

**SAINT PAUL PUBLIC SCHOOLS  
PROPOSAL 1T  
ARTICLE 15  
5/29/2025**

**Licensed Contract  
Provisions for ESL LCD Teachers**

RATIONALE: Students qualifying for LCD services have the right to this service delivered by a qualified teacher who is licensed in K-12 ESL by PELSB, and who also meets additional requirements of having cultural competence to work with Latinx students and families and an advanced level of proficiency in the Spanish language. LCD positions are a part of the overall EL teacher allocation; resultantly, when reductions happen, it is possible that this person would be moved as a result of a staffing adjustment based on seniority. Because LCD titled teachers require Spanish proficiency, when an LCD EL teacher is moved due to seniority, there is not necessarily another EL Teacher staff member there that could fulfill these duties. This proposal contains language updates in Article 15, Section 4, Subd, 4; Article 15, Section 7, Subd. 8, and Article 15, Section 8, Subd. 3.

**ARTICLE 15: ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION**

**SECTION 4, Subd 4. Exemptions from Staff Reductions in Specific Programs or Buildings**

4.1 A teacher in a non-classroom position such as a curriculum coordinator or school-wide enrichment teacher, whose position has been eliminated will have the right of reassignment to a classroom position within their current building on the basis of their seniority. Non-classroom positions and building specialist positions assigned by the principals or filled through a posting and interviewing process are not open to seniority bumping.

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

4.3 Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be reduced in the event that their license area is impacted by staff reduction 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 reduced according to the normal process called for by this Agreement if staff reductions occur.

4.4 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 reduced in the event that their license area is impacted by staff reduction by a more senior teacher who does not possess 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 reduced according to the normal process called for by this Agreement if staff reductions occur.

4.5 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 reduced in the event that their license area is impacted by staff reduction 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 reduced according to the normal process called for by this Agreement if staff reductions occur.

**4.6 ESL Teachers serving in Latino Consent Decree (LCD) roles may not be reduced in the event that their license area is impacted by staff reduction by a more senior teacher who does not possess the required linguistic fluency in Spanish and cultural competency in Latinx cultures. ESL teaching Licensed Staff currently assigned to non-LCD positions will be reduced according to the normal process called for by this Agreement if staff reductions occur.**

SECTION 7. 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 [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. 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 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. Educators hired into the Licensed Staff Contract with previous experience earned in employment with the Saint Paul Public Schools as an Educational Assistant shall use their date of overall district seniority for purposes of layoff under Article 15. Section 6.

**Subd.8. ESL Teachers who teach in a Latino Consent Decree ESL teaching role who hold a valid Minnesota K-12 ESL teaching license may not be displaced by a more senior teacher does not hold the linguistic and cultural qualifications for the LCD role.**

## SECTION 8. 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 Human Resources 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.”

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

### SECTION 8. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

1.3 A teacher may advise Human Resources, in writing, within 30 days after the effective date of layoff that **they** waive all recall rights in a specific (named) licensure **they** hold. 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 Human Resources, 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, **Spanish fluency and Latinx cultural proficiency for a ESL LCD role**, and Eminence Credential of American Indian Language is required. In these instances, teachers possessing these credentials may be recalled in order of seniority 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 Human Resources 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 Human Resources 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 **they** 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.