.1. The employee maintains this seniority date in that level regardless of seniority group as long as the employee remains continuously employed as an educational assistant in the District. A District-approved leave of absence is not considered a break in service.

15.3.3 Regular employees who provided at least a two week notice to the District who are rehired into an educational assistant position within one year after voluntarily terminating employment with the District shall have their seniority reinstated. The employee must notify the Human Resource Department within one year of rehire and request to have seniority reinstated.

15.3.4 When seniority is identical for two (2) or more educational assistants in a seniority group, seniority shall be determined by the employee with the lowest employee number.

15.4 Layoff Procedures.

15.4.1 Order of Layoff. When the District effects a layoff in a seniority group, employees shall be laid off in reverse order of the employees' seniority (except for specific exclusions) within level and seniority group. The employee having the least level seniority in the listed seniority group will be the first laid off. Layoffs in level 2 positions will be subject to the appropriate demotion procedures, described in 15.6.4.

15.4.2 Notice of Layoff. Layoffs shall be preceded by a notice to the affected employees of two (2) calendar weeks.

15.4.3 Educational Assistant Assessment Form. Employees who receive notice that their position is cut or reduced are required to complete the educational assistant Assessment Form. This form must be completed and returned to the Human Resource Department no later than June 30 of each year. Failure to provide a completed assessment form to the Human Resource Department by the June 30 deadline will disqualify the employee for recall/placement until the assessment has been submitted. The District will not be required to change any previous placements as a result of an employee failing to meet these requirements.

15.4.3.1 Employees displaced as a result of the realignment process or whose hours or position have been cut after June 30 shall be required to complete and return the assessment form to the Human Resource Department in order to be considered for placement into a qualified position. The District will not be required to change any previous placements as a result of an employee failing to meet these requirements.

ARTICLE 15. SENIORITY (continued)

15.5 Bumping Procedures.

15.5.1 An employee whose position has been discontinued may displace the least senior employee at the same level within their seniority group, provided the employee is qualified, and provided no vacancy exists in any seniority group at the employee's current level for which the employee is qualified.

15.5.2 A level 2 employee whose position has been discontinued may bump the least senior level 1 employee within their seniority group, provided the employee has greater seniority than the level 1 employee, is qualified, and no vacancies for which the employee is qualified exist.

15.5.3 An employee may elect not to bump the least senior employee and to go on layoff and retain recall rights up to twenty-four (24) months as described in Section 15.6.1. If this option is elected, the right to bump into a position is waived and cannot be restored.

15.5.4 Employees who hold positions determined by the District to be excluded, as described in 15.1, may not be bumped by more senior employees who are displaced.

15.5.5 Employees who are not "highly qualified" as defined by the requirements of the federal No Child Left Behind Act of 2001 may not bump an employee who is "highly qualified" in a position covered by the Act.

15.5.5.1 An employee who is "non-highly qualified" will not have bumping rights under the terms of this agreement.

15.5.5.2 An employee who is "non-highly qualified" and whose position is eliminated will be placed on the recall list and will not be eligible for recall until they become "highly qualified." If there is an opening the employee may be placed in a position that does not require employee to be "highly qualified."

15.4.5.3 "Highly qualified" employees may bump "non-highly qualified" on the basis of qualification and without reference to seniority. In the case of a staff reduction, if there are no vacancies for a "highly qualified" employee, the "highly qualified" employee may bump a "non-highly qualified" employee on the basis of qualification.

15.5.6 Sign Language Interpreters. Pre-certified sign language interpreters are responsible for obtaining certification by the end of the school year that aligns with the end of their provisional certification period per [Minnesota State Statute 122A.31](#).

15.5.6.1 If a pre-certified sign language interpreter has not obtained certification by the end of the school year, that interpreter will be cut from their position and seniority bumping procedures will apply.

15.5.6.2 If this movement results in an open sign language interpreter position, a sign language interpreter (who satisfies the law) who has been cut or placed on the recall list will be reinstated based on seniority.

ARTICLE 15. SENIORITY (continued)

15.6 Reinstatement.

15.6.1 Reinstatement Rights. Any employee laid off shall be placed on the District's official list of educational assistants awaiting reinstatement. No reinstatement rights shall exist beyond twenty-four (24) calendar months from the date of the layoff. No new employee shall be employed to fill a vacancy when a qualified employee in the appropriate level is on layoff and is available to fill the vacancy, except as described in 15.5.5. The Federation shall be sent a copy of the reinstatement list every August and upon request.

15.6.2 Waiver of Reinstatement Rights.

15.6.2.1 Upon receiving notice of layoff, the employee shall have the option to waive reinstatement rights to a vacancy that has a work-year duration (as defined in Article 7.7) that is different from the employee's work year at the time of the layoff. (For example, an employee who has been notified of layoff from a position with a ten [10] month work year may waive reinstatement rights to a vacancy that has a twelve [12] month work year. The employee would then only be called for a vacancy with a ten [10] month work year.)

15.6.2.2 The employee must provide written notification to the Human Resources Department of their intent to waive reinstatement rights to a vacancy with an alternative work year within the two (2) week notice of layoff period. Once the employee waives such rights, the District is then released from any and all obligation to consider such employee for vacancies with work years different from the employee's work year at the time of the layoff. This waiver, once delivered to the Human Resource Department, cannot be revoked or withdrawn by the employee during that period of layoff.

15.6.3 Recall to Equivalent Position. An employee who is on the reinstatement list shall be recalled in seniority order to positions within their seniority group at their level for which they are qualified. An employee shall be recalled to vacancies at their level in other seniority groups provided no qualified employees from that seniority group are awaiting recall and provided the employee is the most senior qualified on the reinstatement list.

15.6.4 Voluntary Demotion. Level 2 employees awaiting recall shall be offered level 1 vacancies for which they are qualified within their seniority group or level 1 vacancies in any seniority group provided they are qualified. A level 2 employee may elect to accept an offer to demote or may elect to remain on the reinstatement list to wait for a level 2 vacancy. An employee who elects to demote from a level 2 to a level 1 position shall retain reinstatement rights to a level 2 position for twenty-four (24) months as described in 15.6.1.

15.6.5 Excluded Positions. Employees awaiting reinstatement to vacancies shall have no rights to positions determined by the District to be excluded from these procedures, as described in 15.1.

15.6.6 Return from Leave of Absence. No employee returning from a leave of absence shall be assigned to fill a vacancy in a listed seniority group when a more senior and qualified employee in the appropriate level is on layoff from such seniority group and is available for the assignment. The employee wishing to return from leave of absence will be placed on the list of educational assistants awaiting reinstatement in order of seniority. This combined listing shall be used for the purpose of recall and reinstatement.

ARTICLE 15. SENIORITY (continued)

- 15.6.7 Return from Promotional Position. Employees who promote to a position in another bargaining unit and fail probation may request to be placed on the reinstatement list. Employees must request reinstatement within thirty (30) days of termination from their promotional position and may remain on the reinstatement list for up to twenty-four (24) months.
- 15.6.8 Employee Responsibilities. Employees shall have filed with the Human Resource Department a current address and telephone number. Failure to do so shall result in forfeiture of reinstatement rights, until such current address and telephone number are received in the Human Resource Department. When the proper information is received, if the employee is still within the original twenty-four (24) month reinstatement rights period, then that employee's name will be restored to the appropriate remaining list of educational assistants awaiting reinstatement in appropriate order. No employee already reinstated shall be displaced.
- 15.6.9 Employee Notification of a Vacancy. An employee eligible for reinstatement to a position shall be contacted by the Human Resource Department by telephone and notified that a position is available. The employee being recalled must inform the Human Resource Department within forty-eight (48) hours after this notification of intention to accept the position or forfeit all reinstatement rights. Employees who cannot be contacted by telephone (i.e., phone not answered and no method of leaving a message is available) shall forfeit all rights to the vacancy. It is the employee's responsibility to either be available by phone or to have the appropriate device available whereby messages may be left. Failure of such notice to reach the employee shall not be the responsibility of the District.
- 15.6.10 Refusal of an Offer. Refusal of an offer of reinstatement at an employee's level for which the employee is qualified shall result in forfeiture of any further reinstatement rights. If an offer of demotion is made and the employee refuses the offer, no further offers of demotion are required to be made. If the employee so requests, and if the District approves, the laid-off employee who has refused an offer of reinstatement may be placed at the lowest seniority position (i.e., bottom of the layoff list), and may then have one (1) further opportunity for reinstatement to an available vacancy within the original twenty-four (24) month reinstatement rights period, but only after all others on that seniority group layoff list have had the opportunity of reinstatement.
- 15.6.11 Employees who are reinstated to a new seniority group will not hold seniority rights back to previous seniority groups.
- 15.6.12 Impact on Unemployment Benefits. A waiver of reinstatement rights or refusal to accept an offer of vacancy may impact an employee's unemployment benefits.

15.7 Demotions.

- 15.7.1 Demotion Salary Placement. An employee demoted to level 1 under these provisions shall be placed at the salary step that reflects the least possible loss of income from his/her previous level 2 position, but in no case shall the employee be placed on an educational advancement track for which he/she does not have sufficient preapproved educational advancement units. In no case shall placement on step or track result in an increase in biweekly salary.
- 15.7.2 Reinstatement to Level 2. If the employee is offered and accepts a level 2 position following demotion, salary placement shall be made using the District's promotion rule.

ARTICLE 15. SENIORITY (continued)

- 15.7.3 Level Seniority. In no case shall a level 1 educational assistant have seniority rights to claim Level 2 positions, except in instances of voluntary demotion with reinstatement rights as described in Section 15.6.4.
- 15.8 Reduction in Hours. Employees working full-time (75) hours per biweekly period whose hours are reduced will have the opportunity to stay in their current position if they so choose. Employees electing to demote in this manner may return to a full-time position on the basis of seniority and qualification at the beginning of the following school year.
- 15.9 **Building Reassignment**. **When ELL and Special Education department reassignments of educational assistants to a different school or program occur outside of the placement process for business options, the affected EA and the Federation will be notified of any changes for the following school year by August 1 or for mid-year reassignments two weeks prior to the affected change unless exigent circumstances exist.**

ARTICLE 16. PROBATION

- 16.1. New Employee Probation. A new employee shall remain on probation for a period of one (1) full duty year. During the probationary period, the employee may be disciplined or have his/her employment terminated at the discretion of the District, and without recourse to the grievance procedure.
- 16.2. New Assignment Probation. An employee who has completed the one (1) full duty year initial probationary period and subsequently undertakes a new assignment in the same level in a new title within their current seniority group or in a seniority group in which he/she holds no seniority rights, will then serve a ninety (90) calendar-day probationary period. During this period the employee may be returned to the previous assignment or a similar and equivalent assignment at the discretion of the District, and without recourse to the grievance procedure.
- 16.2.1 An employee who has been placed in a new assignment in a seniority group in which he/she holds no seniority rights, after layoff from his/her position, will serve a ninety (90) calendar-day probationary period. During this period, the employee may be returned to layoff status, at the discretion of the District, and without recourse to the grievance procedure. The original layoff date shall govern the period of recall rights.
- 16.2.2 An employee who has not completed the full duty year of probation and has taken on a new assignment will serve no less than ninety (90) days new assignment probation, and no less than one (1) duty year total probationary period.
- 16.3. Promotional Probation. A level 1 educational assistant newly promoted to a level 2 position shall remain on probation for a period of six (6) duty months. During this probationary period, the employee may be demoted to an appropriate level 1 position, at the discretion of the District, and without recourse to the grievance procedure.

ARTICLE 17. DISCIPLINE AND DISCHARGE

- 17.1 The District shall have the right to impose disciplinary actions on employees including dismissal for unsatisfactory work or other just cause.
- 17.2 Disciplinary actions by the District shall include the following actions and will normally take the course of 1 - 2 - 3 - 4 except in cases of a serious magnitude such as theft, drinking while on duty, use of a controlled substance while on duty or other reasons of a similar serious magnitude:
- 1 - Oral reprimand;
 - 2 - Written reprimand;
 - 3 - Suspension without pay;
 - 4 - Discharge.
- 17.3 A written reprimand and/or suspension without pay is subject to review through the grievance procedure, including arbitration. Review of disciplinary actions shall be limited to the following discipline procedures excluding 17.3.1:
- 17.3.1 Oral reprimand. No review.
- 17.3.2 Written reprimand. If a written reprimand is to be placed in an employee's file, the employee may elect to provide a written response which shall, if requested, be placed in the file along with the reprimand.
- 17.3.3 Suspension. Employees who are suspended without pay shall receive notice in writing, stating briefly the reason for suspension, and the length of the suspension.
- 17.3.4 Discharge. Employees who are being discharged shall receive notice in writing, stating briefly the reason for discharge.
- 17.3.4.1 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion or discharge, the supervisor will make a recommendation to his/her principal/administrator regarding proposed discipline. The principal/administrator shall then provide written notice of the charges to the employee and the union business agent and offer to meet with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the principal/administrator, the employee and/or union will be given the opportunity to respond in writing.
- 17.3.4.2 Discharge is subject to review through the grievance procedure, including arbitration.

ARTICLE 18. GRIEVANCE PROCEDURE

- 18.1 Purpose. The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously, and at the lowest administrative level.
- 18.2 Definitions.
- 18.2.1 "Grievance" shall mean an allegation that there has been an explicit violation, misinterpretation, or misapplication of the terms of this Agreement.
- 18.2.2 "Days" shall mean working days during the school year. During vacation breaks or the summer months, it shall mean weekdays, excluding holidays.
- 18.3 General Provisions.
- 18.3.1 An employee presenting a grievance may be represented at any or all levels of these procedures by a representative of the Federation. Beyond Level 1, the grievance must be carried by the Federation.
- 18.3.2 The parties recognize that the processing of grievances is limited by job duties of the employees and shall occur during normal working hours only when consistent with employee duties. In such a case, the grievant shall be allowed a reasonable amount of time without loss of pay when a grievance is reviewed by the Employer or an arbitrator during normal working hours. The employee and the Union Representative must notify and receive prior approval of the Human Resource Department.
- 18.3.3 If a grievance is not presented within the time limits set forth herein, it shall be considered "waived." If a grievance is not appealed to the next level within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.
- 18.3.4 If the District does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to process the grievance to the next level. The time limit in each level may be extended by mutual written agreement of the District and the Union in each level.
- 18.3.5 It is agreed by the Union and the District that if a specific grievance is determined by this grievance process, it shall not again be submitted for consideration under the provision of any other grievance procedure. It is further understood that if a specific grievance is submitted and determined by an arbitrator or by a recognized independent review process other than this procedure, it shall not again be submitted for review and arbitration under the procedures set forth in this article.
- 18.4 Rights of the Parties.
- 18.4.1 No recording device shall be utilized at Levels 1 through 3 of these procedures, and no person shall be present for the sole purpose of recording the discussion at these levels.
- 18.4.2 The parties shall have the right to stenographic assistance at their own expense at Level 4 (arbitration). By mutual consent, the cost of such transcript or recording may be equally shared by the parties.
- 18.5 In no case shall a teacher be the supervisor for purposes of determining the outcome of an alleged grievance.

ARTICLE 18. GRIEVANCE PROCEDURE (continued)

18.6 Procedure Steps. A grievance shall be resolved in the following manner:

18.6.1 Level 1 Procedures. Either the employee claiming a grievance, and/or a Federation representative, or both, shall first discuss the matter with the principal or the employee's supervisor (or representative designated by the Director of Human Resources), with the objective of resolving the matter informally. This informal discussion shall take place within twenty (20) days of the occurrence giving rise to the grievance. The principal, program administrators, supervisor or designated representative shall give the Employer's Level 1 answer within ten (10) days following discussion of the matter.

Any grievance not appealed in writing to Level 2 by the Union within ten (10) days after receipt or due date of the Employer's Level 1 reply, shall be considered waived.

18.6.2 Level 2 Procedures. A grievance unresolved at Level 1 and appealed to Level 2 shall be submitted in writing to the appropriate supervisor within ten (10) days of the Level 1 reply or due date. Such statement of grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the remedy requested.

The principal/program administrator, supervisor or designated representative shall give the Employer's Level 2 answer in writing within ten (10) days following receipt of the written grievance. If the Level 1 informal procedures have not been followed, the principal shall have an additional five (5) days in which to schedule a review meeting before replying to the written grievance.

Any grievance not appealed in writing to Level 3 by Union within five (5) days after receipt or due date of the Employer's Level 2 reply, shall be considered waived.

18.6.3 Level 3 Procedures. A grievance unresolved at Level 2 and appealed to Level 3, shall be submitted in writing within five (5) days after receipt or due date of the Employer's Level 2 reply. A Level 3 grievance shall be presented by the grievant and/or the Union and discussed at a review meeting within ten (10) days of receipt of the written Level grievance with the Superintendent. The District designated representative shall give the Union the Employer's answer in writing within ten (10) days after the review meeting.

Any grievance not appealed in writing to Level 4 by the Union within ten (10) days after receipt or due date of the District's Level 3 reply, shall be considered waived.

18.6.4 Level 4 Procedures. A grievance unresolved in Level 3 and appealed to Level 4 by the Union shall be submitted to arbitration subject to the provisions of PELRA. If a mutually-acceptable arbitrator cannot be agreed upon, the selection of an arbitrator shall be made from a list of five (5) names provided by the procedures of the Minnesota Bureau of Mediation Services at the request of the Union.

18.6.4.1 The arbitrator shall have no right to amend, modify, or disregard the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.

ARTICLE 18. GRIEVANCE PROCEDURE (continued)

18.6.4.2 The arbitrator shall be without power to make decisions contrary to or inconsistent with the statutory rights and obligations of the parties, or modifying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, with copies to both parties, and to the Bureau of Mediation Services within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the terms of this Agreement and the facts of the grievance presented.

18.6.4.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring the expense. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 19. MILEAGE

19.1 Mileage Allowance. Employees of the District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the IRS.

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

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT

20.1 Introduction.

20.1.1 The District and the Union agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to redesign schools or implement innovative school reforms involving specific provisions governed by the Collective Bargaining Agreement. Both parties recognize that District Policy 101.00 (Racial Equity) obligates the District and Union to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes. Schools subject to the provisions of this Article must be able to choose their own staff, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, modify scheduling, improve instruction programs and pedagogy, and recognize teacher and leader effectiveness in accordance with state and federal guidelines and statutes. This article will be used where applicable when a school redesign is required by the Board or by state and federal guidelines.

20.1.2 For the purposes of implementing this article, any school identified by the district under 20.5 is referenced as a "Redesigned School" regardless of other terminology used by the district, state or federal government to identify these schools.

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

- 20.1.3 Redesigned Schools shall remain within the District and employees shall maintain their representation by the Federation.
- 20.1.4 It is the intent of the Parties that teachers, educational assistants and administrators in these schools will work collaboratively to create effective learning environments for students in accordance with District Policy 101.00 (Racial Equity). Teachers, other school staff and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools.
 - 20.1.4.1 The parties agree to meet and discuss the inclusion of educational assistants within the first month of a redesign process being initiated by either the District or the teachers.
- 20.1.5 Schools required to initiate a comprehensive redesign under the Elementary and Secondary Education Act (ESEA) or applicable Minnesota State Law or Rule begin the process of redesign as directed by the Minnesota Department of Education or the United States Department of Education. In the event both parties agree that a change in federal or state law necessitates a reconsideration of this subdivision the parties are free to re-open negotiations on this article alone. This article shall remain in force until superseded by a new agreement on the requirements that must be met for a school to begin the process of restructuring.
- 20.1.6 Nothing within this Article restricts the Superintendent or Board of Education from voluntarily identifying any school as a Redesign School.
- 20.2 Status of Educational Assistants who work in Redesigned Schools.
 - 20.2.1 All educational assistants who elect and are selected to work in redesigned schools shall maintain their full status as members of the Federation educational assistant bargaining unit and as employees of the Saint Paul Public Schools.
 - 20.2.2 Educational assistants shall continue to receive the compensation set forth in this Agreement as well as all benefits called for in this Agreement and in Minnesota State Law (e.g. pension benefits), subject to possible adjustment as described below in section 20.4 of this article.
 - 20.2.3 Educational assistants shall continue to be subject to the rights, protections, obligations and duties applicable to employees under Minnesota State Law.
 - 20.2.4 Educational assistants shall maintain and continue to accrue seniority as educational assistants within the District.
 - 20.2.5 Educational assistants at redesigned schools shall be subject to overall seniority and layoff provisions of this Agreement and as defined in state law.
- 20.3 Assignment and Transfer.
 - 20.3.1 When a school is designated as a Redesigned School and an approved Election to Work Agreement is in place, existing educational assistants will be invited to apply to remain in the school. The principal of the school and/or Superintendent shall have the authority to determine which educational assistant applicants will be accepted. The application and selection process will be clearly communicated in the Election to Work Agreement.

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

20.3 Assignment and Transfer (continued)

20.3.2 Educational assistants who request a transfer out of a Redesigned School shall be allowed to do so, and will be reassigned based upon seniority provisions as defined in the labor agreement.

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

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

20.3.3 Educational assistants at a school to be restructured who are not selected to staff the Redesigned School shall be transferred to another District position provided they are eligible as defined in the seniority provisions of the labor agreement.

20.4 Working Conditions in Redesigned Schools.

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

- a. Article 7, Employees' Basic Workday and Year
- b. Article 15, Seniority
- c. Article 16.2, New Assignment Probation
- d. Appendix A (Salary Schedule), provided that:
 - i. No educational assistant's compensation shall be below what is provided for in the labor agreement due to assignment to a Redesigned School
 - ii. Compensation enhancements may be offered.

20.4.2 Any dispute over the enforcement of a modification to one of the provisions listed in Subd. 1, above, made for a Redesigned School shall be subject to the Grievance Procedures as outlined in Article 18 of this Agreement.

20.4.3 The provisions of this article on Redesigned Schools are not intended to narrow or expand the rights of the District, the Union or educational assistants except as specifically set forth in this section.

20.5 Process for Creation and Approval of Redesigned Schools.

20.5.1 Prior to electing to work at a Redesigned School, educational assistants shall be informed of plans for the school, including relevant information about working conditions and compensation. Educational assistants who wish to remain at a redesigned school shall sign an Election to Work Agreement that sets forth the working conditions at their school. The Election to Work Agreement shall include the following information:

- a. The vision and expected instructional program of the school
- b. The hours of the duty day as well as the expected degree of flexibility that will be required of staff
- c. The length of the duty year
- d. Any additional compensation program that will apply to the particular Redesigned School that is different from the standard compensation schedule

ARTICLE 20. MANDATED AND VOLUNTARY SCHOOL REDESIGN IMPACTING THE TERMS AND CONDITIONS OF EMPLOYMENT (continued)

- 20.5.2 The Election to Work Agreement shall clearly state that educational assistants should expect year-to-year or even intra-year flexibility in aspects of their duties and program not covered by the Agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions and/or the scheduling or manner of professional and staff development.
 - 20.5.3 Notwithstanding the provisions of this section, Redesigned Schools shall, at a minimum, provide at least the number of student instructional days and the amount of instructional minutes as other District schools.
 - 20.5.4 The Parties agree that the initial Election to Work Agreement shall be drafted through a collaborative process. This process shall begin no later than the day after the December Board of Education meeting of the school year prior to the school implementing a plan as a Redesigned School. The District shall create and present a final version of the Election to Work Agreement to affected staff as soon as possible but no later than February 15 of the school year prior to the school opening as a Redesigned School. The parties must mutually agree to the terms of the Election to Work Agreement. In the event that an Election to Work Agreement is not reached, other terms and conditions of the labor agreement remain in force.
 - 20.5.5 Modifications to the Election to Work Agreement made in subsequent years will necessitate staff to sign a new Election to Work Agreement. The creation of subsequent Election to Work Agreements shall follow the procedure in Subd. 4 above.
- 20.6 Collaborative Review.

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

ARTICLE 21. LABOR MANAGEMENT COMMITTEE

21.1 Labor Management Committee. The District and the Federation agree that it is in the best interest of educational assistants and District administrators to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, the Federation and the District will work together, to meet regularly during the school year to discuss relevant work-related issues as needed. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either the Federation or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

Issues that the parties agree to discuss during the term of this agreement include, but are not limited to:

- Communication of the EA work year calendar
- Professional Development
- Job descriptions for educational assistants
- Educational assistant substitutes
- Access to technology
- Career teacher program
- Sign language interpreters and after-school activities
- Summer School

21.2 Professional Development Days. The District and Federation jointly affirm the need and importance of staff development for educational assistants. In order for educational assistants to be partners in education, it is important that they are included in meaningful and inclusive staff development opportunities. Therefore, the parties agree to work together to discuss training topics and plan two Educational Assistant professional development days each school year: one (1) opening week and one (1) in the spring. The District and Federation agree that sufficient funding must be available to support any external costs for these professional development days. The District will be responsible for securing these funds.

The topics may include, but are not limited to:

- **Leadership skills**
- **Effective problem solving**
- **Effective strategies to address racial disparities**
- **Family engagement training**
- **Positive behavior strategies**
- **Contract language**
- **Members rights to union representation**

Individuals that will be required to attend are members of the EA bargaining unit unless other professional development is planned by their site administrator.

The trainings will be planned and organized by the SPFT EA members with assistance by SPPS staff for permits, location and necessary logistics. These trainings will be held during non-student contact days.

21.3 Sign Language Interpreter Professional Studies. Each year, the District shall fund up to \$2,000 for professional studies training scheduled during a non-student contact day, to be counted toward the recertification process for sign language interpreters. The trainings will be planned and organized by the SPFT leadership and members with assistance by SPPS staff for permits, location, and necessary logistics. SPFT can apply up to \$100 of the \$2,000 toward the planning and organizing efforts for the day.

ARTICLE 22. DURATION

- 22.1 Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2015 through June 30, 2017, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no less than ninety (90) days prior to that date.
- 20.1.1 Appendices A and B, the pay schedules attached to this Agreement, shall be effective as indicated therein.
- 22.2 Effect. This Agreement constitutes the full and complete Agreement between the Board and the Federation as the exclusive representative of the educational assistants. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment which are inconsistent with these provisions.
- 22.3 Finality. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during this term of this Agreement except as stated in this Agreement.
- 22.4 Conformity To Law. All provisions of this Agreement are subject to the regulations and 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.

INDEPENDENT SCHOOL DISTRICT
NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Organizer
St. Paul Federation of Teachers

Negotiations/Employee Relations
Assistant Manager

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Date

Date

APPENDICES

APPENDIX A SALARY SCHEDULES

YEAR 1 SALARY SCHEDULES EFFECTIVE January 9, 2016

EA Level 1

LANE -->	Base	+15 units	+30 units	+45 units	+60 units	+75 units
STEP	1	2	3	4	5	6
4	\$13.71	\$14.18	\$14.54	\$14.88	\$15.30	\$15.49
5	\$14.31	\$14.78	\$15.16	\$15.51	\$15.94	\$16.13
6	\$14.86	\$15.31	\$15.69	\$16.05	\$16.54	\$16.72
7	\$15.65	\$16.10	\$16.46	\$16.86	\$17.35	\$17.50
8	\$16.31	\$16.75	\$17.12	\$17.52	\$18.03	\$18.22
9	\$17.28	\$17.72	\$18.09	\$18.54	\$19.08	\$19.27
10	\$18.25	\$18.72	\$19.06	\$19.54	\$20.12	\$20.32
11	\$19.57	\$20.04	\$20.47	\$20.96	\$21.55	\$21.74
12	\$20.10	\$20.59	\$21.01	\$21.51	\$22.13	\$22.30
13	\$20.64	\$21.14	\$21.57	\$22.09	\$22.74	\$22.91
14	\$21.37	\$21.88	\$22.32	\$22.87	\$23.76	\$23.92

EA Level 2

LANE -->	Base	+15 units	+30 units	+45 units	+60 units	+75 units	BA
STEP	1	2	3	4	5	6	7
4	\$15.52	\$15.97	\$16.36	\$16.62	\$16.90	\$17.18	\$17.83
5	\$16.59	\$17.04	\$17.41	\$17.68	\$17.96	\$18.25	\$18.94
6	\$17.65	\$18.12	\$18.47	\$18.76	\$19.02	\$19.31	\$20.03
7	\$18.74	\$19.19	\$19.55	\$19.82	\$20.09	\$20.41	\$21.17
8	\$19.44	\$19.88	\$20.26	\$20.55	\$20.82	\$21.09	\$21.93
9	\$20.46	\$20.92	\$21.29	\$21.57	\$21.84	\$22.11	\$22.99
10	\$21.46	\$21.94	\$22.28	\$22.59	\$22.85	\$23.12	\$24.04
11	\$22.74	\$23.21	\$23.59	\$23.84	\$24.13	\$24.40	\$25.38
12	\$23.79	\$24.26	\$24.63	\$24.91	\$25.14	\$25.46	\$26.47
13	\$25.57	\$26.06	\$26.47	\$26.76	\$27.07	\$27.29	\$28.37
14	\$26.25	\$26.78	\$27.18	\$27.49	\$27.78	\$28.04	\$29.15
15	\$27.91	\$28.46	\$28.91	\$29.21	\$29.53	\$29.79	\$30.98

Longevity Increments

Longevity is a fixed hourly amount paid beyond the maximum step at the beginning of fifteen (15) or twenty (20) years of regular service in the District. The amount of longevity shall be \$1.05 per hour for the fifteen (15) year increment and \$1.55 per hour for the twenty (20) year increment. The longevity increment shall be paid to all employees for all hours paid on the payroll, effective only at the beginning of a contract year. An employee does not have to have reached the top step of the schedule in order to be eligible for a longevity increment.

APPENDIX A SALARY SCHEDULES (continued)

YEAR 2 SALARY SCHEDULES EFFECTIVE June 25, 2016

EA Level 1

LANE -->	Base	+15 units	+30 units	+45 units	+60 units	+75 units	BA
STEP	1	2	3	4	5	6	7
4	\$13.98	\$14.46	\$14.83	\$15.18	\$15.61	\$15.80	\$16.12
5	\$15.00	\$15.08	\$15.46	\$15.82	\$16.26	\$16.45	\$16.78
6	\$15.16	\$15.62	\$16.00	\$16.37	\$16.87	\$17.05	\$17.39
7	\$15.96	\$16.42	\$16.79	\$17.20	\$17.70	\$17.85	\$18.21
8	\$16.64	\$17.09	\$17.46	\$17.87	\$18.39	\$18.58	\$18.95
9	\$17.63	\$18.07	\$18.45	\$18.91	\$19.46	\$19.66	\$20.05
10	\$18.62	\$19.09	\$19.44	\$19.93	\$20.52	\$20.73	\$21.14
11	\$19.96	\$20.44	\$20.88	\$21.38	\$21.98	\$22.17	\$22.61
12	\$20.50	\$21.00	\$21.43	\$21.94	\$22.57	\$22.75	\$23.21
13	\$21.05	\$21.56	\$22.00	\$22.53	\$23.19	\$23.37	\$23.84
14	\$21.80	\$22.32	\$22.77	\$23.33	\$24.24	\$24.40	\$24.89

EA Level 2

LANE -->	Base	+15 units	+30 units	+45 units	+60 units	+75 units	BA
STEP	1	2	3	4	5	6	7
4	\$15.83	\$16.29	\$16.69	\$16.95	\$17.24	\$17.52	\$18.19
5	\$16.92	\$17.38	\$17.76	\$18.03	\$18.32	\$18.62	\$19.32
6	\$18.00	\$18.48	\$18.84	\$19.14	\$19.40	\$19.70	\$20.43
7	\$19.11	\$19.57	\$19.94	\$20.22	\$20.49	\$20.82	\$21.59
8	\$19.83	\$20.28	\$20.67	\$20.96	\$21.24	\$21.51	\$22.37
9	\$20.87	\$21.34	\$21.72	\$22.00	\$22.28	\$22.55	\$23.45
10	\$21.89	\$22.38	\$22.73	\$23.04	\$23.31	\$23.58	\$24.52
11	\$23.19	\$23.67	\$24.06	\$24.32	\$24.61	\$24.89	\$25.89
12	\$24.27	\$24.75	\$25.12	\$25.41	\$25.64	\$25.97	\$27.00
13	\$26.08	\$26.58	\$27.00	\$27.30	\$27.61	\$27.84	\$28.94
14	\$26.78	\$27.32	\$27.72	\$28.04	\$28.34	\$28.60	\$29.73
15	\$28.47	\$29.03	\$29.49	\$29.79	\$30.12	\$30.39	\$31.60

Longevity Increments

Longevity is a fixed hourly amount paid beyond the maximum step at the beginning of fifteen (15) or twenty (20) years of regular service in the District. The amount of longevity shall be **\$1.15** per hour for the fifteen (15) year increment and **\$1.65** per hour for the twenty (20) year increment. The longevity increment shall be paid to all employees for all hours paid on the payroll, effective only at the beginning of a contract year. An employee does not have to have reached the top step of the schedule in order to be eligible for a longevity increment.

APPENDIX B

Home Visit Project Stipends

The Teacher Home Visit Project was developed by **parents in Sacramento, CA where it has been successfully implemented since 1998 and brought to Saint Paul by SPFT in 2010**; The goals of the Teacher Home Visit Project are to build a stronger partnership between educators and parents, to promote Saint Paul Public Schools, and to work with parents to eliminate **racial predictability of student outcomes**. The Teacher Home Visit Project operates on a model where parents are seen as an asset to the educational process. By meeting parents in an area of their comfort, educators have more success in working with them in partnership around academics.

Educational Assistant participation in the Teacher Home Visit project requires the following commitments:

1. Attendance at four (4) hour Parent/Teacher Home Visit training;
2. For the first year a educational assistant participates: completing at least **one (1)** visit with a minimum of 3 families,
3. For all additional years a educational assistant participates: completing at least **one (1)** visit with a minimum of 8 families;
4. Attendance at **fall and spring debrief session**;
5. **Document visits on project visit tracker**;
6. **An agreement to conduct visits that follow the model outlined in training:**
 - **Voluntary for educational assistants and parents**
 - **Conducted in pairs**
 - **Not solely targeting particular groups of students**
 - **Relation-based, focused on the hopes and dreams of the family-educational assistants or teachers bringing no papers**

Educational Assistants who participate in the Home Visit Project shall be paid an additional \$50 stipend for each home visit conducted by the educational assistant.

Payment of the stipends shall be made after the **fall and spring debrief sessions**.

This program is designed different and separate from EA jobs that include home visits as part of their regularly assigned duties.

The total amount of payments under this Appendix shall not exceed **\$15,000** during the course of this agreement. **In addition, no one educational assistant supporting grades prek-5 can earn in excess of \$1,500 during each school year. No one EA supporting grades 6-12 can earn in excess of \$2,000 during each school year. EAs who are interpreting for home visits can earn more than the individual limits listed; \$3,000 will be allocated for these purposes in addition to the \$15,000 during the course of this agreement.**

The District shall meet with the project's local training/leadership team at the team's December and June meetings for the purpose of evaluation and leveraging home visiting work to promote common SPPS/SPFT parent engagement goals.

APPENDIX C

Professional Development Trainers Stipend

Educational Assistants will be asked to contribute to the Educational Assistant Professional Development Training days by offering training in an area of expertise. Educational Assistants who provide training on these days shall be paid a stipend of \$100 for their planning and preparation time. This stipend is in addition to the regular rate of pay for the day of the training.

ADDITIONAL INFORMATION

(Not Part of Agreement)

Improvement Plans

Leave of Absence Information

MEMORANDUM OF AGREEMENT

Educational Assistant Seniority Groups

Joint Union Management Training Sessions

Saint Paul Federation of Teachers Welcome Back Gathering

Job Description Review Process

Educational Assistant Representation on Building Equity Teams

Educational Assistant to Licensed Teacher Pathway

Religious Holidays

Improvement Plan Process

Educational Assistant Substitutes for Specialized Services

Development and Support for Restorative Practice in Schools

Interview and Selection

Discovery Club Additional Hours and Preparation Time

Sick Leave Bank

EA Seniority Groups and Process

Discovery Club

STATEMENT OF INTENT

Student Engagement and Conduct

School Safety and School Climate

ADDITIONAL INFORMATION

(Not Part of Agreement)

Leave of Absence Forms are available online at www.spps.org/Forms.

MEMORANDUM OF AGREEMENT
Educational Assistant Seniority Groups

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

Pertinent Historical Facts of the EA Seniority System:

- The seniority groups for educational assistants define positions very narrowly. When a position is eliminated, the person in that position bumps the least senior person in the exact same position within the seniority group. The least senior person is then placed on a reinstatement list until a position opens within the seniority group.
- A Labor Management Committee has studied the current seniority group structure and functionality and has found the following:
 - A. Employees hold seniority rights to positions within their current seniority group. Employees may also hold seniority rights to past positions held in other seniority groups. However, many single-position seniority groups exist. If those positions are eliminated or if entire programs are eliminated, employees often have no rights to other vacancies.
 - B. Qualifications for many educational assistant positions are general; thus, educational assistants often possess the knowledge, skills and abilities to move into other positions. The current system does not work to make this happen. The result is a loss of talent from the school district and additional efforts to find new candidates for openings.
 - C. When a position is eliminated, often other employees are displaced as well. For example, Person A's position could be eliminated. Person A then displaces Person B, who is the least senior employee in the same seniority group. Then, Person B displaces Person C who is in another seniority group in which Person B once held a position. This scenario can go on for several iterations. The result is that one position is eliminated; yet many people, programs, and students served are disrupted.

The Parties Agree to the Following

Current Seniority System:

The educational assistant seniority system needs restructuring. The parties agree to the following changes in the seniority system for educational assistants:

- A. The following ten broad seniority groups will be established. The District may add seniority groups as needed:

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

Memorandum of Agreement
Educational Assistant Seniority Groups (continued)

- B. When a position is eliminated, that employee shall be placed in a vacancy within their current level (i.e., EA1 or 2) for which he/she is qualified. Every effort will be made to place the employee in a vacancy that is similar in nature to the work the employee was performing. However, the employee must accept a position offered him/her, if the employee is offered a position for which he/she is qualified. Every attempt will be made to find the best fit for both the employee and Employer. If no vacancy exists, the employee may displace the least senior educational assistant in a position for which the employee is qualified within their seniority group.
- C. Employees will retain their current seniority dates within these broader seniority groups.
- D. The District will facilitate a voluntary transfer process for educational assistants who seek new positions within the District. This process will be ongoing throughout the year.

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

MEMORANDUM OF AGREEMENT
Labor Management Joint Training Sessions

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

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

To further these goals, the parties agree to hold, twice per year, joint union and management training sessions.

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

MEMORANDUM OF AGREEMENT
Saint Paul Federation of Teachers Welcome Back Gathering

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

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

MEMORANDUM OF AGREEMENT
Job Description

The District and the Union agree to jointly update the EA job descriptions during the length of the July 1, 2015 to June 30, 2017 contract.

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

MEMORANDUM OF AGREEMENT
Educational Assistant Representation on Building Equity Teams

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

Therefore, the parties agree to the following:

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

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President
St. Paul Federation of Teachers

Assistant Director, Employee and Labor
Relations

Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

MEMORANDUM OF AGREEMENT
Educational Assistant to Licensed Teacher Pathway

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the sole purpose of establishing opportunities for Educational Assistants to advance their career and become teachers (as defined by the SPFT Teacher Contract) in Saint Paul Public Schools.

The District and the Federation agree that Educational Assistants are an integral part of the Saint Paul Public School community and that providing them with assistance to become classroom teachers in Saint Paul Public Schools can strengthen and help diversify the teaching force. To that end, the parties have agreed to the following:

1. Effective with the 2014-2015 school year, each fall up to five (5) and each spring up to five (5) Educational Assistants who are completing course work for a teaching license will be granted a paid leave, with rights to return, to complete their student teaching. Educational Assistants who are seeking a license in a hard-to-staff license area will be given preference for a leave. Nothing will preclude an Educational Assistant from requesting an unpaid leave of absence per Article 11.
2. Leaves of absence requests will be approved by the Superintendent. It is the expectation of both the District and the Federation that individuals approved for such a leave who are offered a teaching contract commit to working in the District if a position is available, for at least three (3) years after completion of their licensure program.
3. Effective with the 2014-15 school year, full-time Educational Assistants will be eligible to apply for one of ten (10) \$2,500 yearly stipends to be used toward classes required to achieve a teaching license. Preference will be given to Educational Assistants seeking a license in a hard-to-staff license area.
4. During the 2013-2014 school year, the Educational Assistant Labor Management Committee will determine the requirements for the stipend, with recommendations from the Career Teacher Founding Board and develop a stipend application. Requirements will include the completion of at least 2 years of service within Saint Paul Public Schools prior to applying.
5. The Educational Assistant LMC will select the stipend recipients by April 1 for the following school year.

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Director of Non-Licensed Personnel
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MEMORANDUM OF AGREEMENT
Religious Observances

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistant bargaining unit. It is entered into for the sole purpose of defining the conditions of how and when Educational Assistants may use time for the purpose of religious observances.

The parties have agreed to the following:

1. Educational Assistants may use two (2) days of leave per school year for religious observances. Prior notification of absence for religious observances may be requested by the employee's principal or supervisor.
2. The employee may take up to two (2) religious observances days deducted from sick leave.

This Memorandum of Agreement shall be effective upon signature and shall remain in effect until the expiration of the 2013-15 collective bargaining agreement.

INDEPENDENT SCHOOL DISTRICT NO.
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Director of Non-Licensed Personnel
St. Paul Federation of Teachers

Assistant Manager, Negotiations and
Employee Relations

Date

Date

**MEMORANDUM OF AGREEMENT
Improvement Placement Plans**

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

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

1. When a supervisor identifies job-related performance areas of concern, he/she shall complete a formal performance evaluation of the employee. A meeting shall be scheduled with the employee and his/her union representative (if desired by the employee) and a Human Resources representative, at which time the performance evaluation shall be discussed. The employee must be given written notice of the meeting at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.
2. The supervisor, employee, union representative (if desired by the employee) and Human Resources representative shall jointly develop a written performance improvement plan that addresses the identified areas of concern with the understanding that the supervisor may implement a plan if no consensus can be reached.
3. Elements of a written improvement plan must include:
 - a) A statement of the required performance standards and each identified performance concern;
 - b) A statement of the actions the employee must take to meet expected performance for each identified performance concern;
 - c) The length of the improvement plan and the schedule of review meetings (at least monthly) between the supervisor and employee along with any other timelines related to specific concerns;
 - d) Identification of specific resources available to the employee to assist in meeting the improvement plan goals including, but not limited to, mentors, classes, feedback, modeling and employee assistance;
 - e) Identification of the next level supervisor; and
 - f) Signatures of the supervisor and employee indicating the plan has been discussed and reviewed along with the date of such discussion (but not necessarily indicating agreement).
4. If consensus is not reached on the written performance improvement plan, the employee may appeal components of and/or timelines related to the plan to the next level supervisor identified as part of the plan. If appealed, any timelines identified as part of the plan are held in abeyance until the completion of the appeal meeting.
 - a) Notice of the appeal must be sent in writing (including e-mail) within five (5) working days of the discussion meeting.

MEMORANDUM OF AGREEMENT REGARDING IMPROVEMENT PLAN PROCESS (Continued)

- b) An appeal meeting shall be scheduled within ten (10) working days or as soon as administratively possible of receipt of the written appeal notice. The employee must be given written notice at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.
 - c) The appeal meeting shall be in the form of a “meet and confer” between the employee, the employee’s union representative (if desired by the employee), the employee’s supervisor, the next level supervisor, and a Human Resources representative.
 - d) Within ten (10) working days following the “meet and confer” the next level supervisor shall review the plan and make any appropriate adjustments. A final version of the written performance improvement plan shall be given to the employee. At a minimum the final plan should include appropriate adjustments to timelines in the original plan to reflect the appeal process.
5. At the end of the improvement plan, the supervisor shall formally evaluate the employee’s performance and make a determination of whether or not the elements of the plan have been met.
- a) If the employee has not met the improvement plan expectations, a meeting will be held between the supervisor, the employee, the employee’s union representative (if desired by the employee), the next level supervisor and a Human Resources representative to discuss further options with the appropriate notices as described above. Options that shall be considered during the meeting include, but are not limited to, extension of the improvement plan and alternative work assignments.

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

ON TRACK

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

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

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

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

MEMORANDUM OF AGREEMENT REGARDING IMPROVEMENT PLAN PROCESS (Continued)

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

OTHER PROVISIONS

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

**INDEPENDENT SCHOOL DISTRICT NO.
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Relations**

**Director of Non-Licensed Personnel
St. Paul Federation of Teachers**

**Assistant Manager, Negotiations and
Employee Relations**

Date

Date

**MEMORANDUM OF AGREEMENT
Educational Assistant Substitutes for Specialized Services**

This Memorandum of Agreement is by and between the Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the sole purpose of establishing substitutes effective with the 2016-17 school year, for full-time Educational Assistants serving special education students.

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

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

This Memorandum of Agreement shall remain in effect until a successor agreement is ratified by both parties.

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MEMORANDUM OF AGREEMENT
Development and Support for Restorative Practice in Schools

The District and the Federation share the value of restorative culture in our schools and believe that transformational shifts to include multiple perspectives and cultural means to restore relationships and community holds significant promise as a means to achieving safe, culturally respectful, equitable and just places. The parties further believe that:

1. Restorative practice allows people to build and nurture relationships through participatory learning and decision-making, to foster healthy social and cultural norms and behavioral boundaries.
2. School communities are happier, more cooperative, productive, and likely to experience positive changes in behavior when members of that community work together to problem solve and have a voice in those decisions. A restorative culture promotes multiple perspectives by allowing parents, students, and educators to view themselves as and to act as leaders in creating the school environment they wish to see. Problems related to discipline and safety in our schools can only be solved when all involved share responsibility and are prepared to work together.

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

1. Involvement in the creation of the site based plan and voting on the approval of the plan.
2. Participation in all restorative practice professional development, including staff meeting time used for this purpose for those schools designated as restorative practice schools.

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**Director of Non-Licensed Personnel
St. Paul Federation of Teachers**

**Assistant Manager, Negotiations and
Employee Relations**

Date

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MEMORANDUM OF AGREEMENT
Interview and Selection

The Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter “District”) and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter “Federation”) exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the purpose of establishing a process for EAs to apply and be interviewed for District Educational Assistant opportunities.

Eligibility for the Educational Assistant Transfer Process:

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

- Educational assistants who have successfully completed their probationary period
- Educational assistants who would like to move from a Level 1 to a Level 2 position
- Educational Assistants who would like to transfer to a different position, a different school/program/department

Educational Assistants are ineligible for this transfer process if they:

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

Application Process for EA Transfer Process:

Positions will be posted internally for 5 business days.

- Educational Assistants who qualify for the transfer will apply to posted positions using the District’s online application system
- Educational Assistants will be provided an interview only in this process
- If an internal Educational Assistant is not selected, the position will be posted externally

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Director of Non-Licensed Personnel
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MEMORANDUM OF AGREEMENT
Discovery Club Additional Hours and Preparation Time

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into as a result of effects bargaining due to programmatic changes in Discovery Club.

1. Site Managers in conjunction with the program administrators, will approve work time as needed for Discovery Club program needs and assignments. Staff will be granted additional hours outside of their regular work hours to fill out behavior report forms when documentation cannot be reasonably completed during work hours.
2. Group leaders will receive 60 minutes for activity prepping and planning time per day (except when fieldtrips suspend the regular day). Group leaders will get additional hours for any prep and planning time missed due to program needs, this time will be approved by their Site Manager or program administrators. Site Managers will also to their best to organize schedules and rotations to give group leaders additional time to prep and planning time whenever possible.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAINT PAUL FEDERATION OF TEACHERS REPRESENTING EDUCATIONAL ASSISTANTS AND ST.
PAUL PUBLIC SCHOOLS REGARDING SICK LEAVE BANK**

SECTION 1. ELIGIBILITY TO DONATE SICK LEAVE

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

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

SECTION 2. ELIGIBILITY TO RECEIVE SICK LEAVE

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

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

Definitions:

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

SECTION 3. PROCESS TO DONATION

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

MEMORANDUM OF UNDERSTANDING SICK LEAVE BANK (continued)

SECTION 4. APPLICATION FOR BENEFITS

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

SECTION 5. SICK LEAVE BENEFIT

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.
2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.
3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.
4. Recipients shall not accrue additional sick leave based on hours received from the Bank.
5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.
6. Hours received are paid at the eligible recipient's regular rate of pay.
7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.
8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 10.1.4.4 pursuant to M.S. §181.9413.

MEMORANDUM OF UNDERSTANDING SICK LEAVE BANK (continued)

SECTION 6. ADMINISTRATION OF THE BANK

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.
2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.
3. Donated hours shall be distributed to eligible recipients on a first-come, first- served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.
4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.

**INDEPENDENT SCHOOL DISTRICT NO.
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**Director of Non-Licensed Personnel
St. Paul Federation of Teachers**

**Assistant Manager, Negotiations and
Employee Relations**

Date

Date

**Memorandum of Agreement
EA Seniority Groups and Process**

The Federation and the District agree to engage in a Labor Management Committee process to review the educational assistant seniority process (Article 15) and seniority groups during the course of the 2015-2017 contract.

**INDEPENDENT SCHOOL DISTRICT NO.
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Date

**MEMORANDUM OF AGREEMENT
Discovery Club**

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District") and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the Educational Assistants bargaining unit. It is entered into for the sole purpose of establishing staffing procedures for Educational Assistants in Discovery Club.

The parties have agreed to the following:

1. A full time Discovery Club EA1 (group leaders) works 6.5 hours/day (32.5 hours per week), including 30 minutes of no student contact for planning per day. Group leaders that plan for more than 1 group will be given additional planning time each day to be coordinated with site manager.
2. EA1 and EA2 Discovery Club assignments will be the responsibility of the Discovery Club Administration. Before the end of the second full week in August, all open EA1 or EA2 Discovery Club positions will be posted internally. Employees will be notified of positions via lotus notes Discovery Club group. The open positions will be announced to internal Discovery Club employees and posted for five (5) business days not including holidays before posting externally. EAs that have been cut from their site will be able to express their preferences for open positions and will be first to be awarded positions via seniority. Special assignment positions that include hours beyond 6.5 hours a day for EA1 staff will be posted and awarded via an interview and selection process. Positions that open up within the month of September and after the first of May will be posted via lotus notes for five (5) business days and internal candidates will be awarded positions before external candidates.
3. Any EA who works a split shift, will work 6 hours and will be paid an additional 30 minutes for the split for a total of 6.5 hours per day.
4. EAs that are required to work on days when there is an emergency school closing (i.e. snow days, cold days) will receive compensation in accordance to the District guidelines for snow/cold days.
5. To ensure safety of students and staff on emergency school closure dates, the EA Labor Management Committee will discuss protocol for emergency school closures included but not limited to staffing plans and other safety precautions and procedures by November 15.

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Director of Non-Licensed Personnel
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Assistant Manager, Negotiations and
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Date

Date

STATEMENT OF INTENT

Student Engagement and Conduct

The District and Federation jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with the teachers and other adults in the building. Teachers cannot provide the highest level of instruction and engagement 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, bullying, violence, prejudice, discrimination, and disruption. To that end, the District and Federation are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions in student learning. The District affirms its intent that the principles and procedures established in the Student Behavior Handbook: Rights and Responsibilities shall be applied consistently and equitably throughout Saint Paul Public Schools. The Federation affirms its support for the implementation of positive behavioral interventions and supports consistent with the Student Behavior Handbook: Rights and Responsibilities.

To foster systemic implementation of positive behavior interventions and supports, the District will provide assistance to schools in the development, implementation, and evaluation of schoolwide approaches. School principals will create and maintain a school level team focused on monitoring, supporting and improving student conduct. (Examples of such teams include, but are not limited to, the Student Conduct Improvement Teams, Student Assistance Teams, and Positive Behavior Interventions and Supports Teams.) These teams will be composed of teachers, a licensed administrator (the principal or assistant principals), paraprofessionals, and other staff members in the building. Parents and members of the community may be nominated by teachers and shall participate as *ex officio* members of the committee at the discretion of the principal. Parent and community membership of the committee must be proportionate to and representative of the student population served by the building. Parent and community members of these committees may be present at all meetings of the committee except those portions of meetings where private student data is discussed. Any interested staff member should be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure the team functions as intended. Membership on this committee will fulfill the requirement for committee participation for professional staff members. This school level team will be charged with the following tasks:

1. Develop site-specific policies and plans to promote high standards of student conduct
2. Review data on student conduct, identify potential solutions and interventions, and recommend improvements to the building-wide plan; and
3. Monitor the application and enforcement of the responses detailed in the Student Behavior Handbook: Rights and Responsibilities and site-specific discipline protocols 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 believe appropriate action was not taken, may take their concerns to the team for further discussion. As a last resort, if the team and the principal cannot resolve the issue, the matter may be appealed through the grievance procedure up to the Superintendent for final resolution.

In order to support, maintain, and reinforce high standards of student conduct, the Federation acknowledges the importance of consistent, collective action by its members in each building. In accordance with the Student Behavior Handbook: Rights and Responsibilities, all staff will teach, model, practice, and reinforce expected behaviors throughout the school year. Additionally, members will follow site-specific policies and plans to promote high standards of student conduct.

The District and Federation agree to annually review aggregate data on student conduct at a Spring meeting of the Professional Issues Committee and to discuss ways to strengthen and improve system wide implementation.

STATEMENT OF INTENT

SCHOOL SAFETY AND SCHOOL CLIMATE STATEMENT OF INTENT

SCHOOL CLIMATE

The District and Federation jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with the teachers and other adults in the building. Teachers cannot provide the highest level of instruction and engagement 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, bullying, violence, prejudice, discrimination, and disruption. To that end, the District and Federation are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions in student learning. The District affirms its intent that the principles and procedures established in the Student Behavior Handbook: Rights and Responsibilities shall be applied consistently and equitably throughout Saint Paul Public Schools. The Federation affirms its support for the implementation of positive behavioral interventions and supports consistent with the Student Behavior Handbook: Rights and Responsibilities.

To foster systemic implementation of positive behavior interventions and supports, the District will provide assistance to schools in the development, implementation, and evaluation of school wide approaches. School principals and SPFT building stewards will create School Climate Improvement Teams (SCITs) (distinct from Pupil Problem Committee) in each school. Any existing or otherwise named committee that functions as described in this statement shall satisfy the requirement that a building has a SCIT. Examples of such teams include, but are not limited to the School Climate Improvement Teams (SCIT), Student Assistance Teams, and Positive Behavior Interventions and Supports Teams.

These teams will be composed of teachers, a licensed administrator (the principal or assistant principals), Educational Assistants, and other staff members in the building and may include students as appropriate. Students, parents and members of the community may be nominated by educational assistants and administration. Student, parent and community membership of the committee must be proportionate to and representative of the student population served by the building. Student, parent and community members of these committees may be present at all meetings of the committee except those portions of meetings where private student data is discussed. Any interested staff member should be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure the team functions as intended. Membership on this committee will fulfill the requirement for committee participation for professional staff members.

SCHOOL SAFETY AND SCHOOL CLIMATE STATEMENT OF INTENT (continued)

This school level team will be charged with the following tasks:

1. Develop site-specific plans to promote a positive school climate and high standards of student conduct;
2. Review data on school wide behavior trends, identify root causes, potential solutions and interventions, and recommend improvement to the building-wide plan;
3. Monitor the application and provide feedback to district administration on enforcement of the responses detailed in the Student Behavior Handbook: Rights and Responsibilities (boe.spps.org/POLICYMANUAL) and site specific discipline protocols, the Student Conduct Guide and site-specific procedures to ensure that all staff, administrators, teachers, educational assistants and others consistently maintain high standards and expectations for all students. Educational Assistants who believe appropriate action was not taken may take their concerns to the team for further discussion. As a last resort, if the team and the principal cannot resolve the issue, the matter may be appealed through the grievance procedure up to the Superintendent for final resolution.

SCITs may meet over the summer months to prepare for the upcoming school year. Educational Assistants who participate in summer SCIT meetings outside of the contract year will be paid their hourly rate up to a District-wide maximum of \$1,500.

In order to support, maintain, and reinforce a positive school climate, the Federation acknowledges the importance of consistent, collective action by its members in each building.

In accordance with Student Behavior Handbook: Rights and Responsibilities all staff will teach, model, practice, and reinforce expected behaviors throughout the school year. Additionally, members will follow site-specific policies and plans to promote high standards of student conduct.

The District and Federation agree to annually review aggregate data on student conduct at a Spring meeting of the Professional Issues Committee and to discuss ways to strengthen and improve system wide implementation.

NOTIFICATION OF VIOLENT STUDENT BEHAVIOR

The District will comply with all applicable laws and regulations relating to the notification of staff about violent student behavior.

FOR INFORMATION PURPOSES ONLY

(Not Part of Agreement)

Educational Assistant General Job Description

Accessing and Reviewing Personnel Files

EDUCATIONAL ASSISTANT
GENERAL JOB DESCRIPTION

December 19, 1997

Educational assistant is a generic employment classification or title that includes a variety of skilled paraprofessional staff. The minimum qualifications for each job classification in this staff area vary considerably. A teaching license regulated by the Minnesota Department of Education is not required. The educational background for this classification is typically a high school diploma or GED with college-level course work often preferred; minimum qualifications are determined by the nature of the duties assigned.

Educational assistants receive their supervision and direction from teachers, program supervisors and administrators.

Educational assistants are employed in a variety of functional roles. For example, they are employed to interpret for deaf/hard of hearing persons, assist licensed staff members with bilingual/bicultural instruction, assist with specific behavior management techniques for children who have special needs, coordinate extended day/year programs, assist in multicultural programs, or as resource people for educational television, community resource and home-school liaison staff, and so forth. There are over 200 separate job descriptions for educational assistants.

Educational assistants are an essential and significant component of the School District's educational community. They perform services not provided by other employee groups to assist the Board of Education in achieving its goals for learners.

In the Saint Paul Public School District, the broad classification of educational assistants is further separated into two levels, Level 1 and Level 2. A Level 2 educational assistant is typically distinguished from Level 1 by one or more of the following factors:

1. The complexity and range of the duties performed.
2. The amount of supervision received.
3. The level of interaction with individuals or groups outside of the immediate school staff.
4. Responsibility for public relations within the school and to the community.
5. Decision-making responsibilities.
6. The role as a consultant or resource person to certificated staff.
7. Knowledge of and ability to utilize community resources.
8. Other relevant factors and considerations.

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.

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