

**SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL 9
October 28, 2021**

SPECIAL EDUCATION RELATED PROPOSALS

TEACHER CONTRACT

ARTICLE 14. TEACHERS' BASIC CONTRACT YEAR AND TEACHERS' DAY

SECTION 4. PREPARATION/PLANNING TIME PROVIDERS.

Subd. 5. Special Education Preparation/Planning Time

Teachers may request assistance of a substitute teacher for support as needed to help relieve excessive workloads or to meet impending deadlines. Special education licensed service providers shall be provided at least one half-day per month to complete paperwork or conduct student assessments. At the discretion of the teacher, this time may be taken in one half-day per month increments or in whole day increments every other month or in some combination. Scheduling of such time shall be by mutual agreement between the teacher and the principal and shall be in addition to preparation time. Teachers who, as of the signing of this agreement, are currently provided time in excess of the one half day per month will continue to receive such time unless a change is mutually agreed to between the administrator and the teacher.

The District shall allow for teachers to request additional paperwork days to work on IEP, Progress Reports and Evaluations based on the timelines set forth by the Minnesota Department of Education. This request will be in addition to the current contract language of half day paperwork day per month of full day paperwork day every other month.

When a paperwork day/half-day is denied or a teacher is called back to the classroom due to a lack of substitute coverage and the time cannot be taken within a week, the teacher will be paid for each hour of the missed paperwork day. The hourly pay rate will be the loss of prep rate in Appendix D.

Beginning in the 2022-2023 school year, special education teachers will be scheduled 90 minutes of due process prep time each week, in addition to preparation time outlined in Article 14. These minutes can be split into increments of 30 minutes or more.

ARTICLE 27. SUPPORT FOR SPECIAL EDUCATION STUDENT LEARNING

SECTION 1. ~~For the 2020-2021 School Year,~~ **STAFFING PARAMETERS.** The district will follow the staffing parameters for special education below. *The parties agree to meet regarding specialized programs that do not fit the model ~~above~~-below and discuss appropriate staffing (moved from below the chart).*

Federal Setting	Caseload	Special Ed. Staffing*
ECSE 3-6 year olds - self-contained Classroom	6-8 students per Classroom	1 ECSE teacher 2 additional special education staff
ECSE 3-6 year olds, teachers providing supports in inclusive or natural settings	12-16 students case managed	Special education teams may include an ECSE teacher and related services staff. Para support will be determined based on IEP needs.
Federal Setting I & II Elementary**	17-19 weighted student numbers case managed	1 Special Education Teacher Para support will be determined based on IEP needs.
Federal Setting I & II Secondary**	18-22 weighted student numbers case managed	1 Special Education Teacher Para support will be determined based on IEP needs.
Federal Setting III - DCD/ ASD /DHH	6-9 students	1 special ed. Teacher 2 additional special education staff. Plus a floater special education staff for every 2 classrooms to support breaks, lunches, etc.
Federal Setting III - EBD (self contained)	8-10 students	1 special ed. Teacher 2 additional special education staff Plus a floater special education staff for every 2

		classrooms to support breaks, lunches, etc.
Speech Language Pathologist Staffing***		
FTE	Elementary Staff	Secondary Staff
1.0	35-40	41-45
Occupational Therapist Staffing***		
FTE	Elementary Staff	Secondary Staff
1.0	35-40	40-50
Physical Therapist Staffing***		
FTE	Elementary Staff	Secondary Staff
1.0	35-40	40-50
School Social Workers for Special Education students who have SSW services on their IEP*** (moved from Article 26)		
<i>FTE</i>	<i>Elementary Staff</i>	<i>Secondary Staff</i>
1.0	35-40	40-45

* To ensure that special education teachers have paraprofessional support, the district agrees to following MN Rule 3525.2340, ~~as well as honor the MOU titled: *Special Education Caseloads and Supports*~~. In self-contained classrooms where there are students with different service levels, the staffing numbers outlined in the Minnesota Rule that meet the students with the most needs will apply.

When a concern is raised about the student-to-staff ratio in a specialized classroom, a review process will be commenced. This process will apply a ratio calculator whose algorithm is based on the caseloads in the MN rule and accommodates for the variability of disabilities and federal levels within the specialized classrooms. This information will be used to guide if greater staff allocation and/or capping class enrollment is needed. (Moved from Section 2)

****When creating caseloads for Federal Setting 1 and 2 teachers (who are not itinerant) and co-teachers serving students with EBD, the following weights will be applied to students based on the time required to meet student needs:**

Amount of Service (general and special education minutes)	Weight
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Less than 79 minutes of service/day	1
79-119 minutes of service/day	2
120 or more minutes of service/day	3

****Determining Special Education caseloads for Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers will include considering the direct services minutes, indirect services minutes, evaluation and reevaluation time, IEPs managed, travel time, and other services required in the IEPs of eligible students. The district will formalize this process to align with statute so that the appropriate caseload for an individual therapist will take these factors into consideration. (Moved from Section 2)*

~~In addition, during the 2020–2021 School Year a committee will be formed. The parties will meet to review data and develop caseload and workload parameters used for staffing for the 2021–22 School Year. The~~ **The parties agree to continue caseload and workload committees to set up caseload and workload parameters. The committees** will include representation from the district and SPFE including Special Education Teachers serving students in Federal I, II, III, and IV settings, ECSE Educators, Educators from transition programs, Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers. The parties agree to meet, at a minimum, monthly starting in September 2020 with the goal of reaching an agreement on new caseload/workload parameters ~~for the 2021–2022 school year by April 1, 2021.~~ Any new agreements reached will be used to recommend future contract language.

SECTION 2. STAFFING PARAMETER EXCEPTIONS. The parties acknowledge that circumstances could arise where exceptions to the above staffing parameters may be made. If either party wishes to request an exception, the parties, including the impacted staff, will meet to discuss the circumstances and put any agreements regarding an exception into writing. If an agreement cannot be reached and staffing parameters are out of compliance, the dispute will move to Step 2 of the grievance process.

SECTION 3. BEST PRACTICES AND OTHER SPECIAL EDUCATION CLASSROOM CONSIDERATIONS *(moved from Section 1)*

1. Best Practices. Placement, school administrators, and staff should make every reasonable effort to ensure that students in special education are placed in classrooms with similar aged classmates. If a teacher feels such efforts were not reasonable; the matter shall first be discussed with the building administrator and the special education supervisor. If not resolved, the issue may be discussed at the next Special Education Professional Issues Committee (SPED PIC) or at the regular Professional Issues Committee, whichever comes first. Common scheduling of mainstream classes should be used to maximize paraprofessional support.
2. Open SPED Classroom Teaching Positions. The priority for staffing is filling building level special education teacher positions. Current SPPS special education teachers who are hired into coaching roles will not transition until their classroom position is filled.

3. Co-Teaching. Consistent with the co-teaching model adopted by the District, no co-taught class with students receiving IEP academic and behavioral special education services shall contain more than 1/3 special education students. Placements in co-taught settings should be appropriate for each individual student, and allow for the least restrictive environment in accordance with the IEP team decision.
4. **Substitutes. The district agrees to maintain a substitute pool for itinerant DHH teachers, music and art therapy teachers.**
5. **New Special Education classrooms. When a special education program is new to a building, the district will provide the school and teachers a budget for setting up the classroom to meet the student needs.**
6. Nothing in this agreement is intended to supersede other agreements regarding staffing for specific special education programs such as the Bridge View School or Birth to Three Program.

SECTION 2. REGARDING: SPECIAL EDUCATION CASELOAD AND SUPPORTS

~~Saint Paul Public Schools (SPPS) is committed to providing a premier education for all students with disabilities to reach high outcomes. Federal laws and Minnesota statutes provide both directives and guidance to school districts regarding the special education services, processes and staffing to be provided by special education departments. Modified in 2015, the MN statute includes considerations for caseload that includes disability, Individual Education Plan (IEP) Federal setting, and workload limits. This statute builds in and accommodates for the greater and multiple needs of the range of students with IEPs.~~

~~The SPPS special education service delivery model is based on the needs of the students. There are EBD, ASD and DCD specialized classrooms as well as resource special education services. Many of these are cross-categorical (For example, an EBD Specialized classroom may have students with EBD, OHD and TBI enrolled.). In addition, students may have IEPs with different federal settings in the same class or a special education teacher may have students with IEPs with differing federal settings on her/his caseload. Given the service delivery model to allocate staff and determine caseloads the district will:~~

- ~~• Apply the Minnesota Statute 3525.2340 (Caseloads) that identifies the staffing ratios for students with disabilities based on disability and IEP federal levels. (This rule is part of the MN Rules for "Children with a Disability" which considers all of the needs of the students.)~~
- ~~• The district will continue to implement the Bridgeview School staffing allocations previously agreed upon. (#6 above)~~
- ~~• The EBD, ASD and DCD specialized classrooms in the general education schools may have a mix of students with Federal 3 and Federal 2 IEP settings. When a concern is raised about the student-to-staff ratio in a specialized classroom, a review process will be commenced. This process will apply a ratio calculator whose algorithm is based on the caseloads in the MN rule and accommodates for the variability of disabilities and federal levels within the specialized classrooms. This information will be used to guide if greater staff allocation and/or capping class enrollment is needed. (Moved to Section 1)~~

- ~~A work group will be formed to review the caseload determinants that includes federal setting level, behavior, personal care needs and other needs specific to ASD, DCD, and EBD specialized programs. This group will include at least one teacher from each ASD, DCD, and EBD specialized program to make recommendations for September 2018.~~
- ~~The district commits to allocating a floater special education staff to support students with special needs in the 23 elementary schools that currently have ASD, DCD and EBD specialized programs. Any new elementary site that opens a specialized classroom in the future will also receive a floater allocation. Thirteen of the 23 FTEs will be Educational Assistants. Decisions on assignment of the Educational Assistants to an elementary or secondary site will be based on the programmatic needs at a school. On chart~~
- Determining Special Education caseloads for Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers will include considering the direct services minutes, indirect services minutes, evaluation and reevaluation time, IEPs managed, travel time, and other services required in the IEPs of eligible students. The district will formalize this process to align with statute so that the appropriate caseload for an individual therapist will take these factors into consideration. (*Moved to Section 1*)
- ~~A time study will be conducted during the 18-19 school year to help inform the implementation of the responsibilities in order to guide caseloads for 19-20 school year. A committee will be formed to determine the factors of the time study. The committee will include representation from Occupational Therapists, Physical Therapists, Speech Language Pathologists and School Social Workers (elementary, middle and high school).~~

Additional supports for special education staff to complete their responsibilities will include:

- ~~Providing Special Education licensed service providers at least one half day per month to complete paperwork or conduct student assessments as agreed to in the Memorandum of Agreement in the 2015-2017 contract.~~
- ~~Develop a working group to review I make recommendations for report cards for students in the DCD and ASD specialized classrooms who are enrolled in special education core content classes.~~

~~The Parties agree to submit any disputes not resolved after step three of the grievance process to grievance mediation and reach a resolution through grievance mediation.~~

SECTION 4. ITINERANT SPECIAL EDUCATION STAFF (NEW SECTION)

- 1. Caseloads for itinerant special education staff servicing special education students will be determined using a calculator that takes into account, at a minimum, student service minutes, travel, consultation time, due process prep time, prep time, lunch, and team and staff meetings the staff person is responsible for. The Federation and the District will agree on the calculator specifics by May of the previous school year at the Special Education PIC meeting.**
- 2. Each school that has itinerant staff coming and going during the school day will provide designated parking spots for those staff. Itinerant staff will have parking permits on their vehicle to indicate they are allowed to use the parking space. The**

number of parking spots designated for itinerant staff will be determined on the itinerant staff schedules for the building--the highest amount of itinerant staffing on site at any given time will be the number of spots left available for parking.

- 3. Itinerant staff schedules will include the travel time (i.e. per google maps or other mapping program) plus fifteen (15) minutes for each trip to get between two locations.**
- 4. Itinerant staff will consult with their lead to set a schedule with a set start time and end time to define their work day. The schedule will meet the same amount of hours as a school day schedule for licensed staff assigned to buildings or seven (7) hours. The start and end times may not necessarily match those of a school, but should allow for the itinerant staff to meet the needs of all of the schools they are serving.**
 - a. Itinerant staff will not be required to attend more than four before or after school meetings per month.**
 - b. Itinerant staff will have the same expectations for parent-teacher conferences as outlined in Article 14, Section 3. Virtual conferences will be permitted to maximize conference time availability for staff.**
- 5. Itinerant staff will be provided with an office or permanent classroom space within at least one of the buildings where they serve students.**

Educational Assistant Contract Proposals

ARTICLE 14. BASIC PAY RATES

14.3.4 Sign language interpreters, upon verification of completion of appropriate certification as per M.S.

~~§125-1895~~ **M.S. 122A.31**, are eligible to advance fifteen (15) units on the salary schedule. **For EIPA certification this shall mean having achieved the certification with a score of a minimum of 4.0 ~~3.5 or above.~~**

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

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

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

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

14.3.4.5 Educational Assistant deaf/blind interveners who are required to receive training upon time of hire will be reimbursed the cost of the training.

14.7 Special Education School Course. This duty may be assigned to the employee's work schedule at the discretion of the District. Every attempt will be made to first assign this duty to a member of the teacher assistant bargaining unit. If no teaching assistant is available to perform bus duty, the assignment will be offered first to the most senior special education educational assistant whose assignment would accommodate this duty. **ASL interpreters shall not be assigned to bus duty under any circumstance.**

ARTICLE 21. LABOR MANAGEMENT COMMITTEE

21.3 Sign Language Interpreter Professional Studies. Each year, the District shall fund up to ~~\$2,000~~ **\$5000** for professional studies training scheduled during a non-student contact day, to be counted toward the recertification process for sign language interpreters. The trainings will be planned and organized by the SPFE leadership and members with assistance by SPPS staff for permits, location, and necessary logistics. SPFE can apply up to \$100 of the ~~\$2,000~~ **\$5,000** toward the planning and organizing efforts for the day.

Memorandum of Agreement

The parties agree to convene an EA Labor Management Committee to review and update the job descriptions for staff who use ASL, deaf/blind interveners, DHH/BVI 1:1, ASL interpreters, captionist, braillists, audiology assistant, or any other EA that supports DHH/BVI students.