

**SAINT PAUL PUBLIC SCHOOLS
PROPOSAL #9
November 16, 2023**

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 5. PROCEDURES: **BUILDING REDUCTIONS AND PLACEMENT PROCESS**

Subd. 1. Building Reductions: When staff reductions occur at a building, department or program, a more senior teacher may volunteer to be displaced and added to the placement list. The least senior teacher in the specific licensure area/department or program shall be cut from the building, department or program in the event that a more senior teacher(s) declines the option of volunteering to be displaced from the building, department or program.

Subd. 2. Teachers within the building, department or program being reduced shall be placed on the placement list in the inverse order of their seniority.

For a full-time teacher assigned in more than one location, ~~his~~ **their** 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. 3. Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be displaced by a more senior teacher who does not possess Montessori certification. Licensed Staff currently assigned to specialist positions not requiring Montessori certification at these schools will be displaced according to the normal process called for by this Agreement if staff reductions occur.

Subd. 4. Teachers who are assigned at an identified immersion or immersion articulation school and are in a position that requires fluency in a specific language may not be displaced by a more senior teacher who does not possess adequate fluency in the language required by the program. Non-fluent staff currently assigned to one of the above immersion schools shall not be required to attain fluency as a condition of continuing in their assignment; and will be displaced according to the normal process called for by this Agreement if staff reductions occur.

Subd. 5. Teachers who teach in identified American Indian Studies programs and articulation programs and who hold a valid Minnesota teaching license and the Eminence Credential of American Indian Language and Culture or a minor in American Indian Studies or its equivalent may not be displaced by a more senior teacher who does not possess the license or criteria. The equivalent shall include demonstration of education in the areas of American Indian literature, American Indian treaties and sovereignty, historical/cultural trauma (mental health, substance abuse, diabetes), Ojibwe teachings/Lakota virtues, and cultural etiquette and previous experience working with American Indian communities. Teachers who do not possess the license or criteria will be displaced according to the normal process called for by this Agreement if staff reductions occur.

Subd. 6. Teachers shall have filed with the Human Resources Department a current address, telephone number, and e-mail address. Inability of the Human Resources 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 by Human Resources no later than May 30th.

Subd. 7. Matching Session/Placement: Teachers who have been placed on the placement list and have not secured a position through the Interview and Selection (I&S) Process shall participate in

a Matching Session to secure a position that the teacher/licensed educator believes is the best match for them for the upcoming school year. Teachers will be provided with access to a list of known vacancies prior to the matching session. ~~shall be provided a list of known vacancies within the District. The list of vacancies will be mailed~~ **provided** no later than July 1. **Teachers who for some reason are unable to attend the matching session may submit their list in** ~~The teacher shall indicate from this listing her/his~~ **priority of preferred assignments for which she/he they are** is qualified as defined in this article.

Teachers will interview with sites during the matching session to secure a position. Both the site and the teacher shall agree that a match has been made. As teachers accept a position, they will verify that a match has been made with Human Resources.

Subd. 8 ~~The reassignment of teachers requiring placement shall be made by using their expressed preferences by order of seniority within the further limitations of this subdivision.~~ **A teacher who does not make a match during the matching session will claim a vacancy in order of seniority for any remaining position in their licensure area.**

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

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

Subd. 49. Right to Return: 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 Resources Department. Such option must be exercised by the teacher at the time **they are contacted by** Human Resources Department ~~contacts the teacher.~~ The same return option may apply through the ~~first full week in September~~ **end of July**, subject to the consent of the receiving supervisor. **The teacher must have a current valid license required for the position that reopens.**

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

Subd. 610. Administrative Transfers: Administrators of programs which have need for teachers with special interests or abilities in addition to licensure ~~Ler~~ 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. The district has the managerial right to administratively transfer teachers to the transfer list. This right may only be exercised prior to May 15. Exceptions to this deadline may be made in exigent circumstances subject to the approval of the District and the Federation.

~~Subd. 711. In the event that 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. The district has the managerial right to administratively transfer teachers to the transfer list. This right may only be exercised prior to May 15. Exceptions to this deadline may be made in exigent circumstances subject to the approval of the District and the Federation.~~

Subd. 8 12. A teacher may volunteer to be considered for the placement process by so advising ~~the~~ Human Resources ~~Department~~ in writing prior to March 1. No such volunteer, if accepted and listed for transfer, may then withdraw from such process for that school year, except with the approval of ~~the~~ Human Resources ~~Department~~.

Subd. 913. School Closing/Consolidation: 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 transfers under the provisions of this section, in the following manner:

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

913.2 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.

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

- (a) The transfer volunteer shall have the opportunity for interview with the principal of the other (receiving) school(s) involved in the merger, if requested, with the understanding that the District has no obligation to assign the transfer volunteer to that school.
- (b) If the transfer volunteer is not assigned to another school involved in the merger, that teacher's name shall be placed on the transfer list, and the same rights shall pertain as those of other teachers so listed.
- (c) The transfer volunteer shall have waived any right to reclaim a position in the school to which the teacher was originally assigned. However, if a position is open in that school, the teacher shall have the rights provided in the other provisions of this section.

Subd. 104. Tiered Licenses. In 2017, the State of Minnesota enacted new teacher licensure categories requiring less rigorous teacher preparation, less professional experience, and fewer qualifications. In order to ensure that students in the St. Paul Public Schools with the greatest needs receive the highest quality education, no more than 2% of total district teachers shall hold a Tier 1 Minnesota teaching license. These levels will be reviewed by January 15, in each academic year.

This has changed again. With changes to tenure rule and permitting out of state teachers, this percentage may not be viable since PELSB won't provide reciprocity.

SECTION 6. PROCEDURES: LAYOFFS

Subd. 1. Layoff of teachers shall be made in the inverse order of seniority within the departments and/or programs in which they have been employed. **Probationary teachers/licensed educators may be retained outside of seniority order based on performance.** No qualified teacher shall be laid off if there is any other like qualified teacher with less seniority in the same program or department, **provided the qualified teacher has satisfactory performance evaluations and is not on a performance support plan.**

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

Subd. 3. Any teacher laid off pursuant to these provisions may engage in teaching or any other occupation during the period of such layoff and may be eligible for unemployment compensation if otherwise eligible by statute for such compensation without loss or reduction of reinstatement rights

except as provided within this article. Layoff shall not result in the loss of seniority earned provided reappointment occurs within 39 months of the effective date of layoff.

Subd. 4. In the event that lay-offs occur and there are vacancies that require either a Montessori certification, language fluency at an identified immersion or immersion articulation school/strand or licensure and Eminence Credential of American Indian Language is required, teachers possessing these credentials shall not be displaced by a more senior teacher and will be placed into a position in order of seniority if there are multiple teachers possessing the required certification, licensure or credentials.

~~Subd. 4. Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be displaced by a more senior teacher who does not possess Montessori certification. Licensed Staff currently assigned to specialist positions not requiring Montessori certification at these schools will be displaced according to the normal process called for by this Agreement if staff reductions occur.~~

~~Subd. 5. Teachers who are assigned at an identified immersion or immersion articulation school and are in a position that requires fluency in a specific language may not be displaced by a more senior teacher who does not possess adequate fluency in the language required by the program. Non fluent staff currently assigned to one of the above immersion schools shall not be required to attain fluency as a condition of continuing in their assignment.~~

~~Subd. 6. Teachers who teach in identified American Indian Studies programs and articulation programs and who hold a valid Minnesota teaching license and the Eminence Credential of American Indian Language and Culture or a minor in American Indian Studies or its equivalent may not be displaced by a more senior teacher who does not possess the license or criteria. The equivalent shall include demonstration of education in the areas of American Indian literature, American Indian treaties and sovereignty, historical/cultural trauma (mental health, substance abuse, diabetes), Ojibwe teachings/Lakota virtues, and cultural etiquette and previous experience working with American Indian communities.~~

~~Subd. 7. Subdivisions 4 and 5 of this section shall sunset upon ratification of the 2015-17 teacher contract unless the parties mutually agree to extend or modify these subdivisions. The District will provide the Federation a list of the identified Montessori, Immersion and American Indian Studies Programs by December 15 of each school year.~~

SECTION 7. PROCEDURES: REINSTATEMENT FROM LAYOFF

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

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

1.2 ~~The Human Resources 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 Resources Department~~, in writing, within 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 Resources ~~Department~~, cannot be revoked or withdrawn by the teacher.

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

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

Subd. 3. Offers of reinstatement shall be made to teachers on layoff in seniority order, beginning with the greatest seniority, **except in those situations where vacancies require either a Montessori certification, language fluency at an identified immersion or immersion articulation school/strand or licensure and Eminence Credential of American Indian Language is required. In these instances, teachers possessing these credentials may be recalled to a position ahead of a more senior teacher who does not meet the stated credentials.**

Subd. 4. Whenever a teacher is temporarily separated from the District by reason of layoff, it is the obligation of the teacher to inform ~~the~~ Human Resources ~~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 Resources ~~Department~~ with a current address and telephone number. When the proper information is received, if the teacher is still within the 39-month recall rights period, then that teacher's name will be restored to the appropriate remaining layoff list in appropriate order. No teacher already recalled shall be displaced.

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

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

6.1 Refusal of an offered position because a teacher is otherwise gainfully employed by verified contract shall be permitted within these specified conditions. A teacher who is gainfully employed by contract may retain a right to later recall consideration, by delivering to the District and the Federation, 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 39 months after the effective date of the layoff.

