

Special Education Memorandum of Agreement

BETWEEN

Saint Paul Public Schools

AND

Saint Paul Federation of Educators

WHEREAS, the recent outbreak and spread of coronavirus (COVID-19) has prompted many necessary changes for school districts and educators for the 2020-2021 school year; and

WHEREAS the District and the Union agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

WHEREAS the district will be providing distance learning to students to maintain educational continuity;

NOW THEREFORE, be it resolved; that for the time period in which the district is operating distance learning plans only, the following language supplements the language in the collective bargaining agreements and Memorandum of Agreements for licensed staff/teachers, educational assistants, and school and community service professionals working in Special Education in SPPS:

1. Special Education Services

- a. The Federal and State Government has not reduced any legal requirements in special education for any of the three models identified in Minnesota: distance learning, hybrid learning, or in person.
- b. In a distance learning environment, the district is required to follow Federal and State requirements to ensure students receive a Free Appropriate Public Education (FAPE). Special educators write Individualized Family Service Plans (IFSP) and Individualized Education Plans (IEP) and Contingency Learning Plans that provide FAPE. The IFSP/ IEP team decides what is FAPE and has written agreement with parents/ guardians regarding both direct and indirect services. Direct special education services can be both synchronous and asynchronous and considered a methodology that is discussed at IEP/IFSP meetings but not part of the IEP/IFSP plan. Special educators must fully implement services outlined in agreed upon IFSPs, IEPs, and Contingency Learning Plans.
- c. During a distance learning and/or hybrid model, documentation of communication with parents and documentation of services is a critical

piece of evidence that the educator has provided FAPE. Special educators are required to continue to document communications and services.

- d. Special educators are responsible to continue to follow and comply with all special education compliance requirements and deadlines. In recognition of the additional workload related to additional communication, contingency plans, IEP meetings, and assessments, each licensed SPED educator can submit a timecard for 8 hours of additional pay at the Instructional Assignment for Homebound rate (Appendix D of the Teacher Contract). Teachers with caseloads over 17 can request an additional hour of pay for each additional student over 17.

2. Special Education Delayed/Incomplete and Face to Face Evaluations

- a. The district is required to complete any delayed and ongoing special education evaluations. The district will increase the option of assessment tools that can be provided in a virtual manner, however, some assessments are unable to be performed virtually and face to face testing must occur.
- b. The district will provide dedicated space in buildings for face to face assessments that staff will reserve in advance. The dedicated space will contain a True HEPA air filtration unit, have cleaning protocols, cleaning supplies, and staff members will be trained prior to completing face to face assessments. Staff will have PPE as described above.
- c. The district will first ask for volunteers to be assigned to the face to face evaluation team. Staff who have requested an ADA accommodation or other accommodation to only work virtually may not be required to do face to face evaluations.
- d. The district may hire temporary teachers to support the completion of delayed and new evaluations. Additional staff will be hired to do classroom observations and/or in-person components.
- e. The district may offer current licensed SPED teachers additional assignments outside of school hours to complete assessments assigned to the evaluation team, with hourly compensation at their normal rate of pay.
- f. Teachers can request assistance with new assessments from their Special Education Coach, Supervisor, or Assistant Superintendent, who will discuss a support plan. The district will also offer compliance office hours to support teachers. Teachers may take paperwork days, as needed, per Article 14, Section 3, Subd 5 :Special Education Preparation/Planning time in the Teacher Contract.

3. Personal Protective Equipment (PPE)

- a. During distance learning, special educators will have PPE (mask, face shield, gloves) when:
 - Completing face to face assessments
- b. During a hybrid or in-person learning environment, special educators will have PPE when:
 - Providing direct or 1:1 services with students who are unable to socially distance
 - Work in the ECSE self-contained classrooms, K-12 Federal Setting III program (ASD, DCD, EBD) and/ or a Federal Setting IV Building (Bridge View, RiverEast, Focus Beyond, Journeys).
 - Home/ Child Care visits (when it is safe to do so)
- c. Special educators will have PPE (mask, face shield, gloves, and gowns) when they are supporting:
 - Hygiene/ toileting needs
 - Feeding
 - Exposed to other bodily fluids
- d. In accordance to the CDC guidelines, no face to face contact will occur if adequate PPE (and adequate amounts for changes needed throughout the work period) is not present.

4. Distance Learning Model

- a. ECSE Birth - Age 5
 - Part C: The role of Birth - 3 educators is to complete initial Part C evaluations within 45 days from referral. The role of the B-3 entrance to Part B evaluation team is to complete initial Part B evaluations before a child's third birthday. For delayed or new evaluations that cannot be completed virtually, a Part C assessment team will be developed based on staff preference to complete face to face evaluations. They will only complete the face to face portions of the assessment and write up their results. The other assessments and summary of the evaluation report will be completed by the team assigned at referral. All scheduling and transportation assistance will not be the responsibility of case managers.
 - Part B: The role of the 3-5 ECSE Evaluation team is to complete evaluations for initial eligibility for new referrals. For delayed and ongoing evaluations, a face to face assessment team will be developed based on staff preference. They will only complete the face to face portions of the assessment and write up their results. The other assessments and summary of the evaluation report will be completed by the team assigned at referral. All scheduling and transportation assistance will not be the responsibility of case managers.

- b. School Psychologists: One of the roles of a school psychologist is completing special education evaluations. To support delayed and ongoing face to face assessments, a face to face assessment team will be developed based on staff preference. They will only complete the face to face portions of the assessment and write up their results. The other assessments and summary of the evaluation report will be completed by the psychologist assigned to the building.
- c. Related Services: Due to specific licensure of related service providers (SLPs, OTs, PT, etc.), they will need to support delayed and ongoing face to face assessments. A face to face assessment team will be developed based on staff preference. They will only complete the face to face portions of the assessment and write up their results, the other assessments and summary of the evaluation report will be completed by the related service provider assigned to provide services.
- d. For all other programs/ staff and to support delayed and ongoing face to face assessments, special education TOSAs, Leads, and/or staff who do not work full time with students and/or have a low caseload will only complete the face to face portions of the assessment and write up their results. The other assessments and summary of the evaluation report will be completed by the current case manager.
- e. All scheduling and transportation assistance will not be the responsibility of case managers.

The parties further agree:

This agreement addresses the 2019-2021 collective bargaining agreement only and sets no precedent, nor shall it be introduced by either party in any proceedings as evidence of past practice.

This agreement shall be in place from the date of declared emergency on March 13, 2020 and **shall remain in place for the duration of the 2020-2021 school year, or as long as the district continues to be in Distance Learning due to COVID-19.**

The parties further agree that, due to the changing and uncertain nature of the conditions for holding school, this Memorandum may be modified by mutual agreement.

For the District:

For the Union:

Dated:

Dated: