

**DISTRICT - Saint Paul Public Schools
 PROPOSAL #13_TEACHERS
 October 28, 2021**

District proposes to delete Class Size MOA from the contract. The District has not seen predicted outcomes based on the rationale put forth by the Federation. The reduction in class size has not resulted in increased enrollment, improved student academic performance or noticeable improvement in student behavior. The District is unaware of data to support the continuation of this language.

MEMORANDUM OF AGREEMENT

Regarding: Class Size

District Policy 101.00 (Racial Equity) obligates the District and Federation to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Class sizes in elementary will, on average, per grade level in each school, be within the class size **average** indicated below and will not, in any individual classroom, exceed the cap designated below. The class size, on average, for secondary teachers for 6-8 or 9-12 shall not exceed the average and shall not, in any individual classroom or class period, exceed the cap designated below. The following content areas in secondary schools shall not be subject to these limits: Vocal Music and Instrumental Music.

Top 30 SPPS sites with the highest F/R %.*	<u>Average/Teacher</u>	Cap
PreK	20	20
K	24	25
1-3	25	26
4-5	28	30
6-8	34	36
9-12	36	38
Remaining SPPS sites		
PreK	20	20
K	26	27
1-3	27	28
4-5	29	31
6-8	36	38
9-12	38	40

*Any schools that are tied for the final spot shall all be included.

In certain programmatic circumstances, e.g. Science Labs, building administrators will support a safe and effective learning environment by utilizing various strategies to reduce the number of students working in lab on a given day. A possible solution:

- A teacher could split their class, with one half in the lab and the other half working on other material under the supervision of a teacher or a substitute teacher.
 - If teachers volunteer to participate, the principal will compensate the teachers for a lost prep period to work with a portion of the class not doing lab work that day.
 - Principals could hire a substitute teacher for the two days to work with the portion of the class not doing lab work that day.

Memorandum of Agreement: Class Size (contined)

Class Size Committee

The parties acknowledge that circumstances could arise where exceptions to the above class size averages or caps may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level classes. If class sizes are approaching or exceeding class size averages or caps a committee shall be formed. The committee shall be composed of the following members:

- The school's principal
- Assistant Superintendent-(if not able to attend, the Asst. Supt. will appoint a representative to attend)
- A teacher from an affected classroom or other staff in the affected license area
- The building steward OR another licensed staff person appointed by the Federation
- Two (2) parents, to be appointed by the school's PTA or PTO (If there is no active PTA or PTO, the parents will be appointed by the principal and the building steward. If the principal and steward are unable to agree on two parents to appoint, the principal will appoint one parent and the steward will appoint the other.) Lack of parent involvement will not preclude the committee from developing recommendations.

The committee shall meet as needed to review class size data for the classes approaching or exceeding class size averages. In circumstances where exceptions to the agreed upon cap are necessary, due to the reasons listed above, the committee shall determine strategies to provide additional classroom supports, other mitigation strategies, and make recommendations to Student Placement on long-term strategies.

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

When additional support staff need to be added based on any of the preceding paragraphs, the assignment or new posting will take place within five school days of the classroom exceeding the cap. Placement of newly identified support staff must take place within 20 school days of the posting, contingent upon candidate availability. If a support staff is not hired within 25 work days a short term teacher substitute will be placed into the classroom pending the assignment of the support staff.

Teachers will not be asked to exceed these limits individually. The issue must be brought to the class size committee for resolution.

Enforcement

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.

The parties agree to submit any disputes not resolved after Step Two of the grievance process to grievance mediation and reach a resolution through grievance mediation.

District Class Size Committee

The District Class Size Committee, made up of equal, joint membership of **SPFE** and **SPPS**, will convene.

Memorandum of Agreement: Class Size (contined)

This committee will provide the Superintendent with programmatic recommendations to address classes/sections that exceed class size caps.

The committee will meet to decide the best way to assess the impacts of class size. Possible areas of impact study might be the following:

- Student Achievement - What measurable and relevant impacts has class size had on the achievement of students in the district.
- Fiscal Resources - What measurable and relevant impacts has class size had on the financial health of the district.
- Enrollment - What measurable and relevant impacts has class size had on the enrollment of the district.

This Memorandum of Agreement shall be in effect for the duration of the 2019-21 labor agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF EDUCATOR
LOCAL NO. 28

Chair, Board of Education

President

Executive Director of Human Resources

Organizer

Assistant Director, Employee/Labor Relations

Organizer

Date

Date