7-1-1995

Saint Paul, Minnesota, Independent School District No. 625 Board of Education of and Saint Paul Federation of Teachers, American Federation of Teachers, Local 28 (1995)
Saint Paul, Minnesota, Independent School District No. 625 Board of Education of and Saint Paul Federation of Teachers, American Federation of Teachers, Local 28 (1995)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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Saint Paul, Minnesota, Independent School District No. 625 Board of Education of and Saint Paul Federation of Teachers, American Federation of Teachers, Local 28 (1995)

**Location**
St. Paul, MN

**Effective Date**
7-1-1995

**Expiration Date**
June 1997

**Number of Workers**
2860

**Employer**
Board of Education of Independent School District No. 625, Saint Paul, Minnesota

**Union**
Saint Paul Federation of Teachers

**Union Local**
28

**NAICS**
61

**Sector**
Local government

**Item ID**
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**Keywords**
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SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

TERMS AND CONDITIONS
OF PROFESSIONAL
EMPLOYMENT

Agreement between the
Saint Paul Board of Education
and the
Saint Paul Federation of Teachers
July 1, 1995 through June 30, 1997
with
Additional Information
and
Memoranda of Agreement

1995 - 1997
SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education:

Greg Filice - Chair
Mary Thornton Phillips - Vice Chair
Choua Lee - Clerk
Marc Manderscheid - Treasurer

Bill Carlson - Director
Tom Conlon - Director
Becky Montgomery - Director

Administration:

Curman L. Gaines - Superintendent
Julio Almanza - Assistant Superintendent,
   Planning and Support Services
Maureen A. Flanagan - Assistant Superintendent,
   Administration and Government Relations
William A. Larson - Assistant Superintendent,
   Fiscal Affairs and Operations
Cy Yusten - Assistant Superintendent,
   Teaching and Learning
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ARTICLE 1: PURPOSE OF THE AGREEMENT

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

ARTICLE 2: RECOGNITION AND JURISDICTION

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

SECTION 2. JURISDICTION: The Federation is the sole elected representative of all teachers who are defined in this Agreement and PELRA as members of the appropriate unit for the duration of this Agreement. The Federation, as exclusive representative, has those rights and duties as prescribed by PELRA and this Agreement.
ARTICLE 3: DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:

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

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

SECTION 3. APPROPRIATE UNIT: The appropriate unit shall consist of all teachers of Independent School District No. 625, Saint Paul, Minnesota, as defined in Minn. Stat. § 179A.03, Subd. 18, employed in a position for which the person must be licensed by the State Board of Education, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees, confidential employees, superintendents, assistant superintendents, principals, and assistant principals who devote more than 50% of their time to administrative and supervisory duties, and all other employees.

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

SECTION 4. BOARD: "Board" shall mean the Board of Education or its designated officials.

SECTION 5. SUPERINTENDENT: "Superintendent" shall mean the Superintendent of Schools or representatives designated by the Superintendent.

SECTION 6. DAYS: "Days" shall mean teacher duty days except where otherwise indicated.

SECTION 7. OTHER TERMS: Terms not defined in this Agreement shall have those meanings defined by PELRA. If undefined in PELRA and this Agreement, terms shall have those meanings applied to them in their usage in the Saint Paul school system.
ARTICLE 4: BOARD OF EDUCATION RIGHTS

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

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

ARTICLE 5: TEACHER RIGHTS

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

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

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

SECTION 4. RIGHT TO COUNSEL: Upon written request of the teacher involved, the School District shall provide legal counsel for any school teacher against whom claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of such teacher with the School District. The choice of such legal counsel shall be made only after consultation with the teacher. Provision of counsel under this Section shall not be construed to render the School District liable for any torts of its employees, except as otherwise provided by law, or for reimbursement of costs of counsel provided to the teacher pursuant to the contract obligation of another or otherwise than under this Section, or for payment of any judgments or any other costs or disbursements in connection therewith where the judgment, cost or disbursement is against the teacher and not against the School District.
ARTICLE 6: FEDERATION RIGHTS

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

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

SECTION 3. BUILDING STEWARD: The Federation building stewards shall exercise their duties for the Federation only at times which do not conflict with the contractual obligations of teachers.

SECTION 4. REPRESENTATION FEE:

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

Subd. 2. The Federation agrees to indemnify and hold the School District harmless against any and all claims, suits, orders or judgments brought or issued against the School District No. 625 as a result of any action taken or not taken by School District No. 625 in compliance with the provisions of this Section.
ARTICLE 6: FEDERATION RIGHTS (continued)

SECTION 5. FEDERATION BUSINESS LEAVE:

In each school/fiscal year, the District will allow leave without loss of pay, up to a maximum of fifty (50) person days total for the District, for teachers to participate in official business of the Saint Paul Federation of Teachers. In an unusual circumstance, and following written specific request by the Federation, the Superintendent may, at his/her discretion, elect to authorize specified additional days beyond the fifty (50) permitted herein. Except for members of the Saint Paul Federation of Teachers Executive Board, no one teacher may be granted leave under this provision for more than five (5) person days in a school year.

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

Leave requested by the Federation for negotiations purposes is handled separately, under Section 2 of this Article, and the approval of the Negotiations/Labor Relations Manager is required.

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

The cost of substitute teacher service for any teachers released under this provision shall be paid by the Federation, as billed by the Business Office of the District.
ARTICLE 7: SUBSTITUTE, PART-TIME, HOURLY, AND TEMPORARY EMPLOYEES

Substitute, part-time, hourly and temporary employees under this Article are teachers whose services as a teacher are compensated on a substitute pay basis as specified in Section 1 of this Article, or on a part-time pay basis as specified in Section 2 of this Article, or on an hourly pay basis as specified in Section 3 of this Article, and/or any who are in positions of a basically temporary or seasonal character.

All terms and conditions of employment (as defined in Minn. Stat. § 179A.03, Subd. 19) for substitute, part-time or hourly employees shall be contained solely within this Article, and the Appendices specifically referenced in this Article, except involving Teacher Rights (Article 5) and Grievance Procedures (Article 15); Staff Reduction Procedures (Article 14, Section 2, Subds. 1 and 11) shall apply for part-time contracted teachers only, and only as specifically provided in the referenced subdivisions. Except as specifically provided in this Article, no fringe benefits are provided substitute, part-time, hourly or temporary employees. No leave benefits are provided except as required by law or as specifically provided in this Article.

Further, a temporary employee shall not have or acquire any rights or benefits other than the specific pay rate provided for the specific service rendered, as such is established by the Board of Education. Temporary employment may involve compensation based on some provision of this Agreement, such as the provisions specified in Article 9: Additional Compensation Provisions, or Appendix C: Extracurricular Activities. However, payment of any such rate for a particular service rendered, to a person who is not otherwise employed by the District, either as a regular teacher or under one of the Sections of this Article, does not constitute or imply any employment relationship other than payment for the particular service rendered.

SECTION 1. SUBSTITUTE TEACHERS:

Subd. 1. Casual Substitute Service: Basically, the responsibilities of casual substitute service are instructional in nature and do not extend beyond approximately fifteen (15) minutes before and after student contact hours. Casual substituting is normally on a day-to-day assignment basis.

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

1.1 Casual substitute service basic rate of pay shall be:
   - $73.00 per day from July 1, 1995 through January 28, 1996.
   - $75.00 per day from January 29, 1996 through June 30, 1996.
   - 1996-97: $77.00 per day.

1.2 Casual substitute service accumulated service rate of pay shall be:
   - $80.00 per day from July 1, 1995 through January 28, 1996.
   - $82.00 per day from January 29, 1996 through June 30, 1996.
   - 1996-97: $84.00 per day.
ARTICLE 7: SUBSTITUTE, PART-TIME, HOURLY, AND TEMPORARY EMPLOYEES,
Section 1. (continued)

1.2.1 Eligibility for the accumulated service rate of pay shall be established when, in any given school year, the substitute teacher shall have worked a total of twenty (20) full-day casual and/or long-term substitute service assignments in that school year at the basic rates prescribed in Subds. 1.1 and 2.1 of this Section. All further days of casual substitute service assignment during that school year shall be paid at the accumulated service rate.

1.2.2 If, having once qualified, the substitute teacher does not provide thirty-one (31) or more days of substitute service in any given year, that substitute teacher must, in any subsequent year, again work twenty (20) days casual and/or long-term substitute service at the basic rate in order to regain eligibility.

1.2.3 If a substitute teacher has reached eligibility and has been paid at the accumulated service rate in a preceding school year, then that substitute teacher will be paid at the accumulated service rate for casual substitute service in the consecutive subsequent school year.

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

Subd. 2. Long-term Substitute Service: Long-term substitute service is defined as a continuous single assignment for ten (10) school days or more. The responsibilities of long-term substitute service are essentially the same as for the contract teacher, encompassing not only instructional activities but other responsibilities typically assumed by contract teachers. In-service and professional days on the school calendar which are duty days for regularly-contracted teachers, and which occur during continuous service in a casual substituting assignment shall be counted toward qualification of the assignment as long-term substituting. However, the in-service or professional day shall not be worked and/or paid unless it is specifically assigned as a substitute duty day for the individual involved.

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

1995-96: $85 per day, effective through January 26, 1996.
$95 per day, effective beginning January 29, 1996.

1996-97: $97.00 per day.
ARTICLE 7: SUBSTITUTE, PART-TIME, HOURLY, AND TEMPORARY EMPLOYEES, Section 1. (continued)

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

2.2.1 The use of sick leave by substitute teachers shall conform to all of the following requirements.

Sick leave shall be granted only:
1) on teacher duty days;
2) when a substitute would be needed;
3) when the substitute has been assigned or called to take an assignment and would be available for the assignment except for the substitute's illness or temporary disability.

2.2.2 Payment for sick leave taken shall be made at the rate applicable for the particular assignment for which the teacher was called or to which the teacher was assigned on the day the sick leave was taken.

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

Subd. 3. General Provisions:

3.1 Half-day (1/2) substitute service shall be paid at one-half (1/2) the daily rate for the assignment. One-half (1/2) day shall be the minimum assignment for a substitute.
ARTICLE 7: SUBSTITUTE, PART-TIME, HOURLY, AND TEMPORARY EMPLOYEES,
Section 1. (continued)

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

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

3.3.1 Substitute teachers who are assigned one (1) hour of teaching duties in addition to the regular school day as defined in this Agreement shall be paid an additional $10 per day for the additional hour.

Effective January 29, 1996, this rate shall be amended to $12 per day.

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

SECTION 2. COMPENSATION FOR PART-TIME TEACHERS: Teachers contracted for half-time or more, but less than full time, shall be compensated proportionately. For the purpose of establishing part-time salaries, a full day shall include teaching and other responsibilities as defined in Article 13. A full contract year shall be as defined in Article 13 and in the school calendar, and teachers contracted for less than a full year shall be compensated proportionately.

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

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

SECTION 3. HOURLY INSTRUCTIONAL RATES OF PAY: The conditions and rates of pay for hourly instructional employment are those specified in Appendix D, and are considered a part of this Agreement. A teacher employed on an hourly basis shall not have or acquire any rights or benefits other than the pay rate provided in Appendix D.
SECTION 1. SALARY SCHEDULE: The teachers’ salary schedule is a part of a teacher’s continuing contract pursuant to the specific provisions of this Agreement.

Subd. 1. Basic Salary Schedules: The salaries reported in Schedules A-1 and A-2 of Appendix A shall be a part of this Agreement for the 1995-96 and 1996-97 school years, respectively. For individual teachers, salaries shall become effective the first day of regular employment within the effective period of each schedule.

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

SECTION 2. ELIGIBILITY FOR LANE PLACEMENT ON THE SALARY SCHEDULE:

Teachers shall be eligible for change in lane placement on the salary schedule in accordance with the changes in their earned degrees and credits as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements: Undergraduate and graduate credits and degrees, to be considered for application to the salary schedule, shall be earned from an institution recognized for the purposes of certification by the State Department of Education provided, however, that course work from other institutions shall be considered only if the equivalent course content is not available through accredited institutions deemed by the Superintendent to be reasonably accessible to the teacher, and only with prior approval of the Superintendent. After March 15, 1976, not less than one-third (1/3) of the credit requirements beyond the degree for any salary lane shall be graduate credits, except as provided in 1.9 of this Subdivision.

1.1 All credits and degrees must be relevant to the teacher’s contractual assignment.

1.2 All graduate and undergraduate work must carry a minimum grade average of “B” in each institution where such work is completed. If a conventional grading system is not used, verification of satisfactory completion of the course shall be the equivalent of a “B” grade for purposes of this Section.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 2. (continued)

1.3 Graduate Credits:

1.3.1 Graduate credits earned through colleges and universities accredited to
grant advanced degrees will be acceptable provided they are recognized
as fulfillment of requirements for graduate programs within the
institution where the credits are completed, or when transcripted by an
accredited graduate school.

1.3.2 Credits earned through colleges and universities not authorized to grant
advance degrees, but which are permitted to teach graduate-level
courses by the recognized accrediting agency (i.e., NCATE), shall be
acceptable provided they meet the other criteria specified in this
Section.

1.3.3 Credits which are informally described and advertised as graduate
credits by an institution accredited to offer graduate degree programs,
but which are not acceptable in fulfillment of graduate degree
requirements of that institution, are unacceptable, except as provided
in 1.3.1 of this Subdivision.

1.4 Undergraduate Credits: Undergraduate credits are those credits granted for
courses completed at an accredited college or university which meets the conditions
specified in Subd. 1. of this Section, which credits are acceptable in fulfillment of
recognized requirements for a bachelor's degree at that institution.

Undergraduate courses must have written approval of the Human Resource Department
before they are taken.

After March 15, 1976, maximum allowable undergraduate credits which may be applied
shall be one-third of the credit requirements beyond the degree for any salary lane
except as provided in 1.6 and 1.9 of this Subdivision.

1.5 Only those in-service courses established or approved by the Superintendent
shall be recognized for credit on the salary schedule upon successful completion of
course requirements and satisfaction of relevance criteria. The only reference for
determination of credit and relevance of courses established by the Superintendent shall
be as identified by the District training and staff development program in the enrollment
description for each course. After March 15, 1976, maximum allowable credits which
may be applied shall be one-third of the credit requirements beyond the degree for any
salary lane except as provided in 1.6 of this Subdivision.

1.6 The Federation and the Board recognize that it is important that all teachers seek
to improve their understanding of human relations. Therefore, all teachers are
encouraged to participate in training programs offered in response to the State Board of
Education Regulation 521, Human Relations in Teacher Education. To that end, credits
for courses approved by the State Department of Education for this purpose may be
applied to the salary schedule beyond the limits specified in 1.4 and 1.5 of this
Subdivision.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 2. (continued)

1.7 Courses equivalent to undergraduate work offered at the Saint Paul Technical
College evening program may, in appropriate cases, be approved by the Superintendent
on the same basis as undergraduate credits.

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

1.9 Occupational therapists and physical therapists who have earned the
Neurodevelopmental Treatment Certification or other credits after July 1, 1980,
which would normally be identified as in-service credits, may have such credits
evaluated and applied for salary lane change purposes under the following conditions:
For each fifteen (15) credits (equivalent in time to quarter hours) earned beyond those
required for certification, these therapists shall be eligible for change to the adjacent
salary schedule lane in accordance with all of the requirements of this Section, to a
maximum of sixty (60) credits beyond the B.A. lane and placement on the B.A. + 60 lane
of the salary schedule. Credits may be applied beyond the limits specified in 1.4 and 1.5
of this Subdivision but all of the other provisions as to grades, quality of credits, timing
of credit evaluation and so on, shall apply.

Subd. 2. Advancement to M.A. + 60 Degree Lane: Effective July 1, 1986. Teachers
who have achieved placement on the M.A. + 45 degree lane of the salary schedule are
eligible for advancement to the M.A. + 60 lane when they have earned an additional
fifteen (15) credits (beyond all credits used for placement on the M.A. + 45 lane) which
meet the graduate credit standards set forth in Subd. 1.3. (Graduate Credits) of this
Section.

The only exceptions to this rule shall be for college/university course work which is
specifically requested by the District through the office of the Assistant Superintendent
for Teaching and Learning, or for Effective Schools training courses offered by the
District and specifically approved in advance, by the Superintendent, for M.A. + 60
credit. All other credit standards in this Section shall apply.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 2. (continued)

Subd. 3. Procedures for Effecting Lane Changes: Evaluation of credits for lane changes shall be made only after receipt of a written request in the Human Resource Department. Such evaluations shall be based upon official transcripts. Temporary equivalent official verification forms supplied by the Human Resource Department may be completed and submitted by the teacher, pending the arrival of official transcript. All verification materials must be in the original. The teacher is responsible for submitting to the Human Resource Department accurate and complete verification materials, temporary and original, by the submission deadline.

3.1 All transcripts, grade reports or other materials which may be used as temporary official verification or final verification of credits earned (as described in this Section) must be requested, received, and reviewed by the teacher before delivery to the School District Human Resource Department. Materials submitted shall have been reviewed by the teacher to determine:

- Inclusion of all course work relevant to the requested lane change, completed in the transcripting institution
- Accuracy of course numbers and credit hours
- Proper designation of courses as graduate, undergraduate, etc.
- Correct recording of grades
- Completeness of information (course number, credit hours, grades, date degree awarded).

3.2 If the transcript or other material supplied by the college/university is incorrect, the teacher may nonetheless submit the request for evaluation of credits toward lane change by using the temporary official verification form supplied by the Human Resource Department, and meeting the following conditions:

The teacher must also provide written notice of the error, inaccuracy or missing information, along with the request (and copies of whatever transcript material is available). The Human Resource Department will then note the date of receipt of request, and hold the file for evaluation until the correct materials have been supplied. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL TEACHER TO GET THE CORRECT TRANSCRIPTS OR OTHER VERIFICATION MATERIALS FROM THE INSTITUTION OF HIGHER EDUCATION. The original date of request for a credit evaluation is not effective if the teacher has overlooked an error or omission in his/her verification materials, and the error is not discovered until the Human Resource Department has done a credit evaluation based on the erroneous materials submitted by the teacher.

3.3 In an instance where a teacher has submitted erroneous materials without notice to the Human Resource Department of a pending correction, the effective date for any subsequently authorized lane change resulting from that request shall be no later than the third full pay period after delivery of the correct official transcript.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 2. (continued)

3.4 Credit verification received in the Human Resource Department in official form by the end of the second pay period ending in September shall apply, effective with the first day of regular employment in the contract year. In no instance, however, shall retroactive adjustments be allowed which predate the completion of work required for credit.

Credit verification received in official form subsequently in the contract year shall apply effective not more than three full pay periods after the date received by the Human Resource Department, subject to the conditions described in Subd. 3.5 of this Section.

Requests for lane change received by the Human Resource Department after March 31 will be held for evaluation and will be applied if granted, in the subsequent school year.

3.5 When a request for evaluation of credits for lane change is submitted with the proper official transcripts and final official verification attached, and with the teacher's Explanatory Information form completed, the lane change request will be given preliminary review and effected as described in 3.4 above, if it appears to be in order.

3.5.1 A request for credit evaluation which meets the requirements of Subd. 3.5, and for which the preliminary review generates a lane change, will result in pay adjustment effective and implemented no later than three (3) full pay periods after the date it was received in the Human Resource Department except that such requests received prior to the end of the second pay period in September will be implemented no later than the end of the first full pay period in November.

3.5.2 When a request for credit evaluation is accompanied by temporary verification, no preliminary review and implementation will occur until the official verification materials are received in the Human Resource Department. Whenever official materials are received, and the lane change approved, pay adjustment will be implemented no later than three (3) full pay periods after receipt of the official verification materials; further, if more than three (3) full pay periods have passed since temporary verification materials were received, then the pay adjustment may be retroactive to the end of the third full pay period after receipt of the temporary materials, except that in no case shall such pay adjustment be retroactive for more than three (3) full pay periods.

3.6 The full evaluation of credits by the Human Resource Department will follow within the fiscal year within which the lane change is effected, and if an error is discovered which resulted in erroneous overpayment or underpayment to the teacher, the retroactive correction will be made by payroll adjustment. Erroneous schedule placement or payment shall note corrected retroactively for a period of time more than two (2) consecutive calendar years.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION, (continued)

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

Subd. 1. A teacher who is contracted on a full-time basis will be advanced one full step on the salary schedule at the beginning of the next school year, subject to the following condition:

The teacher shall have been employed and paid for a minimum of one hundred fifty (150) F.T.E. days or the equivalent during the preceding year.

Subd. 2. A teacher who is contracted on a full-time basis shall be advanced one-half step on the salary schedule if the teacher has been employed and paid for a minimum of fifty (50) but less than one hundred fifty (150) F.T.E. days or the equivalent during the preceding school year.

Subd. 3. (Effective July 1, 1994) Step Advancement During and After Part-Time Employment:

3.1 When a teacher is contracted on a part-time basis of half-time or more in a school year, that teacher must have worked and been paid for a minimum of fifty (50) full-time equivalent days during the school year in order to be considered for possible step advancement.

3.2 Once the minimum qualifications stated in Subd. 3.1 have been met, the teacher's eligibility for step advancement credit for the next year is established, and only full-step advancement occurs.

3.3 If the teacher is subsequently returned to full-time contractual employment, the teacher's total full-time equivalent experience in the District is summed, and that cumulative total (applied year by year from first date of part-time) is the basis for step placement in the full-time assignment. This means that a teacher's step placement after a period of part-time employment is likely to be at a lower step than his/her most recent step placement as a part-time teacher (or at the same step, depending on the length of the period of part-time employment). Half-step placement is also possible, based on these calculations.

(Example: A teacher is placed on Step 1 at the time of hire, works one (1) full year at full-time and advances from Step 1 to Step 2; after a second full year at full-time, the teacher is advanced from Step 2 to Step 3. At the beginning of his/her third year of work he/she changes to half-time employment. The teacher then works four (4) full years at half-time, advancing one step at the end of each year, thus is placed on Step 6 during the fourth year of half-time work (sixth year of District employment). The teacher now returns to full-time, and after full-time equivalent experience is summed, will be placed on Step 5 for the next school year.)
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 3. (continued)

3.4 If a teacher has more than one (1) period of part-time employment, separated by
periods of full-time employment, the step advancement, if any, during the part-time
employment period will always be calculated from the most recent full-time placement.
Movement returning to full-time will always be based on a full-time equivalent
summary of all continuous time worked in the District.

3.5 Experience credit granted at the point of hire will remain unchanged by these
calculations, once granted.

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

- Re-numbering of the steps which occurred in the 1983-84 salary
  schedule, and the related necessary adjustment by the Human Resource
  Department in recognizing acceptable prior teaching experience outside the
  District. An explanatory chart appears on the page preceding Appendix A,
  Schedule A-1, the first salary schedule in Appendix A of this Agreement.
- Incoming step credit for prior experience.
- Non-compensatory leave period(s) (such leave is not counted as time
  worked).
- More than one (1) variation in proportion of part-time service within a
  period of time.

SECTION 4. COMPENSATION FOR EXTENDED SCHOOL YEAR: Teachers whose regular
contractual assignment in any given year is extended beyond the school year as defined in
Article 13, Section 2, shall be compensated on a pro rata basis except as noted in
Appendix B. This provision does not apply to summer school assignment compensation
(see Article 9, Section 8).

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

Subd. 2. The benefits of Article 12: Non-compensatory Leave, shall be available to
teachers compensated under this provision during the extension of the regular
contractual assignment.
Subd. 3. The extension of the regular contractual assignment beyond a given school year, and determined on a year by year basis as described in this Section is construed to be an extra duty assignment and may be terminated by the District in any year (as with extra-curricular duties), or may be renewed by the District. No tenure right or demotion claim exists or applies to such extension, nor is a seniority claim applicable, in the event of reduction or discontinuance of the extension.

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

Subd. 4. This Section shall apply to all teachers, including teachers in the A.B.E. Program, whose regular contractual assignment is extended beyond the school year, as described in Article 9, Section 8, Subd. 2.1, Required Continuous Participation Program (therein distinguished from summer school employment).

SECTION 5. LONGEVITY STIPENDS (Teachers):

Effective July 1, 1991, longevity stipends as shown are specified annual dollar amounts as indicated in this Section, beyond the teacher's step of the salary schedule, and are allowed upon completion of fifteen (15) years of experience in Saint Paul, and upon completion of twenty (20) years of experience in Saint Paul.

Subd. 1. Eligibility Determination

"Years of experience" shall mean active teaching in the Saint Paul Public Schools. Periods of non-compensatory leave or layoff shall not be counted for longevity pay credit. Partial years of service shall be credited as indicated in Section 3 of this Article.

1.1 Part-time contracted teaching service of half-time or more shall be counted as described in Subd. 2 of this Section. A teacher whose work schedule in any given year is on a part-time basis, and who is eligible for longevity pay, shall receive the same proportion of the longevity pay factor as he/she receives of regular salary, proportionate to his/her part-time assignment.

1.2 Longevity stipends become effective only at the beginning of a contract year and are not prorated for extended year contracts.

1.2.1 Effective January 29, 1996: Longevity stipends become effective normally at the beginning of a contract year; however, in instances where eligibility criteria are fulfilled during the first semester of a contract year, the stipend will be made effective at the first full pay period after the beginning of the second semester of that school year, and shall be prorated for the remainder of the school year.

1.2.2 Longevity stipends are not prorated for extended year contracts.
ARTICLE 8: BASIC SALARY SCHEDULES AND CONDITIONS FOR COMPENSATION,
Section 5. (continued)

Subd. 2. Part-Time (F.T.E.) Status Eligibility:

When salary schedule placements are determined for establishing teacher pay status for a given school year, the placement of teachers whose assignment is then currently part-time, and at least half-time or more, will be determined as follows:

employee history and years of active service will be evaluated from current date of hire (not including time worked prior to a resignation) without regard to part-time status during any or all of those years of active service. Based on a maximum of ten (10) months of regular contract year service during each school year, time in active service will be counted to establish a decimal value, excluding all non-compensatory leave or layoff time.

When a part-time teacher's F.T.E. status changes to full-time, the teacher's eligibility for longevity stipend will be re-evaluated consistent with the method used to establish longevity stipend eligibility for full time teachers, and the longevity stipend will be adjusted downward, or the longevity stipend deleted, if so indicated by the total cumulative years of service value.

EXPLANATORY NOTES:

1. When an employee is in full-time (F.T.E.) status, his/her eligibility for longevity stipend is determined by the cumulative F.T.E. value of the employee's active service (full-time and part-time). As a result, an employee who achieved eligibility for longevity stipend while employed in part-time F.T.E. status, can lose such eligibility upon movement to full-time F.T.E. status. It is also possible for a full-time teacher changing to part-time status to lose longevity stipend eligibility if his/her F.T.E. status included time worked prior to a resignation.

2. Longevity stipend eligibility during sabbatical leave pursuant to Article 11, Section 11 will be determined and treated, for purposes of this Subdivision only, on the basis of F.T.E. status immediately prior to sabbatical leave. That is, the teacher on sabbatical leave will be receiving fifty percent (50%) of salary prior to the leave (as prescribed in Article 11, Section 11, Subd. 3), but could be receiving full longevity stipend if he/she were on full time status prior to sabbatical leave.

2.1 Transition. For the term of the 1991-93 contract only, teachers employed part-time who had become eligible for longevity stipend prior to July 1, 1991, had been paid the full stipend and whose longevity stipend was reduced by application of Section 5 as originally written, had their eligibility for full longevity stipend restored, for the term of this contract only (July 1, 1991 through June 30, 1993). Thereafter, these teachers will be treated as all others under this Subd. 2 provision.
### 1995-97

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ARTICLE 9: ADDITIONAL COMPENSATION PROVISIONS

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

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

SECTION 3. MILEAGE ALLOWANCE: Teachers authorized pursuant to the rules of the Mileage Committee to use their personal vehicles in the performance of their assigned duties shall be reimbursed therefor according to these provisions.

Subd. 1. The mileage allowance for eligible teachers shall be 28¢ per mile, or such higher rate as may be established at the discretion of the Board, when so requested and properly reported. Reimbursement shall be for the actual mileage driven in the performance of assigned duties, and based on specific recording and reporting of required District business driving. Reimbursement shall be paid on a monthly basis when properly verified.

Subd. 2. In the event that a teacher's assigned monthly maximum for mileage reimbursement is insufficient to reimburse for the actual miles driven on District business in any given month at the rate specified in Subd. 1., the teacher may submit an excess mileage report for payment of the amount in excess of the maximum, along with the regular monthly mileage report. The excess mileage report form shall be used, and an explanation of the reason for the mileage beyond the assigned mileage maximum shall be provided, along with the normal accounting of miles driven. Reimbursement shall be paid at the same time as that provided under Subd. 1., when properly verified. (Flat rate payment of mileage allowance was discontinued, effective October 1, 1979).

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

1995-96:

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ARTICLE 9: ADDITIONAL COMPENSATION PROVISIONS (continued)

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

SECTION 6. DRIVER EDUCATION TEACHERS:

Subd. 1. Teachers employed for driver education instruction shall be paid at the rate of $16.00 per hour except as noted in Subd. 2.

1.1 Effective January 29, 1996, this rate shall be as indicated in Appendix D of this Agreement.

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

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

Subd. 1. Summer School K-12: A teacher employed in summer school shall be paid in each summer school on the basis of his/her current step and lane placement. The rate of pay for all teachers employed for the summer school in 1996 and 1997 shall be based on the 1995-96 salary schedule, such rate to remain in effect through the duration of the summer session. Salaries shall be paid at a proportionate rate for less than a full day.

Subd. 2. Required Continuous Participation Program: A required continuous participation program is defined as an instructional course in which the students' and the instructors' continuous participation is required through the summer months. Teachers who are employed during the summer in such programs shall be paid at the same scheduled rate prorated, that the teacher was receiving immediately prior to the summer teaching session, such rate to remain in effect through the duration of the summer session. Salaries shall be paid at a proportionate rate for less than a full day. Adult Basic Education is included in this Subdivision. This provision does not represent an extended year, nor any guarantee of summer employment.

Subd. 3. Previous Agreement: All teachers employed as summer school teachers for the summer of 1995 under the previous Agreement who continue to be so employed beyond June 30, 1995, shall receive the same salary as though the previous Agreement remained in effect for the duration of the 1995 summer school.

Subd. 4. Duration: Summer school in the summer of 1997 will extend beyond the expiration date of this Agreement. The salaries and conditions of employment for summer school assignment beyond June 30, 1997, shall be the same as though this Agreement remained in force for the duration of the 1997 summer school.
ARTICLE 9: ADDITIONAL COMPENSATION PROVISIONS,
Section 7. (continued)

Subd. 5. Sick Leave: Teachers employed in the Saint Paul Schools on a regular contract basis in the preceding school year, and who are employed in summer school teaching positions shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of Article 11, Section 1 of this Agreement, to the extent of two (2) days' sick leave for the entire summer school session for those programs in excess of twenty (20) duty days and one day sick leave for programs of twenty (20) duty days or less. Sick leave credits shall not be earned and shall not accrue during summer school employment.

When a day of sick leave is used during the summer school session, it shall be counted as a full day of sick leave if the actual teaching duty is more than a half-day in length, and counted as a half-day of sick leave if the actual teaching duty is a half-day or less in length. Sick leave days used during the summer school session shall be paid at the summer school rate for the day missed.

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

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

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

Subd. 2. Team Leader assignment is made by the principal and the appropriate Assistant Superintendent.
ARTICLE 9  ADDITIONAL COMPENSATION PROVISIONS (continued)

SECTION 9. CONTRACT TEACHERS AS SUBSTITUTES:

Subd. 1. Contract teachers assigned by the principal to serve as occasional substitutes during their preparation period shall be compensated at the rate of $17 per class hour. Effective January 29, 1996, compensation shall be at the hourly rate stated in Appendix D per class hour. When less than a full preparation period is required, but a major part of a half-period or full period is used, half or full payment shall be allowed.

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

Subd. 3. These provisions are not intended to increase the use of preparation periods for class coverage. To the extent feasible, assignments of contract teachers as substitutes for purposes of this Section shall be distributed equitably.
ARTICLE 10: TEACHER BENEFITS

SECTION 1. HEALTH AND LIFE INSURANCE

Subd. 1. Teachers are eligible for benefits included in the insurance plan for School District employees, and any supplemental or replacement plan required to provide benefits described in the Subdivisions 2 through 8 of this Section. Insurance benefits provided eligible teachers include hospital, surgical, medical, major medical, and life insurance coverage. Detailed descriptions of coverages, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

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

Subd. 2. Health Maintenance Organization

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

Subd. 3. Premium Contributions

For the purpose of Subdivisions 3, 4, and 8, full-time employment is defined as appearing on the payroll for at least 95% time.

The District agrees to contribute to the cost of premiums for hospital and medical insurance coverage, for life insurance coverage, and for dental coverage, for each full-time employee who is eligible for such coverages, an amount not to exceed $272 per month, in the following manner:

3.1 The employee coverage premium for hospital and medical insurance for each eligible teacher who has been regularly employed in the District for more than thirty (30) days, will be paid in full, so long as the cost does not exceed the monthly limit stated in this provision.

3.2 The premium cost for $5,000 of life insurance coverage for each eligible teacher will be paid in full, so long as the total cost of this premium and the employee coverage premium for hospital and medical insurance coverage stated above does not exceed the monthly limit stated in this provision.

3.3 The premium cost for $45,000 additional life insurance coverage for each eligible teacher will be paid in full, so long as the total cost of this premium and the employee coverage premium for hospital and medical insurance coverage and life insurance coverage stated above does not exceed the monthly limit stated in this provision.

3.4 The premium cost for dental insurance coverage for each eligible teacher will be paid in full, so long as the total cost of this premium and the premium contributions specified in 3.1, 3.2, and 3.3 above does not exceed the monthly limit stated in this provision. Coverages and carrier for such dental insurance will be determined by the District, through the appropriate legal procedures.
3.5 The premium cost for hospital and medical insurance dependent coverage for each eligible teacher who elects such coverage, and who has been regularly employed by the District for six (6) months or more, will be paid to the extent possible after the payment of the premiums described in 3.1, 3.2, 3.3, and 3.4 above, so long as the total contribution of the District for all types of premium cost does not exceed the monthly limit stated in this provision. The remaining portion of premium cost for dependent coverage shall be paid by the teacher by means of payroll deduction.

Subd. 4. Premium Contributions:

Effective January 1, 1996, the total limit of monthly contribution by the District shall be increased to $282 for the premiums noted in Subds. 3.1 through 3.5.

Effective January 1, 1997, the total limit of monthly contribution by the District shall be increased to $287 for the premiums noted in Subds. 3.1 through 3.5.

4.1 Any premium cost in excess of the $272, $282 or $287 monthly limits specified herein, and any optional coverages which may be available and elected by the teacher, shall be paid in full by the teacher by means of payroll deduction.

4.2 Premium Contribution for Married Couples:

Effective July 1, 1990, teachers married to each other, who are both employed by the District as teachers, 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.

- up to one-half (50%) of the monthly single coverage premium in the plan selected by the couple for their coverage, 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. Effective January 1, 1996, up to the full cost of monthly single coverage premium is allowed.

- this provision shall be effective only so 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.

- If the spouse waiving coverage is working less than full-time the maximum contribution by the District under this provision will be:
  - 25% of single premium if working .50 to .70 F.T.E. (Effective January 1, 1996, 50%)
  - 40% of single premium if working .70 to .94 F.T.E. (Effective January 1, 1996, 75%)
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

Subd. 5. **Premium Contribution for Part-Time Employees, effective January 1, 1990**
For the purpose of this Subd., and Subd. 8, part-time employment is defined as appearing on the payroll at least 1/2 or 50% time, but less than 94% time.

5.1 For each eligible teacher covered by this Agreement who is employed part time or assigned to part-time after January 1, 1990, and who selects employee insurance coverage, the District agrees to contribute a prorated amount rounded to the nearest 10% level, of the amount contributed for full-time employees selecting employee coverage in the same insurance plan. That is, part-time employees working 50-54% time would be granted 50% contribution; part-time employees working 55-64% time would be granted 60% contribution, and so on.

For each half-time eligible teacher who selects family (dependent) insurance coverage, the District will contribute a prorated percentage (as described above in this Subd. 5.1) of the amount contributed for full-time employees selecting family (dependent) coverage in the same insurance plan.

This provision 5.1 does not apply to teachers employed or assigned to part-time before January 1, 1990, except that if such teacher shall leave active service on noncompensatory leave more than one (1) calendar year, or go to full-time assignment, or go to less than half-time assignment, and subsequently return to defined part-time assignment, then this provision shall apply.

Subd. 6. Eligible teachers on non-compensable leave may elect to continue all or part of insurance coverages in 3.1, 3.2, and 3.5 for a period up to one (1) year provided, however, that the Board shall not contribute to the cost of such coverage until the teacher returns to active service in the District.

If a teacher declines to continue his/her health insurance coverage on a self-paid basis during a period of non-compensatory leave, that teacher shall not be required to repeat the waiting periods for restoration of health insurance premium contribution by the Employer after his/her return from leave, so long as the teacher's period of non-compensatory leave does not exceed one year as defined under the requirements of Article 12, Section 3, Subd. 3.2. The teacher who returns to active service within a year or less of non-compensatory leave as defined therein shall be reinstated for coverage and employer-paid premium contribution as soon as procedures allow.

Subd. 7. A teacher who is employed on a regular contract after a period of assignment in long-term substitute service, and whose regular contract is made effective retroactive to the date of beginning the substitute assignment, shall have time worked which is included in the retroactive effective date of the contract counted toward the waiting periods for hospital, medical and life insurance coverages. No hospital, medical, or life insurance coverage shall have any retroactive effective date; however, if the retroactive effective date of the teacher's contract fulfills any waiting period(s), then that coverage shall be initiated as soon as District procedures allow.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

Subd. 8. Premium Contributions for Retirees

8.1 Required Conditions for ALL Retirees, effective July 1, 1995

Eligible teachers who retire on or after July 1, 1995, must meet the following conditions at the time of retirement to qualify for any District contributions of premium payment for health insurance or life insurance (these conditions are required for early retirement, and for retirement at age 65 or over):

8.1.1 Be receiving pension benefits from the Saint Paul Teachers' Retirement Fund or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District No. 625.

8.1.2 Effective July 1, 1995, must have completed fourteen (14) years of continuous employment with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement.

8.1.3 Effective July 1, 1996, must have completed fifteen (15) years of continuous employment with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement.

8.2 Early Retirees

This provision will be available to eligible employees hired before January 1, 1996 and eligible employees hired after January 1, 1996, who meet the required conditions.

The District will for the period of this Agreement provide teachers eligible under Section 1, Subd. 1 and Subd. 8.1 of this Article, who retire after July 1, 1995, and until such employees reach sixty-five (65) years of age, such health insurance premium contributions up to the same dollar amount as were made by the District for health insurance for single or family coverage by that carrier, for a teacher under this Agreement, in his/her last month of active employment. In the event new carriers replace those in place at execution of this Agreement, the dollar amounts being paid for single or family coverage to the carrier at the employee's date of retirement shall constitute the limit on future contributions. Any employee who is receiving family coverage premium contribution at date of retirement may not later claim an increase in the amount of the Employer obligation for single coverage premium contributions to a carrier after deleting family coverage.

8.3 The District will provide for retirees who qualify under the conditions of 8.1 and 8.2 above, premium contributions for eligible retirees for $5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

8.4 Effective July 1, 1995 through June 30, 1997 only.

For teachers who retire at age sixty-five (65) or later and who are eligible under Section 1, Subd. 1 and Subd. 8.1 or 8.2 of this Article, and the terms of the policy provided in this Subd. 8.4 or for early retirees who qualified under the conditions of 8.1 and 8.2 above and who are eligible under the terms of the policy provided in this Subd. 8.4, upon reaching age sixty-five (65) after retirement, the District will provide payment of premium contributions for a Medicare Supplement health coverage policy selected by the District. This provision is effective only for teachers hired before January 1, 1996, who retire by June 30, 1997, and who have not requested participation in any component of the Transitional Plan in Article 10, Section 1, Subd. 9, of this Agreement following hereafter. This provision expires and is null and void after June 30, 1997.

8.5 All Retirees

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

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

Subd. 9. Retirement Benefits Transitional Plan

Background Information:

In the negotiation of this Labor Agreement for the 1995-97 term, it was the intent of the parties to develop a long-range plan for retirement benefits which could be available to employees and managed by the District on a currently funded benefit basis, and at the same time to gradually phase out the unfunded future financial liability being generated by the open-ended provision of retirement health insurance premium contribution identified in the above Subd. 8 of this Article. To that end, the Retirement Benefits Transitional Plan developed by the parties in this Subd. 9 describes a twenty (20)-year plan for accomplishing that goal by providing current active employees with the choice of one of three alternative benefits available during or at the conclusion of their professional careers in this District, which if prudently used, can effectively serve the purpose of assisting the employee in financial planning and preparation for his/her retirement. In addition, the plan design provides for future employees; i.e., those hired after December 31, 1995, the opportunity (after achieving tenure) to participate in a deferred compensation savings plan with specified Employer matching funds, which if prudently and consistently used, can effectively assist the employee in financial planning for retirement.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

PLEASE NOTE:
The provision of premium contribution for health insurance for eligible employees who retire early (i.e., before age sixty-five [65]) remains in place, both for current (hired before January 1, 1996) employees and for future (hired on/after January 1, 1996) employees. This provision is effective only until the retiree reaches age sixty-five (65); it is referenced in Subd. 9.1 below.

9.1 Health Insurance Premium Contribution for ALL Early Retirees (i.e., before age sixty-five [65]).

Teachers hired before January 1, 1996, and teachers hired on or after January 1, 1996, who fulfill the specified conditions will be eligible for District contribution to payment of premiums for health insurance coverage during early retirement (i.e., until the retiree reaches age sixty-five [65]) as provided in Subd. 8, in subparagraphs 8.1, 8.2, 8.3 and 8.5 of this Section.


9.2.1 New employees hired on or after January 1, 1996, will after completing three (3) full years service, and achieving tenure to attain eligibility, be eligible to receive up to $500 per year of matching contributions to the Minnesota Deferred Compensation Plan, so long as the employee remains in continuous active service, up to a cumulative lifetime maximum of $12,500 total in matching contributions by the District. Part-time employees working half-time or more will receive half of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of service, and shall not be considered a break in service.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan shall apply. The teacher, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under I.R.S. regulations.

The employee must initiate an application to participate through the District's specified procedures.

9.2.2 No employee hired after December 31, 1995, shall have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over. Employees hired after December 31, 1995, shall be eligible for early retirement health insurance premium contribution as provided in Subd. 9.1 above.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

9.3 Employees Hired in Independent School District No. 625 before January 1, 1996.

A choice among three (3) possible options is available to teachers hired before January 1, 1996. Once the teacher makes a choice of one of these options, that choice is irrevocable, and the other options are no longer accessible to the teacher at any time, for any reason. The options are listed here, and detailed in the referenced subparagraphs.

<table>
<thead>
<tr>
<th>Page Number</th>
<th>Subdivision Reference</th>
<th>Title of Subparagraph</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>9.3.2</td>
<td>Option for Continued Participation in District-Paid Contribution to Health Insurance Premiums at Age Sixty-Five (65) or Over.</td>
</tr>
<tr>
<td>32</td>
<td>9.3.3</td>
<td>Minnesota Deferred Compensation Plan Option.</td>
</tr>
<tr>
<td>33</td>
<td>9.3.4</td>
<td>Transitional Severance Allowance Option.</td>
</tr>
</tbody>
</table>

9.3.1 Required Conditions for ALL Retirees, effective July 1, 1995.
This Subdivision 9.3.1 repeats the text of Subdivision 8.1.

Eligible teachers who retire on or after July 1, 1995, must meet the following conditions at the time of retirement to qualify for any District contributions of premium payment for health insurance or life insurance (these conditions are required for early retirement, and for retirement at age sixty-five [65] or over):

9.3.1.1 Be receiving pension benefits from the Saint Paul Teachers' Retirement Fund or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District No. 625.

9.3.1.2 Effective July 1, 1995, must have completed fourteen (14) years of continuous employment with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement.

9.3.1.3 Effective July 1, 1996, must have completed fifteen (15) years of continuous employment with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

9.3.2 Option For Continued Participation in District-Paid Contribution to Health Insurance Premiums at Age Sixty-Five (65) and Over.

Conditions:

- An employee who has earlier elected to participate in the Minnesota Deferred Compensation Plan Option (9.3.3 below) is not eligible for this provision, and cannot change his/her original decision.¹
- An employee who elects at retirement to participate in Transitional Severance Allowance Option (9.3.4 below) is not eligible for this provision.
- An employee who elects participation in this provision at retirement must irrevocably waive participation in the Transitional Severance Allowance Option (9.3.4 below), but is not required to waive Severance Pay provided in Article 10, Section 4, Subds. 2 or 3.
- The employee must initiate application to participate through specified District procedures.

9.3.2.1 Effective July 1, 1997, for teachers hired before January 1, 1996, who retire at age sixty-five (65) or later and who are eligible under Section 1, Subd. 1 and Subd. 9.3.1 (above) of this Article, and the terms of the policy provided in this Subd. 9.3.2 or for early retirees who qualified under the conditions of 9.1 above and who are eligible under the terms of the policy provided in this Subd. 9.3.2 upon reaching age sixty-five (65) after retirement, the District will provide contributions toward premium payment as specified herein, for a Medicare Supplement health coverage policy selected by the District.

Effective June 30, 1997, premium contributions by the District toward retiree health insurance coverage at and after age sixty-five (65) will not exceed:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare Eligible</td>
<td>$300 per month</td>
<td>$400 per month</td>
</tr>
<tr>
<td>Non-Medicare Eligible</td>
<td>$400 per month</td>
<td>$400 per month</td>
</tr>
</tbody>
</table>

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.

¹ A teacher is not excluded from this option by virtue of his/her participation in the Minnesota Deferred Compensation Plan as an individual investor with no employer-paid matching funds, nor by participation in the Deferred Compensation Plan provided (for single coverage users of health insurance) by the Memorandum of Agreement regarding Deferred Compensation appended to this labor agreement in the separate section titled "Memoranda of Agreement/Understanding."
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

9.3.2.2 All Retirees

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

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

9.3.3 Minnesota Deferred Compensation Plan Option.

Effective July 1, 1997, teachers hired before January 1, 1996, who have completed at least three (3) full years of continuous service and have achieved tenure, can become eligible to participate in Minnesota Deferred Compensation Plan and receive matching contribution by the District up to a maximum of $500 annually, for a maximum lifetime total of $12,500 in matching contributions (as provided in 9.2.1 and 9.2.2 of this Subdivision).

The employee must initiate an application to participate through the District's specified procedures.

Conditions:

- Teacher must irrevocably waive retiree health insurance premium contribution by District at age sixty-five (65) and over.

- Teacher must irrevocably waive Transitional Severance Allowance as provided under 9.3.4 (below) of this Subdivision.

- Teacher is not required to waive Severance Pay provided in Article 10, Section 4, Subds. 2 or 3.

Matching contribution by the District can only occur so long as the teacher remains in continuous active service in the District, and shall not exceed $500 per year, with a cumulative lifetime maximum total of $12,500. Approved non-compensatory leave shall not be considered a break in service.

Part-time teachers assigned to .5 or more, shall be eligible for one-half (1/2) the annual match by the District.
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)


9.3.4.1 The employee must initiate application to participate through specified District procedures.

Conditions for participation in this specified Transitional Severance Allowance Option:

- The teacher must elect to waive all retiree health insurance premium contribution by District at age sixty-five (65) or over. This decision is irrevocable.
- Teacher may not be and must not have been a participant in the District-matching Minnesota Deferred Compensation option provided in this Subd. 9 (9.3.3).1
- Teacher must have completed at least fifteen (15) full years of continuous active service (not including periods of non-compensatory leave).
- Effective June 30, 2005, teacher must have completed twenty (20) full years of continuous active service (not including periods of approved non-compensatory leave).
- The teacher must meet the following requirements of this Article 10, Section 4, Subd. 3, (Severance Pay):
  - The employee must be voluntarily separated from District employment. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.
  - The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type) with Independent School District No. 625.
  - The teacher must be at least age fifty-five (55), retiring from Independent School District No. 625 service, and eligible for pension under Saint Paul Teachers' Retirement Fund, or Minnesota P.E.R.A.
  - Teacher must have a minimum of sixty (60) days accumulated unused sick leave on his/her record at the date of retirement in order to qualify for the full Transitional Severance Allowance. Any teacher who does not meet this condition will forfeit $7,500 of the Transitional Severance Allowance specified for that year of his/her retirement.

1 A teacher is not excluded from this option by virtue of his/her participation in the Minnesota Deferred Compensation Plan as an individual investor with no employer-paid matching funds, nor by participation in the Deferred Compensation Plan provided (for single coverage users of health insurance) by the Memorandum of Agreement regarding Deferred Compensation appended to this labor agreement in the separate section titled "Memoranda of Agreement/Understanding."
ARTICLE 10: TEACHER BENEFITS, Section 1. (continued)

- Teacher must elect to waive both the severance pay plans in Article 10, Section 4, Subd. 2 and in Subd. 3 (for $4,000 or $7,500) in favor of this option.

- Teacher must provide to the District the required waivers and signed resignation by April 1 of the school year in which he/she intends to retire. Appeal of this deadline, based on emergency or extraordinary circumstances, will be considered by the District.

9.3.4.2 When application has been made, and all of the above conditions have been met, the teacher will be deemed eligible for severance pay allowance equal to the lesser of one year's salary at his/her current salary or a maximum amount as prescribed herein:

<table>
<thead>
<tr>
<th>For Retirements in School/Fiscal Year</th>
<th>Maximum Transitional Severance Pay Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1996-97</td>
<td>$31,000</td>
</tr>
<tr>
<td>1997-98</td>
<td>$31,750</td>
</tr>
<tr>
<td>1998-99</td>
<td>$32,500</td>
</tr>
<tr>
<td>1999-00</td>
<td>$33,250</td>
</tr>
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<td>2000-01</td>
<td>$34,000</td>
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<tr>
<td>2001-02</td>
<td>$34,750</td>
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<td>2002-03</td>
<td>$35,500</td>
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<tr>
<td>2003-04</td>
<td>$36,250</td>
</tr>
<tr>
<td>2004-05</td>
<td>$37,000</td>
</tr>
<tr>
<td>2005-06</td>
<td>$38,000</td>
</tr>
</tbody>
</table>

Such amount will normally be paid out according to District established procedures, in equal installments over five (5) years from the date of retirement; exception will be made in the event of the death of the employee; special or emergency appeal for earlier payment will be considered by the District.

9.3.4.3 There is no access to the benefits of this Transitional Severance Pay Allowance for the spouse or estate of an active employee who dies having not yet actually retired. A surviving spouse however may be eligible for Severance Pay as provided in Article 10, Section 4, Subd. 2 and Subd. 3.

9.3.4.4 At no time, and under no circumstances shall this option be available to any person hired by the District after January 1, 1996.

This Transitional Severance Allowance Option expires on June 30, 2017, and will be thereafter null and void.
9.3.5 Choice of Options:

It will be apparent to current employees that if the Minnesota Deferred Compensation Option in Subds. 9.2 and/or 9.3.3 is to be elected by the employee, that choice should be made at the earliest possible date, in order to allow for the greatest possible growth in the account. If, however, the current employee prefers to keep open the possible selection of Continued Participation in District-Paid Contribution to Health Insurance Premiums at Age Sixty-Five (65) and Over, (Subd. 9.3.2) OR the Transitional Severance Allowance (Subd. 9.3.4), that decision can be made shortly before actual retirement. Once made, the decision is irrevocable. District Benefits Office will provide information upon request.

9.3.5.1 If state and federal law permits, and the option remains available from carriers, the District will allow eligible retirees at age 65 and over to continue, on a self-paid basis, to participate in the retiree group plan for Medicare supplement then made available by the District. The retiree must make application pursuant to District procedures, and must have or obtain Medicare Part B coverage at his/her own expense. No monetary contribution to premium cost or medical costs of any kind will be made by the District. Timely payment of premiums will be the sole responsibility of the retiree, and failure to do so will result in discontinuance of the coverage and the option to participate.

Subd. 10. It is the intent of the District to maintain during the term of this Agreement a medical and child care expense account plan, to be used by employees at their option, for such expenses, within the established legal regulations and IRS requirements, for such accounts.

SECTION 2. LIABILITY INSURANCE:

Subd. 1. Teachers are included as additional insureds on the liability policy of this School District. The limits of liability under this policy are $50,000 per individual and $300,000 per occasion. Corporal punishment is not included under the terms of this coverage. The School District reserves the right to become self-insured for liability claims.
ARTICLE 10: TEACHER BENEFITS, Section 2 (continued)

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

When appropriate coverage is not available, the provisions of Minn. Stat. § 466.04 shall govern.

SECTION 3. VACATION FOR TWELVE (12)-MONTH TEACHERS: Teachers whose annual contracted service is twelve (12) calendar months shall receive twenty (20) days paid vacation each year of which no more than ten (10) days may be carried over to the following year. Carryover vacation time shall not be accumulated from year to year in excess of the ten (10) days allowed.

SECTION 4. STATUTORY BENEFITS: Pursuant to appropriate Minnesota statutes, laws, and City ordinances, the following are provided:


Subd. 2. Severance Pay: Severance pay shall be paid to eligible teachers in accordance with provisions of this Subdivision and under such administrative rules as may be adopted consistent herewith and with the enabling statute (Laws of 1975, Chapter 261).

2.1 Eligibility: No teacher shall be eligible unless at the time of separation the teacher has not less than sixty (60) full-time equivalent days of accumulated and unused sick leave credits. Further, no teacher, except in the case of separation by death, shall be eligible unless at the time of separation the teacher shall have served for an aggregate period of not less than twenty (20) years in case of separation from service by the teacher's voluntary action, or for an aggregate period of not less than ten (10) years in case of involuntary separation from service by action of the Board or other cause beyond the teacher's reasonable control.

2.2 Benefit: Severance pay shall be paid at the rate of one-half (1/2) day's pay for each full day of accumulated and unused sick leave to a maximum amount of $4,000.

2.3 Payment: Payment of severance pay may be made under a deferred annual installment plan which limits the annual installment payment to the teacher to a maximum of $800.

2.4 This severance pay is not available to a participant in the Transitional Severance Allowance Option set forth in Subdivision 9.3.4 above.
ARTICLE 10: TEACHER BENEFITS, Section 4 (continued)

Subd. 3. **Severance Pay Effective January 1, 1984:** (amended as noted)

3.1 The District shall provide a severance pay program as set forth in this Subdivision.

3.2 To be eligible for the severance pay program, a teacher must meet the following requirements:

3.2.1 The employee must be fifty-five (55) years of age (effective at the date of execution of this agreement--December 22, 1995) or older and must be eligible for pension under provisions of the Saint Paul Teachers' Retirement Fund.

3.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.

3.2.3 The employee must have at least twenty (20) years of Saint Paul School District service in the case of voluntary resignation at the time of separation or ten (10) years of Saint Paul School District service, in the case of involuntary separation.

3.2.4 The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type) with Independent School District No. 625.

3.2.5 The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his separation from service.

3.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half (1/2) of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of two hundred (200) accrued sick leave days.

3.4 The maximum amount of money that any employee may obtain through this severance pay program is $7,500.

3.5 For the purpose of this severance program, a 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 pay may be made to the employee's estate or spouse.
3.6 The manner of payment of such severance pay shall be made in accordance with the provisions of the School District Severance Pay Plan, as described in Subdivision 2 of this Section.

3.7 This severance pay program shall be subject to and governed by the provisions of School District Severance Pay Plan, described in Subdivision 2 above, except in those cases where the specific provisions of this Subdivision conflict with said plan, and in such cases the provisions of this Subdivision shall control.

3.8 The provisions of this Subdivision shall be effective as of January 1, 1984.

3.9 Any employee hired prior to January 1, 1984 may, in any event, and upon meeting the qualifications of this Subdivision or School District Severance Pay Plan, in Subdivision 2 of this Section, draw severance pay. However, an election by the employee to draw severance pay under either this Subdivision or the plan in Subdivision 2 above shall constitute a bar to receiving severance pay from the other. Any employee hired after January 1, 1984, shall be entitled only to the benefits of this Subdivision upon meeting the qualifications herein.

3.10 This severance pay provision is not available to a participant in the Transitional Severance Allowance Option set forth in Subdivision 9.3.4 above.

Subd. 4. Pension requirements and benefits as established by the Saint Paul Teachers’ Retirement Fund Association.

Subd. 5. **Workers’ Compensation**: Additional benefits over and above those received under the Workers’ Compensation Act shall be paid out of the accumulated sick leave of the teacher if the teacher so elects. In no case shall these additional benefits, together with those received under this Act, total more than the teacher’s regular salary, nor shall these additional benefits exceed the amount of accumulated sick leave.
ARTICLE 11: COMPENSATORY LEAVES OF ABSENCE

Leave of absence with pay or partial pay shall be allowed upon proper application and approval by the Superintendent, under the conditions and for the reasons set forth in this Article.

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

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

Subd. 1. Accumulation of Sick Leave: For purposes of determining sick leave, a school year shall be construed to consist of forty (40) weeks. Teachers shall be eligible for sick leave at the rates provided herein. Part-time teachers on contract or teachers contracted for less than a school year shall be eligible for a proportionate amount of sick leave rounded off to the nearest half day for part-time teachers and to the nearest full day for others.

1.1 Teachers contracted for the basic school year shall be eligible for twelve (12) days of sick leave for their contract year.

1.2 Teachers contracted for at least forty-four (44) weeks shall be eligible for thirteen (13) days of sick leave for their contract year.

1.3 Teachers contracted for at least forty-eight (48) weeks shall be eligible for fourteen (14) days of sick leave for their contract year.

1.4 Teachers contracted for fifty-two (52) weeks shall be eligible for fifteen (15) days of sick leave for their contract year.

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

Subd. 3. Each day or half-day (1/2) of sick leave taken by the teacher shall be subtracted from the teacher's cumulative sick leave total. Sick leave from such accumulation shall be granted at full pay, prorated for half-days.
ARTICLE 11: COMPENSATORY LEAVES OF ABSENCE, Section 1. (continued)

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

Subd. 5. Up to five (5) days of accumulated sick leave may be used in a contract year to allow the teacher to provide necessary care for the serious or critical illness of a spouse, or dependent parent. These days when used are deductible from sick leave, but will not reduce the annual availability of Personal Leave as described in Section 9 of this Article.

SECTION 2. EMERGENCY SICK LEAVE: Teachers who have used their total accumulated sick leave may be granted a further emergency sick leave of up to one hundred (100) days at one-half (1/2) pay with the approval of the Superintendent, but such portion of this sick leave as may be used shall be non-recurrent for three (3) years. No paid vacations or paid holidays shall be granted a teacher on this sick leave. Any request for emergency sick leave shall be supported by verification, as described in Section 1, Subd. 4 of this Article. Use of this leave shall be available only for extended illness, not for intermittent occasions of varying nature.

Subd. 1. Extended Emergency Sick Leave: Teachers who have at least five (5) full years of service in this District and who, at the time of occurrence of an illness or injury which creates eligibility for emergency sick leave, are using only the employee coverage portion of health care benefits provided in Article 10, Section 1 or who have entirely waived health care coverage, shall be eligible for up to one hundred fifty (150) days of emergency sick leave upon proper verification of the continuing extended illness.

Subd. 2. Effective January 29, 1996, when a teacher's illness or disability permits return to work on a half-time basis but does not permit full-time work, and full verification as required by the District is provided by the teacher's physician, that teacher shall be permitted by the District to return to work on a half-time basis at one-half (1/2) his/her regular pay rate, and shall be eligible for employee sick leave at one-fourth (1/4) his/her regular pay rate for the remaining portion of the day, subject to the following conditions:

2.1 This provision shall be available only if the period of half-time work is expected to continue for a minimum of twenty (20) workdays.

2.2 Further, this provision shall be available only for a half-time division of the workday, not for a greater or lesser proportion of the day.

2.3 Such assignment can be implemented only if a half-time vacancy is available for which the teacher is qualified.

Subd. 3. Effective January 29, 1996, maximum number of emergency sick leave days available to any teacher over his/her full teaching career in this District shall be three hundred (300) total days.
ARTICLE 11: COMPENSATORY LEAVES OF ABSENCE (continued)

SECTION 3. BEREAVEMENT LEAVE: (Revisions from language of prior agreement are effective January 29, 1996.)

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

Subd. 2. Travel Extension: Effective March 8, 1978, days of leave as specified in Subd. 1. of this Section will apply for deaths which do not necessitate travel by the teacher beyond a two hundred (200)-mile radius of Saint Paul. In cases which do involve such travel, one (1) day of additional leave shall be granted for travel in excess of a two hundred (200)-mile radius of Saint Paul. At the discretion of the Human Resource Department, an additional day of leave extension may be made available if the required travel distance is in excess of a three hundred (300)-mile radius of Saint Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only so long as sick leave time is available, and such days shall be subtracted from sick leave. The teacher shall provide the Human Resource Department information on the location of the funeral outside Saint Paul.

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

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

SECTION 6. PROFESSIONAL LEAVE: Teachers may be excused for professional reasons without loss of pay after written application to and approval of the Superintendent. The purpose of such leave must be for the benefit of the Saint Paul Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of teachers requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.
SECTION 7. REQUIRED JURY DUTY: Any teacher who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the teacher paying to the Board any fees received, minus travel allowance, for such jury service. The teacher may seek to be excused from jury duty.

SECTION 8. SCHOOL-RELATED INJURIES:

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

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

Subd. 2. In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee of the Board results in incapacitation for performance of duties for a period longer than that provided in 8.1 above, the teacher may then choose to use his or her accumulated sick leave, or may request Emergency Sick Leave as described under Section 2 of this Article. This is the only situation in which Emergency Sick Leave may be granted before accumulated sick leave is exhausted. In no case shall the combined benefits paid to the teacher from Workers' Compensation and the use of either type of sick leave described herein exceed the teacher's regularly-scheduled salary for the period of incapacitation.

SECTION 9. PERSONAL LEAVE: (Revisions from the language of the prior Agreement are effective January 29, 1996)

Subd. 1. Personal Leave provisions are intended to allow time for emergencies and other matters which are urgent, which require the teacher's presence and which cannot be handled except at a time in conflict with the teacher's day.

Subd. 2. Examples of appropriate reasons for such leave: Serious illness in immediate family, birth or adoption of child into teacher's family, wedding of teacher, wedding in immediate family or wedding attendant, funeral services for relatives or close friends not covered by Section 3 of this Article, and urgent legal matters, and religious or cultural observance.

Examples of inappropriate reasons for leave: Inclement weather and transportation problems, vacation, recreation, travel, social activities, seeking employment outside of the School District, conditions in violation of PELRA Section 179A.19.
ARTICLE 11: COMPENSATORY LEAVES OF ABSENCE, Section 9. (continued)

Subd. 3. Such leaves shall not be granted on days immediately preceding or following school holidays or vacation periods except when such leave request would otherwise be appropriate and the teacher has no control over scheduling arrangements for such leave, or as specifically provided in Subd. 6.

Subd. 4. Personal leave days may be used by a teacher for a professional development activity. Advance approval is required, and the other conditions specified in this Section shall apply.

Subd. 5. Personal leave shall be granted a teacher upon receipt in the Human Resource Department of the teacher's verification that such leave is or was taken for urgent personal reasons appropriate for personal leave as described in this Section. Personal leave shall not be taken on days immediately preceding or following school holidays or vacation periods except as provided in Subd. 6 of this Section. Leave verification shall be provided ten (10) days in advance of the leave date or as soon thereafter as possible. Personal leave shall be limited to four (4) days in a school year and shall be deducted from accumulated sick leave. Unused leave shall not accumulate, except as specifically provided in Subd. 7 of this Section.

No more than three (3) personal leave days can be used on consecutive workdays.

Subd. 6. The restriction on use of personal leave on a day immediately preceding or following school holidays (any week day when school is not in session, except for compensatory days identified on the school calendar) and vacation periods shall not apply under the following conditions which must be met for such leave to be approved:

• The teacher must provide in writing, ten (10) days advance notice of intention to use such leave on a specific date,

• A substitute teacher must be available and scheduled, if needed to cover the teacher's professional duties,

• No more than two percent (2%) of the teacher staff in any building, and no more than two percent (2%) of the total District-wide teaching staff may be scheduled and approved for use of such leave on any one day.

• No more than three (3) personal leave days can be used on consecutive workdays.

• No more than two (2) personal leave days can be used at one time under the pre- or post-holiday conditions of Subd. 6.

• All days of personal leave shall be deducted from accumulated sick leave.

Subd. 7. Two (2) of the personal leave days not used in a given school year can be carried forward to a subsequent school year to a maximum of six (6) days allowable in any one year. No more than six (6) days personal leave will be allowed in any one year, and no more than two (2) days unused personal leave can be carried forward to any subsequent year. These limitations on use apply in addition to those stated in Subds. 5 and 6 above.
ARTICLE 11: COMPENSATORY LEAVES OF ABSENCE (continued)

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

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

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

Subd. 2. Effective February 17, 1976, sabbatical leave may be granted for one full contract year, a semester or a quarter. When an approved sabbatical leave is for a semester or a quarter, such leave shall be construed to be respectively one-half (1/2) or one-third (1/3) of a full year sabbatical leave and the additional one-half (1/2) or two-thirds (2/3) of the full year sabbatical leave may be approved within the subsequent seven (7) years of active service. Upon completion of a full contract year of sabbatical leave, whether taken as a one (1)-year leave, or as two (2) semesters or three (3) quarters leave, the teacher shall complete another seven (7) full contract years of active service in the Saint Paul Public Schools before being eligible for another sabbatical leave. Provisions of this Section shall not apply to any sabbatical leaves of any length completed prior to July 1, 1975.

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

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

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

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

Subd. 5. The number of sabbatical leaves granted in any year shall not exceed one percent (1%) of the number of teachers in the appropriate unit as defined in Article 3 of this Agreement. If the number of approved requests for sabbatical leave exceeds the maximum number allowable, leaves shall be distributed among different divisions of school activities in proportion to the number of teachers in these divisions.
Subd. 6. Application for sabbatical leave shall be made on the form provided for that purpose. A committee of three (3) teachers and three (3) administrators shall be convened by the Director of Human Resources and shall review all applications and submit its recommendations to the Superintendent for Board action.

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

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

Subd. 7. Teachers who are granted sabbatical leave shall pledge themselves to return and serve the Saint Paul Public Schools for a period of one (1) year. In case a teacher is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund to the Board the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the teacher is incapacitated for any further teaching.
ARTICLE 12: NON-COMPENSATORY LEAVE

Leaves of absence without pay may be granted to teachers under the provisions of this Article, upon approval of the Superintendent. Such leaves shall be without compensation and without pension contribution or benefits.

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

Whenever a teacher is temporarily separated from the School District by reason of leave, it is the obligation of the teacher to inform the Human Resource Department immediately (within two [2] days of the change), of any change of address and telephone number. Failure to do so will void any rights to return until such time as the teacher does supply the Human Resource Department with a current address and telephone number. The right to return can then be restored only within a specified period beyond the initial leave period, pursuant to the limits defined in Section 3, Subd. 3 and Subd. 4 of this Article.

SECTION 1. PARENTAL LEAVE:

Subd. 1. Definitions:

1.1 Parental leave is a leave without pay which shall be granted upon request subject to the provisions of this Section. It may be granted for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the teacher for an extended period of time immediately following adoption or conclusion of pregnancy.

NOTE: The normal and usual period of paid sick leave recognized for post-pregnancy-delivery recovery is a maximum of six (6) consecutive weeks; extension of sick leave time is subject to written verification by the attending physician that the teacher's period of disability continues. Availability of sick leave with pay is subject to the provisions of Article 11, Section 1.

1.2 Appropriate vacancy as used herein means a position equivalent to the position held by a teacher immediately prior to taking leave and for which the teacher on leave is eligible, which has become vacant at the beginning or during the school year, and for which no employee has full rights, including right of recall from layoff.

Subd. 2. Application Procedures

2.1 The building principal or immediate supervisor shall be informed in writing by the teacher and the appropriate leave application form completed and sent to the Director of Human Resources at least two (2) calendar months before the commencement of the intended leave.

2.2 If the reasons for the parental leave include pregnancy, the teacher shall also provide at the time of leave application, a signed statement by her physician indicating the expected date of delivery and that the teacher is fully capable of meeting the requirements of her position until the date of the leave.
ARTICLE 12: NON-COMPENSATORY LEAVE, Section 1. (continued)

Subd. 3. Length of Parental Leave

3.1 Parental leave may be taken for a period of up to twelve (12) calendar months. When feasible, an effort shall be made to begin a leave coincident with some natural break in the school year; e.g., winter vacation, spring vacation or the end of the school year.

3.2 Except as noted in Subd. 4., parental leave may be extended for a maximum of twelve (12) additional calendar months provided that a written request for an extension is provided the Director of Human Resources by the teacher at least two (2) calendar months prior to the termination date of the initial leave period.

Subd. 4. Parental Leave with Guarantee of Same Position:

4.1 A teacher granted parental leave pursuant to the provisions of this Section shall, upon written request, be granted the same right to the position held immediately prior to the leave as though she had been teaching in that position during the leave period provided the conditions of this Subdivision are also met.

4.2 A parental leave with position guarantee shall be granted only for the teacher’s present condition of pregnancy, or for the imminent and immediate adoption of a child.

4.3 The parental leave with position guarantee shall be limited to a maximum of twenty (20) calendar weeks during a regular school year, including all compensatory sick leave time taken at the conclusion of pregnancy, except as noted in paragraph 4.4 and 4.5 following. When feasible, an effort shall be made to begin and end a leave coincident with some natural break in the school year; i.e., winter vacation, spring vacation or the end of the school year.

4.4 If a parental leave with position guarantee is requested which 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 Director of Human Resources.

4.5 The scheduled date of commencement or termination of parental leave with position guarantee may otherwise be extended only upon receipt by the Director of Human Resources of written verification by the attending physician that the teacher is unable to continue or to resume teaching for health reasons attributable to the pregnancy.

4.6 A parental leave with position guarantee shall not be granted which in effect would extend the leave from one school year into a succeeding school year. This provision shall not be construed to prevent the proper use of the sick leave time (cited in 4.3 above) at the end of one school year, followed by the granting of the available non-compensatory parental leave time at the beginning of the next school year.
ARTICLE 12: NON-COMPENSATORY LEAVE, Section 1. (continued)

4.7 Should a teacher on parental leave with position guarantee anticipate returning to teaching prior to the scheduled termination date of leave, she shall provide the Director of Human Resources at least two (2) weeks' prior written notice to allow appropriate accommodations to be made for the early return.

4.8 A teacher on parental leave with position guarantee who fails to return from such leave as scheduled for reasons other than those included in Paragraph 4.5 of this Subdivision shall thereby relinquish any right to retain parental leave with same position guarantee. In such instance, unless a teacher chooses to resign, the present leave shall be extended without same position guarantee to the beginning of the first school year following the school year in which the leave was granted.

Subd. 5. Procedures for Termination of Parental Leave

5.1 Except for leaves granted with position guarantee, the teacher on parental leave shall notify the Director of Human Resources that the teacher desires to terminate the leave on the scheduled date or earlier and to be reassigned to an appropriate vacancy. Such notification shall be provided in writing at least two (2) months prior to the desired date of return from leave. If, however, during the period of leave, the affected teacher has become subject to layoff because of staff reduction and/or discontinuance of position, then that teacher shall be deemed to be laid off, and shall have the appropriate rights of recall.

5.2 If the parental leave was taken for reasons which include pregnancy, the teacher shall provide the Director of Human Resources, prior to resumption of teaching duties, a completed physical examination form (Form 44A) signed by the teacher's physician verifying her fitness to assume the full responsibilities of teaching.

5.3 Upon termination of the scheduled parental leave, or earlier by agreement between the teacher and the Director of Human Resources, the teacher shall be reassigned to an appropriate vacancy. When feasible, a reasonable adjustment of the time may be made in order to coincide with a normal break in the school year; e.g., winter vacation, spring vacation or the end of the school year.

5.4 Should the number of teachers desiring to return from parental leave exceed the number of appropriate vacancies, preference for assignments shall be given to the teacher with the earliest scheduled date for termination of leave, subject to the provisions of Section 3, Subd. 1.

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

5.6 In the event that no appropriate vacancy is available for the teacher's return at the time originally scheduled for expiration of the leave, the provisions of Section 3 of this Article shall apply.
ARTICLE 12: NON-COMPENSATORY LEAVE (continued)

SECTION 2. MILITARY LEAVE: Teachers shall be granted leave for military service as required by statute.

SECTION 3. RETURN FROM GENERAL NON-COMPENSATORY LEAVE: The Board of Education may, at its sole discretion, grant leave without pay or benefits, up to one (1) year in length. Information regarding application and conditions for such leave is available from the District Human Resource Department. Teachers returning from such leaves granted by the Board, shall return to service under the following provisions:

Subd. 1. Notification of Intent to Return

1.1 The teacher must notify the Director of Human Resources, 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.

1.2 Failure to notify will be treated as though an extension had been requested which will alter the guarantee of return. Return rights under these circumstances are outlined under voluntary extension requests.

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

Subd. 2. Appropriate Vacancy

2.1 An appropriate vacancy is a position equivalent to the position held by a teacher immediately prior to taking leave, and for which a teacher whose leave has expired is currently licensed, has taught in Saint Paul Public Schools, and for which no other teacher has rights.

2.2 Reassignment upon termination of general non-compensatory leave will occur only when an appropriate vacancy is available; no new contract teacher shall be placed in a position which is an appropriate vacancy for a teacher whose leave has expired and who is awaiting return.

Subd. 3. Rights of Return and Placement: Leaves taken for one (1) year or less.

3.1 All leaves taken for one (1) year or less have a guarantee of return to an equivalent position. This includes leaves which are scheduled to terminate during the school year and are extended by the District to the end of the school year due to lack of an appropriate vacancy.
ARTICLE 12: NON-COMPENSATORY LEAVE, Section 3. (continued)

3.2 A teacher whose leave expires at, or has been extended by the District to, the end of a school year shall return to a position through involuntary transfer procedures under Article 14, Section 6 and the accompanying Memorandum of Understanding governing the transfer process.

3.3 A teacher whose leave is scheduled to terminate during the school year shall be advised of all known appropriate vacancies on the date of scheduled return. If no vacancies exist at that time the leave will be extended by the District until an appropriate vacancy occurs, but no later than the end of the school year; at that time the involuntary transfer process will be utilized pursuant to Subd. 3.2 of this Section.

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

3.5 If, during the leave, a teacher becomes subject to layoff because of staff reduction and/or discontinuance of position, the teacher shall be laid off, and shall have the appropriate rights under the provisions of recall from layoff.

3.6 The Human Resource Department shall not be required to place teachers returning from leave of four (4) months or more in positions which become vacant after April 1.

3.7 No teacher, having accepted a reassignment, shall have any further rights for choice of positions, except by approval of the Human Resource Department.

3.8 Failure of a teacher to accept a position offer shall be considered an extension request with right of return as described below.

Subd. 4. Return After Voluntary Extension Requests and Leaves of More Than One (1) Year in Length.

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

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

4.3 A teacher requesting return from a leave that has been extended beyond one (1) year who refuses a position offer shall relinquish all rights to any further consideration for reassignment.
ARTICLE 12: NON-COMPENSATORY LEAVE (continued)

SECTION 4. SHORT-TERM NON-COMPENSATORY LEAVE: (Revisions from language of prior agreement are effective January 29, 1996.)

Subd. 1. A teacher who has completed probation in the District, shall be eligible to apply for short-term non-compensatory leave of up to a maximum of ten (10) days over the two (2)-year period covered by this Agreement; consideration of request is subject to the approval of the appropriate Assistant Superintendent and the Director of Human Resources, and to the following conditions:

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

1.2 Written application must be submitted for approval of the teacher's immediate supervisor and the appropriate Assistant Superintendent, at least ten (10) working days in advance of the date(s) requested.

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

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

Subd. 2. Approved use of this leave shall not result in loss of Employer contribution to health insurance premium.

SECTION 5. RETURN AFTER DISABILITY: A teacher who is medically ready to return to active duty after a period of disability, whether resulting from a worker's compensation situation, or a personal illness/injury, and whether involving paid or unpaid leave, shall provide to the Human Resource Department the necessary medical information, along with his/her request to return to duty. The Human Resource Department will provide specific procedures, in compliance with state and federal law, to be followed for that teacher's circumstance.
ARTICLE 13: TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY

SECTION 1. STATUS OF SCHOOL CALENDAR: The teachers' basic contract year, recesses, and holidays shall be as indicated on the school calendar. Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per Minn. Stat. § 126.13 and as indicated on the school calendar.

SECTION 2. BASIC CONTRACT YEAR

Subd. 1. For each year of this Agreement, the basic contract year shall consist of one hundred eighty-two (182) teacher duty days, including Columbus Day and Veterans' Day.

Subd. 2. PROBATIONARY TEACHER INSERVICE DAYS
Probationary teachers may be required by the District to be on duty for the equivalent of seven (7) additional duty days in each probationary year beyond the one hundred eighty-two (182) duty days in the teacher contract year. These will be inservice days or special inservice events for the specific purpose of participating in probationary teacher training programs and activities prescribed by the District.

Compensation for these seven (7) equivalent days shall be in either of two (2) forms; choice of the form of compensation is at the option of the probationary teacher, except that no movement into advanced degree lanes (MA or Ph.D.) will be allowed without the appropriate degree.

2.1 a) The probationary teacher who so elects, will be paid at the end of the school year the equivalent of the current casual substitute daily rate for each additional duty day equivalent up to seven (7). The normal full-day rate for inservice activities is the daily rate in effect for casual substitute teacher service. If this option is elected by the teacher, the amounts will be paid in each probationary year, on the teacher's final paycheck. The teacher must have been assigned and have completed seven (7) equivalent days for the year to receive the full amount. Approved partial completion will be prorated.

OR

b) If the probationary teacher so elects, he/she will receive up to five (5) inservice credits for each year in which the probationary teacher training program is satisfactorily fulfilled. When the teacher has completed the full three (3) years of probationary training successfully, and has begun service in a fourth (4th) year, if fifteen (15) inservice credits for this probationary teacher training are accumulated at that time they may then be applied for a lane change on the salary schedule (unless the teacher has already used the inservice credits pursuant to Article 8, Section 2, Subd. 1.5. This is the only circumstance in which fifteen (15) inservice credits can be recognized together for a single lane change. In all other circumstances, the requirements of Article 8, Section 2, Subd. 1.5 will be applicable. Approved partial completion will be recognized with prorated inservice credit (see Subd. 2.4 below).
2.2 If any teacher who initially elected to receive inservice credit rather than monetary compensation leaves the service of the District for any reason prior to completing probation and being renewed for the fourth (4th) year of service, such teacher will be paid the appropriate casual substitute teacher daily rate in effect at the date of the activity for the proportion of probationary teacher training inservice he/she has completed without monetary compensation, unless the inservice credits have already been used to gain a lane change.

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

2.4 If the District reduces the number of equivalent days required in the program below seven (7) in any year, the compensation or credit granted will be prorated accordingly. If the total available inservice credit is less than fifteen (15) inservice credits at the end of the three (3)-year probationary period, all such credits earned may still be used together, in combination with other approvable undergraduate/graduate credits for a complete lane change, if used within a three (3)-year period after completion of probation. After the three (3)-year period the restrictions of Article 8, Section 2, Subd. 1.5 will apply.

2.5 A probationary teacher who is in his/her second (2nd) or third (3rd) year of probation at the inception of this program will receive compensation or inservice credit pursuant to Subd. 2.1, prorated for time in the program.

SECTION 3. LENGTH OF TEACHERS' DAY:

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

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

It is further recognized that these additional activities are not necessarily accomplished in the building to which the teacher is regularly assigned, and if the teacher leaves the building, it is to be for professional or extraordinary personal reasons.
ARTICLE 13: TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY,
Section 3. (continued)

Subd. 2. Evening Conference Time: The District may assign any or all teachers in K-12 instructional programs, to be present for duty on two (2) evenings during each semester, for up to three (3) hours per evening, for consultation, conferences, and meetings with parents and/or students. Compensation shall be pro rata, based on the teacher's normal daily rate, for up to one-half (1/2) day's pay per evening.

Teachers may be granted compensatory time off on a date specified by the District, on a similar pro rata basis, in lieu of the above-described compensation.

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

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

Eligible teachers shall include:

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

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

Subd. 4. Secondary Preparation/Planning Time (Effective January 29, 1996)

Within the student day, for every twenty-five (25) minutes of classroom instructional time assigned to a secondary classroom teacher on a regular daily basis, five (5) additional minutes of preparation time shall normally be provided in one or two uninterrupted blocks during the student day. Variations developed by the principal and staff in any school building and approved by the Superintendent and the Board of Education, shall be permitted, so long as the intent of this provision is observed, and the approximate equivalent to the preparation time per day prescribed herein, is provided within a week.
ARTICLE 13: TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY,
Section 3. (continued)

4.1 Effective January 29, 1996, part-time teachers will not normally be allocated preparation/planning time pursuant to this formula. If a teacher's part-time assignment is at least .5, and he/she is assigned at least three (3) full hours of classroom instruction per day, then he/she shall be eligible for one-half (1/2) hour's pay per instructional day, as provided in Article 9, Section 8 (dealing with loss of preparation/planning time). Part-time assignment in excess of .5 but less than .99 shall generate eligibility for this one-half (1/2) hour daily compensation. There is no prorated factor above one-half (1/2) hour.

SECTION 4. PREPARATION/PLANNING TIME PROVIDERS: Teachers whose primary assignment is to provide instruction for classes of students during the preparation/planning periods afforded classroom teachers, shall normally be scheduled for a maximum of ten (10) class sessions per day. These class sessions may include fifty (50)-minute periods as well as the more typical twenty-five (25)-minute periods. If it becomes necessary to assign such a teacher to more than ten (10) class sessions per day, that teacher will be additionally compensated, on the basis of $17.00 per hour, for sessions in excess of ten (10), using the shortest period(s) of the day to compute any compensation due. A teacher who voluntarily accepts or seeks assignment of more than ten (10) class sessions shall not be eligible for this additional compensation.

Effective January 29, 1996, will be as defined in Appendix D, Hourly Rates.
SECTION 1. PURPOSE: The purpose of this Article is to provide a systematic procedure for making personnel changes affecting members of the teacher bargaining unit when such changes become necessary because of staff reduction.

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

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

1.1 Professional employees who are certified as teachers, were previously employed in positions outside the teacher bargaining unit, and by reason of unrequested demotion fall within the definition prescribed in Article 3, shall be considered as teachers pursuant to Minn. Stat. § 125.17.

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

1.3 Acting incumbent service and long-term substitute service shall be excluded from the provisions of this Article except as referenced in Section 3, Subd. 6 as part of the description of procedures for seniority listing.

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

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

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

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

Subd. 5. "Superintendent" shall mean the Superintendent of Schools as defined in Article 3.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
Section 2. (continued)

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

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

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

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

Subd. 9. "Department" is defined:

a) for purposes of layoff identification, and for placement preferences from the involuntary transfer list, to mean teaching positions throughout the District which require the same licensure, and

b) for purposes of selecting the teacher(s) to be placed on the listing for involuntary transfer, to mean positions within a particular school building or program which require the same licensure, subject to the exclusions noted in Subdivision 6 of this Section, and the provisions of Section 6.

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

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

Subd. 11. "Seniority" shall mean a numerical ranking based upon the total of continuous service within the Saint Paul Public Schools. Accumulation of seniority shall commence upon the first day of regular continuous service and shall continue until termination of the employment of the teacher, subject to the further provisions of this Article. Except as specifically provided within this Article, seniority shall not accrue for substitute service or acting incumbent service.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
Section 2. (continued)

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

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

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

Subd. 12. "Staff Reduction" is defined:

a) for references to layoff, to mean reducing the number of a specifically licensed position within the District, and

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

SECTION 3. PROCEDURES--SENIORITY LISTING:

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

Subd. 2. The basic seniority number is derived from the year of employment followed by the cumulative total of calendar days during the calendar year of employment to the first day of contract employment as defined in Subd. 11 of Section 2 (i.e., 69300 means the teacher's first day of employment was the 300th day of 1969).

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

Subd. 4. When basic seniority numbers are identical for two (2) or more teachers in a license area, a random selection tie-breaking procedure shall be followed at the time a distinction becomes necessary. When a tie is broken by random selection, the affected teachers shall be so ranked for this instance only, and no permanent ranking shall result. Tie-breaking shall occur as follows:

(a) The affected teachers shall be informed of the method of random selection to be used and shall be permitted to witness the selection process if desired.

(b) A representative of the Federation shall be present to witness the selection process.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
Section 3. (continued)

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

Subd. 6. Acting incumbent service and long-term substitute service shall be excluded
from the provisions of this Article except that when acting incumbent service or
long-term substitute service, as defined in Article 7, Section 1, Subd. 2, is immediately
followed by a contract for regular employment, such uninterrupted acting incumbent
service or long-term substitute service shall be included in determining seniority.

SECTION 4. PROCEDURES—LAYOFFS:

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

Subd. 2. Pursuant to Minn. Stat. § 125.17, teachers shall be notified by the Board in
writing at least thirty (30) days prior to the effective date of the layoff. Teachers shall
be given in writing, the reason for such action at the time the notice is given.

Subd. 3. Any teacher laid off pursuant to these provisions may engage in teaching or
any other occupation during the period of such layoff and may be eligible for
unemployment compensation if otherwise eligible by statute for such compensation
without loss or reduction of reinstatement rights except as provided within this Article.
Layoff shall not result in the loss of seniority earned provided reappointment occurs
within thirty-nine (39) months of the effective date of layoff.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
(continued)

SECTION 5. PROCEDURES--REINSTatement FROM LAYOFF:

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

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

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

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

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

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

Subd. 2. Teachers on layoff shall be reinstated to the positions from which they have
been laid off, or to any other available positions in the District in departments or
programs in which they are qualified as such positions become available provided such
assignment would not result in a promotion.

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

Subd. 4. Whenever a teacher is temporarily separated from the School District by
reason of layoff, it is the obligation of the teacher to inform the Human Resource
Department immediately (within two [2] days) of any change of address and telephone
number. Failure to do so will void any rights to return until such time as the teacher
does supply the Human Resource Department with a current address and telephone
number. When the proper information is received, if the teacher is still within the
thirty-nine (39)-month recall rights period, then that teacher's name will be restored
to the appropriate remaining layoff list in appropriate order. No teacher already
recalled shall be displaced.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
Section 5. (continued)

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

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

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

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

Subd. 7. Reinstatement rights provided within this Article shall terminate thirty-nine (39) months after the effective date of the layoff.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION, (continued)

SECTION 6. PROCEDURES—INVOLUNTARY TRANSFERS:
(Revisions from language of prior Agreement are effective January 29, 1996)

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

1.1 For a full-time teacher assigned in more than one location, his/her seniority ranking shall apply to:
   a) the building in which the majority of the teacher's teaching time is assigned, OR
   b) both buildings if teacher's time is evenly divided between two buildings.

Subd. 2. Teachers who have been placed on the involuntary transfer list shall be provided a list of known vacancies within the District no later than the third full week in July. They shall indicate from this listing their priority of preferred assignments for which they are qualified as defined in this Article.

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

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

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

3.3 Arena Placement: The intent and requirements of the listing of vacancies and the processing of preferences may be fulfilled by the District prior to or soon after the end of a school year, in preparation for staffing for the coming school year, through an "arena" process or by a mailing process, or both, at the District's option. The arena process shall be carried out by bringing together, in one meeting or in an appropriately divided series of meetings, those teachers who are listed for involuntary transfer for the coming year. A list of vacancies will be available at the arena meeting. Selections must be made at the arena when the opportunity is offered or the right of choice is waived until other like qualified teachers on the list have been reassigned.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
Section 6. (continued)

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

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

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

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

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

Subd. 8. A teacher may volunteer to be considered for the involuntary transfer process by so advising the principal or the Human Resource Department in writing prior to May 1. No such volunteer, if accepted and listed for involuntary transfer, may then withdraw from such process for that school year, except with the approval of the Human Resource Department.
Subd. 9. When a school is closed or consolidated with another school, the transfers of teachers from the closing or consolidating building, which result from such closing or consolidation, shall be treated as involuntary transfers under the provisions of this Section, in the following manner:

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

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

9.3 If the staff is reduced in a school involved in the merger, the least senior teachers in the program or department being reduced shall be those transferred except that,

9.4 If a more senior teacher wishes to volunteer for transfer from that school, the teacher shall have the right to transfer. In that instance, these conditions will prevail:

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

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

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

Subd. 10. This involuntary transfer provision is subject to all pertinent state law and relevant court decisions, including Minnesota Supreme Court decisions regarding "stranding" requirements.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION, 
(continued)

SECTION 7. PROCEDURES—DEMOTIONS:

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

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

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

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

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

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

6.1 A teacher whose demotion was effected prior to July 1, 1993, shall have thirty-nine (39) months rights of reinstatement beginning on July 1, 1993, and concluding on September 30, 1996.
ARTICLE 14: PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION,
(continued)

SECTION 8. PROCEDURES—AFFIRMATIVE ACTION PROGRAM:

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

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

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

Subd. 1. Jurisdiction of the Arbitrator: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in this Article, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Board and of teachers.

*Notwithstanding the adoption of a revised Affirmative Action Program on March 21, 1978, and procedures thereunder, Section 8 is continued as it existed on July 1, 1977, referencing the Affirmative Action Program as in effect on July 1, 1977.
ARTICLE 15: GRIEVANCE PROCEDURE

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

SECTION 2. DEFINITIONS:

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

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

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

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

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

SECTION 3. GENERAL PROVISIONS:

Subd. 1. Representation: The grievant may be represented at any or all levels of these procedures by a representative of the Federation. Beyond Level One the grievant may designate a single alternative representative provided that said representative or agent is formally designated by the grievant to act in his behalf and is not a member of or representative for any teacher organization other than the Federation. Such alternate representative may participate only when he/she has accepted, in writing, full responsibility for the duties and obligations of representation.

The Federation shall have the right to be present and to state its views at any level to which the grievant chooses to carry a grievance.

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

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

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

Failure by the Board or its representative to issue a decision within the stipulated time limits shall constitute a denial of the grievance and the grievant may appeal to the next level.
Subd. 3. Waiver of Steps: By mutual consent, the parties may waive any step in this procedure. If the event giving rise to the grievance occurred because of action of an administrator other than a principal or an immediate supervisor, the grievance process may commence at Level Three within twenty (20) days after the occurrence of the event leading to the grievance.

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

SECTION 4. RIGHTS OF THE PARTIES:

Subd. 1. Legal Assistance: All parties shall have the right at their own expense to legal assistance at all levels above Level One.

Subd. 2. Stenographic Assistance: No recording device shall be utilized at Levels One, Two or Three of these procedures and no person or persons shall be present for the sole purpose of recording the discussion at these levels.

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

Subd. 3. Federation Participation: The Federation, as the exclusive representative of all teachers, shall have the right to participate at all levels of these procedures.

The Federation shall have the right to file and pursue a grievance. Such Federation-filed grievance shall be explicit as to the action giving rise to the grievance and may be filed at Level Two or Three of these procedures.

When a grievance is pursued beyond Level One, the Federation shall be notified by the Board of each stage of the further progression of the grievance. The Federation shall be notified in advance of all meetings and/or hearings regarding each grievance and shall be permitted to be present and to state its views at such meetings.

Copies of all written grievances, appeals, and decisions shall be promptly submitted to the Federation by the Board's designee after receipt or issuance by the teacher's immediate supervisor or the Board's designee.
ARTICLE 15: GRIEVANCE PROCEDURE (continued)

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

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

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

SECTION 7. ADJUSTMENT OF GRIEVANCES:

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

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

Level Three If the grievant is dissatisfied with the Level Two decision, the grievance shall be submitted within seven (7) days after receipt of said decision to the Superintendent of Schools. Within seven (7) days after receipt of the grievance, the Superintendent or his designee shall meet with the grievant to attempt to resolve the dispute. The grievant shall be given at least two (2) days' notice of the meeting. Within seven (7) days after such meeting, the Superintendent shall communicate his decision in writing to the grievant.

Level Four Arbitration: If the grievant is dissatisfied with the decision at Level Three, arbitration of the dispute may be requested and utilized subject to the following provisions:

(a) Request: The request to submit a grievance to arbitration shall be made in writing addressed to the Chairman of the Board of Education within ten (10) days after receipt of the Level Three decision.
(b) Selection of Arbitrator: Within ten (10) days after receipt of the request for arbitration, The Board or its representative and the grievant shall meet to select an arbitrator. If agreement on an arbitrator is not reached at this meeting, the grievant may request a list or panel of arbitrators from B.M.S., provided such request is made within ten (10) days after the meeting. Within five (5) days after the receipt of the B.M.S. list, the Board and the grievant shall meet for the final selection of the arbitrator which shall be made from the submitted B.M.S. list by the alternate striking of listed names until only one name remains, provided, however, that the parties may mutually agree on a different method of selecting an arbitrator from the B.M.S. list.

(c) Hearing: Upon appointment, the arbitrator shall schedule a hearing de novo at which the Board, the grievant, and the Federation have the right to representation as they may choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the grievance before the arbitrator. The arbitrator shall not be bound by formal rules of evidence. Not more than one grievance before the arbitrator shall be heard by the arbitrator at one time.

(d) Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Board and of teachers.

(e) Decision: The decision by the arbitrator shall be rendered within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his decision shall be binding on the parties subject to the conditions and limitations in PELRA.

(f) Expenses: The Board and grievant shall share equally the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring the expense, except that by mutual agreement, the parties may share any such expenses.
ARTICLE 16: DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing July 1, 1995, through June 30, 1997, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 1997, it shall give written notice of such intent no later than May 1, 1997. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to March 1 of the expiration year of this Agreement.

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

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

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

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

SECTION 6. INTERPRETATION OF PROVISIONS OF AGREEMENT: As to matters regarding the interpretation of provisions of this Agreement which arise other than through the grievance procedure, the parties shall meet for the purpose of discussing and clarifying the original intent of the particular provision in question. Questions resolved through this procedure shall not be resubmitted through the grievance procedure.
In the 1983-84 salary schedule, Step 4 was deleted, and all of the remaining steps in the salary schedule were renumbered, beginning with number 1, which replaced the old Step 5.

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### APPENDIX A

#### Schedule A-1

**TEACHERS' BASIC SALARY SCHEDULE 1995-96**

This schedule effective July 1, 1995 through June 30, 1996

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#### Schedule A-2

**TEACHERS' BASIC SALARY SCHEDULE 1996-97**

This schedule effective July 1, 1996 through June 30, 1997

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SPECIAL GROUPS

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

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<th>Position</th>
<th>Length of Year</th>
<th>Ratio</th>
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<td>School Social Workers</td>
<td>Teachers' Year</td>
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<tr>
<td>Counselors</td>
<td>Teachers' Year Plus Two Weeks</td>
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<tr>
<td>Psychologists</td>
<td>Teachers' Year Plus One Month</td>
<td>1.15</td>
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<tr>
<td>Consultant I</td>
<td>12 Months</td>
<td>1.27</td>
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Effective July 1, 1978, there shall be no further placement of teachers on this ratio schedule in these positions. Teachers newly employed in or newly assigned to these positions after July 1, 1978, will be placed at the appropriate step and lane of the teacher salary schedule. Any extension of the contract year will be made by assignment by the supervisor and will not be a part of the teacher's regular contract. Pay for such extension of the year will be as provided in Article 8, Section 3.
APPENDIX C

EXTRACURRICULAR ACTIVITIES

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

Schedule C-1

Extracurricular Non-Athletic

Payment shall be made from Schedule C-1, at the end of a semester in which the activity in question is completed, or in the case of a full school year assignment, on or near February 1 and June 15, or as a single payment on June 15. The supervision of an extracurricular activity may be divided among teachers, but the total payment shall not exceed the amount set forth below. The payment for an extracurricular activity may vary depending upon the amount of work involved but no payment shall be made in excess of the amount specified below.

The following ratios applied to the teachers' BA Maximum salary shall be used as the basis for computing the stipends to be paid for extracurricular activities:

- For 1995-97, the BA Maximum salary (for 1995-96) to which the ratios shall be applied shall be $39,269.

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<tr>
<th>Activity</th>
<th>Ratio</th>
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May be paid on an hourly basis for time worked. Formula: stipend divided by number of days lunch is served during the school year = rate for one-half hour duty.

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<td>Senior High School</td>
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<td>Twenty Interscholastic Meets &amp; Regional Tournaments</td>
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If more than 3 teams participate throughout the season, ratio is ............................ .100  $3,927
APPENDIX C, Schedule C-1 (continued)

Elementary Vocal and Instrumental Music
A vocal or instrumental music teacher who is required to provide more than four (4) evening performances in a school year will be compensated at the rate of $45 per performance above the four (4) herein prescribed.

Secondary
Locker Manager, up to maximum of .065 $2,552
(basis of .0005 of the maximum, per locker)
Mathematics Team Coach (Senior High School) .045 $1,767
(A minimum requirement for this stipend is at least 10 participants, and at least six events scheduled.)
Assistance Math Team Coach (Senior High School) .025 $982
A minimum requirement for this stipend is at least 15 participants; after the first four (4) weeks of the season, the position and payment will be discontinued if participation is less than 15 students.
Mathematics Team Coach (Junior High School) .025 $982
(A minimum requirement for this stipend is at least 10 participants, and at least six events scheduled)

Music Teachers
Hours refer to "minimum average student contact hours beyond the regular teachers' day."

Junior High School
2-1/2 hours per week (vocal and instrumental) .045 $1,767
2-1/2 hours per week and a musical (vocal) .065 $2,552
3-1/2 hours per week (instrumental) .065 $2,552

Senior High School Instrumental
3-1/2 hours per week .065 $2,552
5 hours per week .095 $3,731

For a minimum of five approved public, non-school-related performances in the community each year, up to three of which may be scheduled during the summer months, a stipend of .025 will be paid; stipend to be reduced by a factor of .005 for each performance less than five completed. Selection of performances to be approved in advance by the Superintendent or his designee. This provision will apply to Senior High Instrumental only.

NOTE: If a teacher is assigned and authorized by the principal to manage and conduct two separate instrumental programs outside the school day, both of which operate in accordance with the time requirements of this Appendix, then both the 3-1/2 hour and the 5 hour stipend may be paid to the same person, assuming these out of school time requirements are met.
### Senior High School Vocal

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<th>Stipend</th>
<th>Ratio</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,552</td>
<td>.065</td>
<td>1995-97</td>
</tr>
<tr>
<td>$3,617</td>
<td>.0921</td>
<td></td>
</tr>
<tr>
<td>$4,359</td>
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</tbody>
</table>

A major musical production is a single, complete titled production, typically two or more hours in length, generally involving payment of royalties, and which involves staging, costuming, choreography, and rehearsals with orchestra.

**Odyssey of the Mind Team Coach**

- One to three teams, formally competing in the full official school year season inter-district competition and tournament play.
- The activities occur outside the professional workday for teachers.

After the first four (4) weeks of the season, the position and payment will be discontinued if full team competition is not to be completed.

---

**School Fund Bursar**

<table>
<thead>
<tr>
<th>Level</th>
<th>Stipend</th>
<th>Ratio</th>
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</thead>
<tbody>
<tr>
<td>Junior High School</td>
<td>$1,767</td>
<td>.045</td>
</tr>
<tr>
<td>Senior High School</td>
<td>$3,731</td>
<td>.095</td>
</tr>
</tbody>
</table>

May be paid on an hourly basis for time worked. Formula: stipend divided by number of days lunch is served during the school year = rate for one-half hour duty.

**School Newspaper - Business Manager**

- Up to the maximum of: $864 (basis of .10 of the maximum, per issue) (Senior High School)
- Up to the maximum of: $3,416 (basis of .0625 of the maximum per issue) (Senior High School)

**School Plays and Speech Activities Coach**

- Junior High: $1,296 (Senior High)
- Senior High: $1,414

**School Patrol Supervisor**

- Elementary Schools: $1,963

---

*The existence of this stipend for coaches of the extra-curricular official competition activity is not intended to preclude or replace Odyssey of the Mind activities which occur in many schools on a smaller scale or within students' school day and/or the teachers' professional workday.*
APPENDIX C, Schedule C-1 (continued)

<table>
<thead>
<tr>
<th></th>
<th>Ratio</th>
<th>Stipend</th>
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<tbody>
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<td></td>
<td>1995-97</td>
</tr>
</tbody>
</table>

Speech Activities Coach, Senior High
- Entrance in three festivals or equivalent and the District Speech Festival: 0.025 $982
- Entrance in six festivals or equivalent and the District Speech Festival: 0.043 $1,689

Stage Crew Director (Secondary)
- Including one major performance: 0.033 $1,296
- Including two or more major performances: 0.056 $2,199

Student Council Director (Secondary): 0.065 $2,552

Elementary and Secondary
    Instructional Technological and Audio-Visual Equipment Manager: @ $1 per student

The $1 per student basis for the yearly stipend for this function shall be determined for each elementary and secondary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which such services are provided. The minimum stipend shall be $928.

Textbook Distributor: Secondary and Elementary: @ $1 per student

The $1 per student basis for the yearly stipend for textbook distributor shall be determined for each elementary and secondary school based on the official enrollment figures published by the District each October. Those students will be counted who are in classes/grades for which textbooks are purchased and distributed. The minimum stipend shall be $500.

Yearbook - Business Manager (Senior High School): 0.022 $864
Yearbook - Editorial Manager (Senior High School): 0.065 $2,553
Salaries provided for coaches shall be payable at the end of each season and shall be due in addition to the amount due for regular teaching duties performed. Seasons for athletic coaches shall end with the school months of November, March, and June, and for intramural coaches shall end with the school months of December, March, and June. Salaries for coaches shall be payable after all state tournament play is completed, or absent state tournament play, in the months indicated above and provided that the coach has assembled a team meeting the established requirements and such team has competed in all games, contests or meets scheduled to determine championships. The salaries specified herein shall not become payable until all duties of the athletic sport season shall be completed, including the submission of reports.

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

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

The following ratios applied to the teachers' BA Maximum salary shall be used as the basis for computing the stipends to be paid for extracurricular activities:

* For 1995-97, the BA Maximum salary (for 1995-96) to which the ratios shall be applied shall be $39,269.

<table>
<thead>
<tr>
<th>Stipend</th>
<th>1995-97</th>
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<tbody>
<tr>
<td>Senior High School</td>
<td></td>
</tr>
<tr>
<td>Athletic Director</td>
<td>$5,576</td>
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<tr>
<td>Head Coaches</td>
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<tr>
<td>Basketball, Football, Hockey, Volleyball</td>
<td>$5,184</td>
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<tr>
<td>Wrestling</td>
<td>$4,712</td>
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<tr>
<td>Swimming</td>
<td>$4,398</td>
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<tr>
<td>Baseball, Gymnastics, Track, Softball</td>
<td>$3,927</td>
</tr>
<tr>
<td>Badminton, Cross-country Skiing</td>
<td>$2,081</td>
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<tr>
<td>Cross-country Track, Soccer</td>
<td>$3,699</td>
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<tr>
<td>Golf, Tennis</td>
<td>$2,788</td>
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</table>
### APPENDIX C, Schedule C-2 (continued)

<table>
<thead>
<tr>
<th>Position</th>
<th>Ratio</th>
<th>Stipend 1995-97</th>
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<tbody>
<tr>
<td><strong>Assistant Coaches</strong></td>
<td></td>
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<tr>
<td>Football</td>
<td>.100</td>
<td>$3,927</td>
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<tr>
<td>Track</td>
<td>.090</td>
<td>$3,534</td>
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<td>Baseball, Softball</td>
<td>.080</td>
<td>$3,142</td>
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<tr>
<td>Swimming</td>
<td>.053</td>
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<td>Golf</td>
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<tr>
<td><strong>Adapted Athletics</strong></td>
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<tr>
<td>Soccer, Hockey, Softball</td>
<td>.053</td>
<td>$2,081</td>
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<tr>
<td><strong>Senior High School</strong></td>
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<tr>
<td>Junior Varsity Coaches</td>
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<tr>
<td>Basketball</td>
<td>.090</td>
<td>$3,534</td>
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<tr>
<td>Gymnastics, Softball, Volleyball</td>
<td>.080</td>
<td>$3,142</td>
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<tr>
<td>Soccer</td>
<td>.071</td>
<td>$2,788</td>
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<tr>
<td>Badminton</td>
<td>.0412</td>
<td>$1,618</td>
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<tr>
<td><strong>B Squad Coaches</strong></td>
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<td></td>
</tr>
<tr>
<td>Basketball, Football, Hockey, Wrestling</td>
<td>.090</td>
<td>$3,534</td>
</tr>
<tr>
<td>Baseball</td>
<td>.080</td>
<td>$3,142</td>
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<tr>
<td><strong>Assistant B Squad Coaches</strong></td>
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<tr>
<td>Football</td>
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<tr>
<td><strong>Intramural Coaches</strong></td>
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<tr>
<td>Cheerleaders Coach, Senior High School</td>
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<tr>
<td>Senior High School Intramural Coordinator</td>
<td>.0332</td>
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<tr>
<td><strong>Secondary</strong></td>
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<tr>
<td>Swimming Coordinator</td>
<td>.052</td>
<td>$2,042</td>
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<tr>
<td>Athletic Equipment Manager (Senior High)</td>
<td>.075</td>
<td>$2,945</td>
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<td><strong>Ninth Grade Coaches</strong></td>
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<tr>
<td>Basketball, Track</td>
<td>.090</td>
<td>$3,534</td>
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<tr>
<td>Volleyball</td>
<td>.080</td>
<td>$3,142</td>
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<tr>
<td>Football</td>
<td>.071</td>
<td>$2,788</td>
</tr>
<tr>
<td><strong>Junior High School Coaches</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baseball, Basketball</td>
<td>.050</td>
<td>$1,963</td>
</tr>
<tr>
<td>Wrestling, Volleyball, Softball, Soccer</td>
<td>.050</td>
<td>$1,963</td>
</tr>
<tr>
<td><strong>Junior High School Athletic Coordinator</strong></td>
<td>.0875</td>
<td>$3,436</td>
</tr>
</tbody>
</table>
A teacher may be employed to assist the supervisor of athletics in conducting and supervising scholastic athletic games, meets or schedules, such employment to be compensated at a rate per season not to exceed $250.

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

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

HOURLY SCHOOL PROGRAMS: Effective July 1, 1995 through January 28, 1996

For Schedules D-2, and D-4, a year experience shall be comprised of a period of not less than ten months, during which time the instructor has successfully taught one or more courses.

SCHEDULE D-2

Other Hourly Instructional Assignments:
Effective July 1, 1995 through January 28, 1996

The hourly instructional pay for teachers in the following-named programs who meet the stated requirements shall be paid at the rates indicated.

Programs: Miscellaneous Hourly instructional assignments in other K-12 programs.
Saturday School
Tutoring Assignments

Hourly Rate: Effective July 1, 1995 through January 28, 1996

$12.00 - no degree, less than two years prior teaching experience.
$14.00 - no degree, more than two years prior teaching experience.
$16.00 - BA degree or minimum of four years prior teaching experience.
$18.00 - MA degree in the field being taught or minimum of six years prior teaching experience.

SCHEDULE D-4: Effective July 1, 1995 through January 28, 1996

ALC and Adult and Specialized Instructional Programs

The hourly instructional pay for teachers in the following named programs who meet the stated requirements shall be paid at the rates indicated:

Programs:

Area Learning Center
Adult Basic Education
Adult Diploma Programs
Chapter I - N and D Program
Home/Hospital Instruction Program

$19.00 - BA degree

$21.00 - MA degree in the field being taught or minimum of six (6) years prior teaching experience.
Effective January 29, 1996, the new Appendix D below will replace the old (above) Appendix D, Schedules D-2 and D-4.

APPENDIX D, EFFECTIVE JANUARY 29, 1996

<table>
<thead>
<tr>
<th>RATE GROUPS</th>
<th>1/29/96</th>
<th>1996-97</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance at Workshops: 1</td>
<td>$15 or Inservice Credit</td>
<td>$16 or Inservice Credit</td>
</tr>
<tr>
<td>General Assignments:</td>
<td><strong>$18</strong></td>
<td><strong>$19</strong></td>
</tr>
<tr>
<td>Saturday School</td>
<td></td>
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<tr>
<td>Tutoring</td>
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<tr>
<td>Driver Education 2</td>
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<tr>
<td>Curriculum Writing</td>
<td></td>
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<tr>
<td>Instructional Assignments:</td>
<td><strong>$21</strong></td>
<td><strong>$22</strong></td>
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<tr>
<td>ALC/ADP/ABE</td>
<td></td>
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<tr>
<td>Chapter I - N &amp; D</td>
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<tr>
<td>Home/Hospital</td>
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<tr>
<td>Loss of Preparation Time for classroom coverage 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation/Planning Time Providers 4</td>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

2 DRIVER EDUCATION TEACHER: See Article 9, Section 6 for governing conditions.

3 LOSS OF PREPARATION TIME: See Article 9, Section 9, for governing conditions.

4 PREPARATION/PLANNING TIME PROVIDERS: See Article 13, Section 4, for governing conditions.
INTENTIONALLY BLANK
ADDITIONAL INFORMATION
(Not a Part of the Agreement)

Meet and Confer
School Calendar 1995-96

STATEMENTS OF INTENT

Special Education Services
Instruction Classes - Size
School Safety
Regarding Lesson Plans Procedures
ADDITIONAL INFORMATION
(Not a Part of the Agreement)

MEET AND CONFERENCE

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

Grievance Procedure: The Grievance Procedure contained in the Agreement shall be applicable through Level Three, but not arbitration, for other matters of policy and regulations of District 625. For this purpose, a grievance is defined as an allegation that there has been an explicit violation, misinterpretation or misapplication of policies or regulations of the District.
# SAINT PAUL PUBLIC SCHOOLS
## 1995-1996 SCHOOL CALENDAR

### AUGUST 1995

<table>
<thead>
<tr>
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### SEPTEMBER 1995

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### OCTOBER 1995

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### NOVEMBER 1995

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### DECEMBER 1995

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### JANUARY 1996

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### FEBRUARY 1996

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**August 28, 29, 30, 31, September 1** Opening Week Workshop**

**September 5** School in Session

**September 5, 6** Kdg. Conference Days*

**September 7** Kdg. in Session

**October 19, 20** State Teacher Meetings**

**November 7** General Election

**November 16, other date TBA** Sec. Evening Conferences (Sr.)

**November 9, 14** Sec. Evening Conferences (Jr.)

**November 17** Kdg. Conference Preparatory Day*

**November 20** Kdg. Conference Day*

**November 20** Elem. Conference Preparatory Day*

**November 21** Kdg. / Elem. Conference Day*

**November 20, 21** Kdg. / Elem. Evening Conferences

**November 23** Kdg. / Elem. Compensatory Day*

**November 22** Sec. Compensatory 1/2 Day*

**November 23, 24** Holiday - Thanksgiving Recess**

**December 22** Last Day of School in Session

**December 25** Winter Vacation Begins**

**January 8** School in Session

**January 15** Holiday - Martin Luther King Day**

**January 15, 16** Sec. Final Exams (Full Student Days)

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All School District Offices will be closed on the following legal holidays: Labor Day, Thanksgiving Day, Christmas Day (December 25, 1995), New Year’s Day (January 1, 1996), Martin Luther King Day, Presidents’ Day, Memorial Day, and Independence Day.

**Fall Sr. High Evening Conferences: November 16, 1995 & Date TBA**

**Fall Jr. High Evening Conferences: November 9, 14, 1995**

**Spring Jr. High Evening Conferences: March 26, 1996**

**Spring Sr. High Evening Conferences: March 28, 1996**

One or more Inservice Days may be changed to Instructional Days by order of the Superintendent if weather emergencies have required school closings sufficient to necessitate replacing lost instructional days.

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**State Teachers’ Meetings**

**No School - Kdg./Elem.**

**Holidays/Vacation - No School**

**No School - Kindergarten**

**No School - Kdg./Elem.**

**No School P.M. Only - Secondary**

**No School All Day - Secondary**
INTENTIONALLY BLANK
STATEMENT OF INTENT

Special Education Services

The Board of Education and the Saint Paul Federation of Teachers, Local 28 will ask the Professional Issues Committee to reconstitute its joint working committee on special education services.

The Board and the Federation will ask that, for the term of the 1995-97 labor contract, the PIC include in its charge to this committee: 1) direction to review the concerns regarding equitable distribution of IEP caseloads and report its analysis to PIC; and 2) direction to develop a procedure to be used by the committee to screen requests of individual teachers for caseload review.

"Equitable distribution" is acknowledged by both parties to be a complex concept but one of great importance to the effective delivery of special education services. As such, it merits knowledgeable professional consideration.

The committee may review and recommend adjustment of individual IEP management caseloads. Options the District administration may use to accomplish such adjustment may include: 1) redistribution of IEP's to other professional staff holding appropriate licenses; 2) provision of substitute teacher time to release the IEP manager to complete observations, assessments, IEP's and other required duties; 3) provision of other additional support services (clerical, paraprofessional, technological); or 4) other options may be suggested by the committee and considered by the District.

Instruction Classes - Size

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

School Safety

The Board of Education and the Saint Paul Federation of Teachers jointly affirm that maintaining a safe and secure environment for teaching and learning by staff and students is of paramount importance in attaining their shared objective of increasing student achievement. To that end, the Board and the Federation have, through the Professional Issues Committee, established a joint task force to study and consider issues that both believe are pertinent to the effort to constantly maintain such an environment.

Issues related to notification prior to classroom placement of students with histories of violent behavior will be discussed by representatives of the Board of Education and the Federation in the Professional Issues Committee.

The Federation affirms its support for the District's Student Conduct Guide, and the Board affirms its intent that the principles and procedures established therein shall be applied consistently and equitably throughout the District's schools.
STATEMENT OF INTENT

Regarding Lesson Plans Procedures

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

Basic assumptions:

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

• The Saint Paul Federation of Teachers confirms and supports the requirement of lesson planning for all teachers who engage in the instruction of students.

• Each teacher's lesson plans need to be available:
  - to provide effective guidance and planning for the teacher and for a substitute teacher
  - for review by the principal as needed.

Principles:

• recognition and respect for the fact that effective lesson planning may be done in a variety of formats and methods (examples: daily lesson plan, full course syllabus, unit plan and so on).

• recognition and respect for the value of each teacher's professional expertise and judgment as to form and content, within the District's curriculum.

• recognition and respect for the responsibility of the principal as leader of the instructional team in the local school.

Procedure:

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

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

Regarding a Professional Issues Committee
Regarding Teacher Transfer Procedures
Regarding Discipline
Regarding Deferred Compensation
Regarding Peer Assistance and Review
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MEMORANDUM OF AGREEMENT

Regarding a Professional Issues Committee

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

The District and the Saint Paul Federation of Teachers have initiated a Committee for review and discussion of professional matters of interest and concern to both entities. The regular participants in such discussion are the Superintendent, the Labor Relations Manager, and eight others appointed by the Superintendent; the Federation president, the Federation business agent, and eight others appointed by the Union. The Committee is co-chaired by the Superintendent and the President of the Saint Paul Federation of Teachers.

As a general practice, this Committee will continue to meet once each month at an agreed upon time and place, and either party may introduce matters for review. More or fewer meetings may be scheduled at the discretion of the Committee.

This Committee may develop a working committee(s) to review a specified subject(s) or concern(s), with specified agenda, and reporting date(s).

This Committee may decide on recommendations to be made directly to the Superintendent for implementation or to the Board of Education, when appropriate, for review and action.

It is further the understanding of the District and the Federation that a school-based management committee will be established at each individual school when the school staff is ready to initiate. The Professional Issues Committee will be responsible to establish and refine from time to time pertinent criteria for the initiation of such committees and to plan for training of staff to participate effectively.
Memorandum of Agreement: Regarding a Professional Issues Committee (continued)

This understanding does not limit, diminish or abrogate the rights and responsibilities of the Board of Education and the Superintendent in directing and in managing the operation of the School District nor does it permit violation of the terms of the labor agreement.

This Memorandum shall be in effect from date of execution through the term of the labor agreement, including any continuation which precedes the conclusion of a successor agreement. It is the intent of the parties that, in the context of contract negotiations for 1997-99, this Memorandum shall be reviewed for possible revision, and determination as to its renewal and placement.

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Superintendent of School

Negotiations/Labor Relations Manager

Date

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

President

Business Agent

Date
MEMORANDUM OF UNDERSTANDING

Teacher Transfer Procedures

This Memorandum of Understanding is by and between the Board of Education, Independent School District No. 625, Employer (hereinafter "District"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). It is entered into for the sole and exclusive purpose of establishing, for a specified and limited period of time (defined as a two-year trial) which shall conclude on December 31, 1997, a teacher transfer procedure, described herein.

This Memorandum shall be effective from January 1, 1996 through December 31, 1997, and shall expire on that date without further obligation for continuation on either of the parties. Transactions determined by the October 1997, voluntary process will be considered concluded, and will be physically completed if necessary, after October 31, 1997.

Teacher Transfer Procedures - Broad Design

I. Definitions and Assumptions

II. Involuntary Transfer Arena

III. Voluntary Transfer Interview Arena
Definitions And Assumptions

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

- **Posted Position** - is a teacher position *to be filled* for which, in addition to licensure, some specific skill, training, experience or other bona fide occupational qualification (BFOQ) is required for candidates to be considered for the position.

- Posted positions are excluded from these group processes for transfers, but any teacher who is qualified and interested is urged to apply.

- Posting, interviewing, and assignment to posted positions by the Human Resource Department shall continue throughout all steps of this process.

- Posted positions will not be listed or treated as vacancies.

- A teacher will indicate his/her interest in voluntary transfer by attending the Voluntary Transfer Interview Arena, and stating preferences on a signed form.

- The interview form used and signed by the teacher during his/her participation in the Voluntary Transfer Interview Arena will be considered a request for voluntary transfer, received in the Human Resource Department office in writing.

- Teachers who occupy positions which are itinerant, or are regularly assigned by District administration (such as counselors, nurses, librarians, psychologists and so on) may participate in these procedures only to seek assignment to a classroom teacher position in a subject area for which they are licensed.
Involuntary Transfer Arena

Introductory Information

Transfers of location or of licensure assigned to teach, which result from "stranding" for layoff or demotion processes, will be considered and treated as final prior to this process. Neither demotees, nor "bumpers" nor "bumpees" are included in this process.

- Labor contract rules stated in Article 14, Section 6 govern this process.
- The intent for this procedure is to use the arena setting described in Article 14, Section 6, Subd. 4, if feasible, with the understanding that the arena may be scheduled by the Human Resource Department either before or soon after the end of the school year. If this is not feasible, the contractual procedure for mailing will be used.

Process

- Teachers returning from leave who are guaranteed a position and who have made written commitment to return to work are included in this procedure.
- Time: date(s) and hours of arena process will be determined by Human Resource Department, and notice provided to affected teachers.
- A teacher who fails to attend the arena event (unless he/she has identified a proxy (notarized) in advance) loses rank for choice.
- Lists of vacancies and participants will be provided at the event or in advance, if feasible, with limits noted regarding licensure choices. Elementary positions will be identified as primary or intermediate, so far as possible.
Voluntary Transfer Interview Arena

- Classroom teachers who wish to be considered for voluntary transfer are eligible to participate unless advised at or after the Interview Arena by Human Resource Department that they are ineligible (reasons - probationary, identified for layoff, transfer in prior year, Improvement Plan, administrative transfer status, stranding, and so on).

- NON-ATTENDERS ARE EXCLUDED FROM CONSIDERATION FOR VOLUNTARY TRANSFER.

- During the period between the close of school and June 20 a voluntary transfer interview arena will be conducted. The Human Resource Department will determine the earliest date feasible and schedule accordingly. The day will be scheduled for interviews. Teachers may bring resumes or send them ahead to principals, if they wish.

- Probationary teachers and teachers on Improvement Plans can request/participate only if approved in advance by Human Resource Department and Teaching and Learning Division.

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

- No vacancies will be listed at the Interview Arena. Posted positions will not be available for Voluntary Transfer at any time.

- A teacher who participates in the Voluntary Transfer Interview Arena, and signs a listing of his/her preference choices of location has committed to accept such assignment without option to withdraw, if the assignment is made by the Human Resource Department.

- After interviews, teachers may rank as preferences up to three position locations for which they have interviewed and listed themselves for consideration. This information must be returned to the Human Resource Department by the end of the scheduled arena to be considered.

- After interviews, on a date specified by Human Resource Department, but no later than a week after the arena, principals will identify to the Human Resource Department: (1) the official specific vacancies to be filled in the principal's school, (2) all teachers interviewed who signed the principal's list requesting consideration for vacancies in stated license areas, and (3) the specific teachers listed who are invited/accepted for the school's specific vacancies. Principals will identify at least 50% of listed interviewees as teachers accepted for possible assignment to the school in question. If only one teacher is a listed interviewee, the principal need not make a selection. If there is an odd number of listed interviewees, the principal may round down the selection number (i.e., five listed interviewees = two selections; seven listed interviewees = three selections, and so on). A listed teacher interviewee is one person, even if listed for several licenses.
Voluntary Transfer Interview Arena (continued):

- The preference information submitted by teachers and principals will be held for implementation after the Involuntary Transfer Arena is held, and its transactions determined.

- Following the arena week, the Human Resource Department will review these three (the teacher's requests) in seniority order and will match acceptances by principals with preferences by teachers. Human Resource Department will also effect a "second round" of placements from this information, where possible, into vacancies created by the first placements.

- Involuntarily transferred teachers not placed in the Involuntary Transfer Arena may be placed in vacancies resulting from first round of Voluntary Transfer matches before the second round of voluntary placements is determined.

- For teachers to be placed for the beginning of the upcoming school year, the Human Resource Department will notify the teacher, if a transfer is affected within four (4) weeks if possible after the close of the June process, or at least two (2) weeks prior to the beginning of opening week for teachers.

- Identified vacancies not filled by the end of this process, or vacancies resulting from the first and second rounds of voluntary arena placements, will be filled by new hires or other reassignments at the discretion of the Human Resource Department, except as required under Article 12, Section 3.

- Vacancies occurring after these voluntary placements, due to resignation or leaves or other changes of circumstance, will also be filled by new hires or other reassignments at the discretion of the Human Resource Department. Human Resource Department may also continue to use the lists of preferences/acceptance as a source of information to consider for later vacancies.

- Once the new school year begins, vacancies created by new staff allocations due to enrollment increase will be filled by long term substitutes until enrollment stabilizes or an enrollment count is defined (no later than October 15).

- When enrollment is stabilized or a mid-October count defined, if there are new allocation vacancies, a second review of the voluntary arena interview lists will take place. Teachers not placed in the first review will be considered for placement at this time unless the teacher has noted on his/her preference form a wish not to be considered for placement after school opens. This process will be completed by October 31 of the school year.

- Vacancies remaining or occurring after this second voluntary placement process has taken place shall be filled by new hires, or other reassignments as determined by the Human Resource Department. The Human Resource Department may continue to use the lists of preference and acceptance as a source of information to consider teachers for later vacancies until March 1. However, the Human Resource Department is no longer obligated to effect the matched placements, and the teacher is no longer bound by his/her preference commitment.
Voluntary Transfer Interview Arena (continued):

Special Restrictions

Re: Voluntary transfers of "hard to find" licensed teachers.

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

Full-Time Equivalent Status Change

Effective March 1, 1992, teachers who request and for whom the District has granted a status change from full time to part time shall be assured a return to an equivalent (full time) position if the part-time status is maintained for one year or less (unless extended to the end of the school year by the Human Resource Department). This provision is void if the teacher is affected by staff reduction process. NOTE: The District has no obligation to grant requests for movement from full-time to part-time status.

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

If part-time status extends beyond one year at teacher’s request, there are no guarantees, claims or rights to full-time status.
Voluntary Transfer Interview Arena (continued):

Term:

This is the full understanding of the parties regarding transfer procedures. This Memorandum shall expire on December 31, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Superintendent of School

Negotiations/Labor Relations Manager

Negotiations/Labor Relations Assistant Manager

SAINT PAUL FEDERATION OF TEACHERS LOCAL NO. 28

President

Business Agent

Date
MEMORANDUM OF UNDERSTANDING

Discipline

This Memorandum of Understanding is by and between the Board of Education, Independent School District No. 625, (hereinafter "Employer"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Union"). It is entered into for the sole and exclusive purpose of establishing, for a specified and limited period of time (defined as a trial) which shall conclude on December 31, 1997, a teacher discipline procedure, described herein.

This Memorandum shall be effective from January 1, 1996, through December 31, 1997, and shall expire on that date without further obligation for continuation on either of the parties. Disciplinary actions commenced prior to December 31, 1997, will be considered subject to this process, and will be completed under its provisions.

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

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

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

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

Subd. 2. Discharge actions are governed by requirements of Minn. Stat. § 125.17 for teachers.

SECTION 3. When disciplinary action above the level of oral reprimand, pursuant to this Article, is anticipated, or an investigation preceding possible disciplinary action is undertaken, a meeting will be scheduled by the supervising administrator to review the matter. The teacher shall be provided written or oral notice of such meeting, and shall be entitled to Union representation.

Subd. 1. If the Employer’s intent is to suspend without pay, or to discharge an employee, the employee will, prior to implementation of such action, be provided an opportunity to meet with the supervisor who will make the final determination, and to present his/her position in the matter. The employee is entitled to have Union representation.

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

SECTION 4. Disciplinary actions, except for oral reprimand, are subject to review through the grievance procedure of the Labor Agreement. This includes the possibility of arbitration of discharge action, pursuant to Minn. Stat. § 125.17. There is no appeal or review of oral reprimand.

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

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

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

Term: This is the full understanding of the parties regarding discipline procedures. This Memorandum shall expire on December 31, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 625

[Signatures]

Chair, Board of Education

[Signatures]

Superintendent of School

[Signatures]

Negotiations/Labor Relations Manager

[Signatures]

Date

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

[Signatures]

President

[Signatures]

Business Agent

[Signatures]

Date

1/22/95

INDEPENDENT SCHOOL DISTRICT NO. 625

[Signatures]

Date

12/22/95

Negotiations/Labor Relations Assistant Manager

[Signatures]
This Memorandum is by and between the Board of Education, Independent School District No. 625, Employer (hereinafter "District"), and the Saint Paul Federation of Teachers Local No. 28, exclusive representative for teachers in the Saint Paul Public Schools (hereinafter "Federation" or "Union"). It is entered into for the sole and exclusive purpose of establishing a plan in which certain teachers represented by the Federation may elect to participate in the Minnesota State Deferred Compensation Plan, and may become eligible for some amount in matching contribution by the District.

PLAN:

Subd. 1. Eligibility: A teacher actively employed and appearing regularly on the payroll, who has, no later than thirty (30) days prior to inception of the plan as provided in Subd. 3, signed up for participation in the Minnesota State Deferred Compensation Plan, and meets the federal and state requirements for participation, and who is not, throughout the plan year, a recipient of Employer paid premium contribution for dependent coverage in health insurance, will be eligible for District contribution to his/her deferred compensation account as described in Subd. 2 below.

Subd. 2. The District will:

• set aside in its 1995-96 budget funds an amount not to exceed $350,000 for the purpose of contributions to such accounts. This is the maximum total financial contribution by the District for all participating teachers. The District’s contribution will be made on or within thirty (30) days after June 30, 1996. Any subsequent matching payment or payment date will be determined only by negotiation of a successor agreement.

• set aside in its 1996-97 budget funds an amount not to exceed $355,000 for the purpose of contributions to such accounts. This is the maximum total financial contribution by the District for all participating teachers. The District’s contribution will be made on or within thirty (30) days after June 30, 1997. Any subsequent matching payment or payment date will be determined only by negotiation of a successor agreement.

• match the employee’s contribution on a dollar-for-dollar basis to a maximum per participating teacher of $400 per year, such amount to be subject to reduction by proportionate allocation if the potential costs for the match exceed a grand total (all funds) of $350,000 in 1995-96, or $355,000 in 1996-97. This means that if the potential costs for the match exceed the allotted maximum, then each participating teacher would receive a prorated percentage of the allowable $400 amount in matching contribution by the District.

• Subject to provisions of this Subdivision regarding prorated contribution, the District will match the employee contribution only if:

1 ) the employee has been in active service throughout the plan year and
2 ) the employee has not been a recipient of Employer paid health insurance premium contribution for dependent coverage throughout the plan year.

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Subd. 3. The parties further agree that:

- implementation of such a plan will require development by the District of rules and procedures to assure its operation within federal and state law. District will develop such rules/procedures and provide information to the Union and to teachers prior to inception of the plan, and

- inception of this plan shall occur no later than March 1, 1996, and

- the teacher, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

Subd. 4. Finally, the parties agree that all aspects of this plan are subject to federal and state laws and regulations, and its implementation must be consistent with such laws and regulations. The District reserves the right to make modifications in the plan if it appears that the plan is in danger of violating law, discrimination requirements, excess contribution limits, or requirements of the Internal Revenue Code. Such modifications shall not obligate the District beyond the $350,000 maximum total amount identified in Subd. 2) herein, for the 1995-96 fiscal year, or the $355,000 maximum total amount identified for the 1996-97 year.

Term:

This is the full understanding of the parties regarding the deferred compensation plan. This Memorandum shall become effective January 1, 1996, and shall expire concurrent with the 1995-97 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Superintendent of School

Negotiations/Labor Relations Manager

12/22/95

Date

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

President

Business Agent

Date

Negotiations/Labor Relations Assistant Manager

12/22/95

Date
STATEMENT OF UNDERSTANDING

Peer Assistance and Review

The Board of Education and the Federation have supported and developed collaboratively, programs for peer assistance to teachers and for mentoring of teachers by teachers. These activities are monitored by a committee of representatives appointed by the Federation and the District administration. Program reports are presented annually to the Professional Issues Committee.

This Statement of Understanding shall be in effect for the duration of the 1995-97 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Superintendent of School

Negotiations/Labor Relations Manager

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

President

Business Agent

Date

Negotiations/Labor Relations Assistant Manager

Date

12/22/95
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