

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**SEATTLE SCHOOL DISTRICT No. 1**  
**and**  
**SEATTLE EDUCATION ASSOCIATION**

**Special Education Model Update**

In the 2022-23 school year, the parties agree that the Special Education Task Force will continue to work on a plan of implementation to transition from our current pathways and staffing model to a more inclusive and equitable model. SEA and SPS explicitly acknowledge the inherent structured institutional racism in the current Special Education service pathways of Resource, Access, and Social Emotional Services. Accordingly, we urge the Joint Special Education Task Force to take direction from student voice and use this recognition of institutional racism as the anchor to examine the District's pathways, SPS student placement, and offering of services to move us towards our shared vision for inclusive learning environments for all students.

The task force will identify changes to institutional practices, programs, policies, and the collective bargaining agreements and identify resources, funding, and staffing which are necessary for the implementation of the following joint recommendations which came out of the work of the Special Education Task Force in the 2021-22 school year:

**Workload Calculator and UDL Assessment Tool**

1. An educator workload calculator for the *Merger* pathway that takes into consideration student SDI, progress monitoring data collection, planning and prep periods, lunch, workload calculation time, and/or any other elements deemed necessary by the task force
2. How the workload calculator results will be shared with Special Education Program Specialists and the school administrative team
3. A quarterly inclusionary practices UDL self-assessment review tool (a progress monitoring tool) that includes student voice, parent voice, and educator self-reflection. The tool used as for schools and special education teams

**Staffing/Caseload/ Adjustment Process**

1. How the workload calculator will allocate staffing to schools and when schools will be notified of the staffing. Caseloads will be capped when the available amount of contracted educator time with students is maximized across a month as determined by the workload calculator
2. What the hiring process is and timeline for increasing FTE when staffing ratios exceed staffing allocations based on students with IEPs in the *Merger* pathway
3. What the process is and timeline for shifting or reducing special education FTE when there are underages in staffing ratios in the *Merger* pathway
4. How Paraprofessionals are staffed to support students with IEPs in the *Merger* pathway
5. Staffing centralized IEP Coordinator(s) for scheduling translation/interpretation services for virtual and in-person IEP meetings or notifications

**Protected Educator Time**

1. Guaranteed additional protected co-teaching planning time in the master schedule for both general education and special education teachers working in the *Merger* pathway
2. Inclusion of Paraprofessionals in protected co-teaching planning time with both general education and special education teachers in the *Merger* pathway
3. Guaranteed additional protected time within the *Merger* Special Education teachers' workday to complete workload calculators and submit monthly

## Professional Development

1. How to provide training to all educators on Universal Design for Learning (UDL)
2. Training on different forms of co-teaching for all educators
3. How results from the UDL self-assessment review tool will steer District-provided, professional development (both asynchronous and synchronous) activities
4. Identifying what job-related skills training is needed for paraprofessionals in the in the *Merger* pathway
5. Inclusion of Paraprofessionals in trainings and professional development activities related to co-teaching and instructional planning
6. How to embed training on people-first language, verbal de-escalation, physical offense/defense tactics, disability justice and the law, transition planning, and high/low incident disability specific training (e.g. learning, speech and language, intellectual, other health impairments, behavioral anti-bias practices) in professional development for educators working in special education and how to provide a condensed version to educators in general education
7. How to embed job-related coaching for *Merger* Special Education Teachers in their first three years of teaching

## Rollout

1. Policy for creating school master schedules based on the needs of students with IEPs so that students with IEPs are not tracked
2. How will the district inform SPS staff about the new *Merger* pathway and pilot project. What resources and support will be provided to schools who in conjunction with their BLT will determine if they want to participate in the Special Education *Merger* pilot project.
3. Timeline and rollout plan for district once tentative agreement is reached between both parties on the *Merger* pathway

## Agreement to Reopen

When the Special Education Task Force completes this work and produces jointly agreed upon recommendations based on data and analysis, both parties agree to reopen the impacted sections of the 2022-25 Collective Bargaining Agreements. The provisions of the 2022-25 Collective Bargaining Agreements shall remain in effect until the agreements are modified through the bargaining process and ratified by each party. SPS will not implement any changes before ratification which would violate the terms of the current Collective Bargaining Agreements.

XX dollars will be budgeted for the implementation and rollout of the *Merger* pathway

## ARTICLE IX: WORKDAY, WORKLOAD, ASSIGNMENT AND SCHEDULING OF EMPLOYEES

### SECTION F: SPECIAL EDUCATION STAFFING RATIOS, RELIEF AND WORKLOAD ISSUES

1. SERVICE MODEL DESCRIPTIONS AND STAFFING: The SPS Special Education Department offers a number of service models. All are available at every grade level to support the education of students receiving Special Education services and each has an associated staffing ratio(s):
  - a. Resource Services: Students who receive resource services ~~through the Resource service model have~~ are students with mild to moderate differences in their instructional needs for specific academic needs and social skills. These students spend the majority of their instructional time in general educational settings with targeted support. Students may qualify in any one of thirteen federally mandated categories of ~~disability categories~~. Services may be provided in any setting as specified in on the IEP. Students at all grade levels have a right to these services. In schools with a full continuum of services, ~~Resource~~ services will be staffed at 22:1 ratio ~~and in satellite schools the resource services will be staffed at~~ 18:1:1 ratio. ~~Staffing ratios will not be used when the new Collaborative Teaching service model is implemented.~~

~~— Collaborative Teaching: Students who receive services through the Collaborative Teaching service model can make progress on their IEP goals spending the majority of their instructional time, including their specially designed instruction, in a general education setting. The Collaborative Teaching service model will begin to be implemented in the 2022-23 school year and will be fully implemented by 2024-25, replacing the Resource, Access, and Social & Emotional Learning service models below. To determine staffing, a calculation of teacher workload based on total student service need will be used instead of set ratios in the Collaborative Teaching service model.~~
  - b. Access Services: ~~The Access~~ Sservices ~~will model~~ provides specially designed instruction to students with moderate to intensive academic and functional needs. These students can are able to make progress on their IEP goals while spending the majority of their instructional time, including their specially designed instruction, in a general education settings with full range of supports needed. These students may also benefit from a variety of specialized instruction, including smaller group instruction and intervention, for part of the day. These services are accessible to students at all grade levels. Access Services will be staffed at a ratio of 10:1:3. Students may qualify in any one of the thirteen federally mandated categories of disability. Access services-Elementary will be staffed at a ratio of 10:1:3. Access Services-Secondary will be staffed at a ratio of 13:1:3. ~~Staffing ratios will not be used when the new Collaborative Teaching service model is implemented.~~
  - c. Social & and Emotional Services Learning: ~~The Social & and~~ Emotional Learning ~~sServices~~ model, also referred to as SEL, shall provide specially designed instruction to develop the student's social /and emotional skills and social understanding. These students can make are able to make progress on their IEP goals spending a majority of their instructional time in a smaller group setting as their least restrictive

environment. Additionally, these services may provide some or all of the academic instruction needed by these students as determined by the IEP. These services are accessible to students at all grade levels. Social & Emotional Learning services will be staffed at a ratio of 10:1:2. ~~Staffing ratios will not be used when the new Collaborative Teaching service model is implemented.~~

- d. Focus Services: ~~The~~ Focus Services will model provides specially designed instruction to students with intensive academic and functional needs and provide opportunities to participate in the general education curriculum through specially designed instruction at their present level of performance. These students benefit from spending a majority of their instructional time, including specially designed instruction, in a smaller group setting as their least restrictive environment. These services are accessible to students at all grade levels. Focus Services – Elementary will be staffed at a ratio of 10:1:2. Focus Services – Secondary will be staffed at 9:1:1. Each year, SPS will allocate the equivalent of an additional twenty (20) instructional assistants to secondary Focus classrooms (initially staffed at 9:1:1) in recognition of a continuum of students needs in secondary Focus settings. These IAs will be assigned no later than October 1 of each year.
- e. Distinct Services: ~~The~~ Distinct Services will model provides specially designed instruction to students who would benefit from a curriculum which differs significantly from the general education curriculum. These services may include academic, communication, life, and functional skill components. These students benefit from spending a majority of their instructional time in a smaller group setting as their least restrictive environment. These services are accessible to students at all grade levels have a right to these services. Distinct Services will be staffed at a ratio of 7:1:2.
- f. Unique Assignment needs: Unique assignments provide support to students who may not benefit from any of the identified SPS pathways and/or are delivered at an alternate services location. Students receive specially designed instruction in their least restrictive environment as determined by the IEP Team. Students who may benefit from a concentration of support services or specialized facilities outside their assignment area, will be provided an appropriate placement. Staffing ratios for these groups of students are as follows: deaf/hard of hearing is 9:1:2; deaf/hard hearing itinerant is 15:1; visual impairment is 18:1:1; orientation and mobility itinerant specialist is 18:1; medically fragile is 6:1:2.

#### 1. Deaf/Hard Hearing Itinerant:

- a. The staffing ratio (i.e., caseload) for itinerant deaf/hard hearing teachers will be 15 students to one teacher (15:1). Individual caseloads may vary above or below these ratios. Fractional caseloads will be calculated and prorated by an employee's FTE. Caseloads will be monitored quarterly by the team lead and supervisor who will attempt within reason and good faith to ensure equity in workload distribution with consideration to student population, travel, and technology needs. When the parties do not agree, the supervisor will make the determination on caseloads.
- b. Districtwide roles are required from itinerant deaf/hard hearing teachers for which 0.6 FTE will be dedicated to deaf/hard hearing team beyond the caseloads listed above. The total FTE will cover preschool assessment, new student assessment, and team lead. The team including the team lead will select, and the evaluator will

approve, the way to divide and assign the 0.6 dedicated FTE for the additional tasks. A determination of FTE for these department-wide roles will be done at least annually through consensus of teachers, team leader, and supervisor. When the parties do not agree, the supervisor will make the determination.

- c. Itinerant deaf/hard hearing teachers receiving a portion of the 0.6 FTE will have their 15:1 caseload reduced by an amount equivalent to the portion of the 0.6 FTE they are receiving. When there are changes to the number of teachers, the allocation of FTE for preschool assessment, team lead, and new student assessment will be reviewed and adjusted.
- d. The team lead will be issued the appropriate stipend per Appendix E.

2. Vision Impairment and Orientation & Mobility Itinerant:

- a. The staffing ratio (i.e., caseload) for Itinerant Vision Impairment and Orientation & Mobility will be 18 students to one teacher (18:1). Individual caseloads may vary above or below these ratios. Teachers holding dual certification in Vision Impairment and Orientation & Mobility may have a mixed caseload of Vision Impairment and Orientation & Mobility students. Students receiving Vision Impairment and Orientation & Mobility services from the same teacher will be counted on the teacher's caseload as one student. Fractional Vision Impairment and Orientation & Mobility caseloads will be calculated and prorated by an employee's FTE. Caseloads will be monitored quarterly by the team lead and supervisor, who will attempt within reason and in good faith to ensure equity in workload distribution, with consideration to student population, travel, and technology needs. When the parties do not agree, the supervisor will make the determination on caseloads.
- b. Districtwide roles are required from Itinerant Vision Impairment and Orientation & Mobility teachers for which 0.9 FTE will be dedicated to the combined vision team beyond the caseloads listed above. That total FTE will cover preschool assessment, new student assessment, assistive technology, and team lead. The vision team including the team lead will select, and the evaluator will approve, the way to divide and assign the additional FTE for additional caseload tasks. A determination of FTE for these districtwide roles will be reached at least annually through consensus of teachers, team leader, and supervisor. When the parties do not agree, the supervisor will make the determination.
- c. Itinerant Vision Impairment and Orientation & Mobility teachers receiving a portion of the 0.9 FTE will have their 18:1 caseload reduced by an amount equivalent to the portion of the 0.9 FTE they are receiving. When there are changes to the number of Itinerant Vision Impairment and Orientation & Mobility staff, the allocation of FTE for preschool assessment, assistive technology, team lead, and new student assessment will be reviewed and adjusted.
- d. The team lead for the combined vision team will be issued the appropriate stipend per Appendix E of the Certificated CBA

3. Braillist:
  - A. One Braillist will be hired and assigned to each TVI. TVI's will work with the braillist to schedule braillist time consistent with the vision needs of students. If an IEP team determines a particular student with high vision needs requires additional braillist support, an additional braillist will be hired to support that student.

4. Preschool classrooms, including DHH preschool classrooms, will have a ratio of 10:1:2, except for Preschool Continuum of Intensive Services and medically fragile classrooms, which will have a ratio of 6:1:2. The teacher will select and admit up to two additional students who are typically developing peers.

i. Preschool Assessment. The Special Education Department will work with Early Learning to establish a consistent weekly schedule, with a dedicated day for preschool assessments requiring Deaf/Hard of Hearing (itinerant) services, vision, and orientation and mobility services.

5. Transition Services for Access, Social Emotional, and Focus will have a ratio of 10:1:2. Transition services for Medically Fragile and Distinct will have a ratio of 6:1:2.

5.6. SCHOOL CATEGORIES: SPS has school categories that provide different Special Education service models:

- 1) Satellite school: An elementary school or K-5 portion of a K-8 school where ~~the~~ rResource services ~~model~~ provides specially designed instruction in specific academics and social skills.
- 2) Continuum school: Continuum schools will have a range of ~~S~~special ~~E~~education service options which guarantee a student's access and participation in Resource, Access, and Intensive services ~~models~~ and ~~g~~General ~~E~~Education.
- ~~3) Satellite and Continuum categories will not be used when the new Collaborative Teaching service model is implemented.~~

6-7. STAFFING RATIOS:

- a. Each service model staffing ratio determines the number of students served by each Special Education classroom teacher. SPS will provide the Full Continuum of Services with the student to staff ratios and services as outlined below in this section and in the accompanying chart listing Service Models and Ratios. More staffing ~~can~~ will be added to meet needs listed on IEPs and to address emergent needs. The following staffing ratios will be used in schools as a means for staffing teachers and paraprofessionals in Special Education:

~~SPS will provide the following service models Full Continuum of Services using with the student to staff ratios and services as outlined below:~~

Service Model	Ratio (student: teacher: IA)
Access- Elementary <u>K-2</u>	10:1:3
Access – Elementary <u>3-5</u>	<u>10:1:3</u>
Access- Secondary	13:1:3
Social and Emotional Services <u>Elementary K-2</u>	10:1:2
<u>Social and Emotional Services Elementary 3-5</u>	<u>10:1:2</u>
<u>Social and Emotional Services Secondary</u>	<u>10:1:2</u>
Focus - <u>Elementary K-2</u>	10:1:2
<u>Focus - Elementary 3-5</u>	<u>10:1:2</u>
<u>Focus - Secondary</u>	<u>9:1:1</u>
Distinct – <u>Elementary K-2</u>	7:1:2
<u>Distinct – Elementary 3-5</u>	<u>7:1:2</u>
<u>Distinct – Secondary</u>	<u>7:1:2</u>
Deaf/Hard <u>of</u> Hearing	9:1:2
<u>Deaf/Hard of Hearing Itinerant</u>	<u>15:1</u>
Medically Fragile - <u>Elementary pre-K-2)</u>	6:1:2
<u>Medically Fragile – Elementary 3-5</u>	<u>6:1:2</u>
<u>Medically Fragile – Secondary</u>	<u>6:1:2</u>
Vision Impairment	18:1:1
Orientation & Mobility (Itinerant)	<del>4</del> <u>18</u> :1
Resource <del>Satellite</del> – <u>Elementary K-2</u>	18:1:1
<u>Resource – Elementary 3-5</u>	<u>18:1:1</u>
Resource <u>Continuum</u> <del>Secondary</del>	<del>22</del> <u>18</u> :1:1
Preschool (includes DHH preschool)	10:1:2
<u>Preschool Continuum of Intensive Services</u>	<u>6:1:2</u>
<u>Preschool Medical Fragile</u>	<u>6:1:2</u>
Transition (Access, <del>Behavior</del> <u>Social Emotional</u> , Focus)	10:1:2
<u>Transition (Medically Fragile/Distinct)</u>	<u>6:1:2</u>



~~\*Note: Staffing ratios will not be used for Resource, Access, and Social & Emotional Learning when the new Collaborative Teaching service model is implemented.~~

## ~~7. INCLUSION:~~

- ~~a. Collaborative Teaching: Beginning in the 2022-23 school year, SPS will begin the necessary planning, preparation, and training to replace the Resource, Access, and Social & Emotional Learning service models with a Collaborative Teaching service model to achieve greater educational integration and inclusion for students who would have been served in these three service models. Each year, additional grade levels will be added to follow students through their education while enabling central office staff to support the service model implementation through planning, preparation, and training. Once readiness is identified, schools will begin implementing the Collaborative Teaching service model in grades K-5 during the 2022-23 school year. All SPS schools will implement the Collaborative Teaching service model in grades K-5 by the conclusion of the 2023-24 school year. In the 2024-25 school year, all secondary grades 6-12 will implement the Collaborative Teaching service model and completely replace the use of the Resource, Access, and Social & Emotional services models in SPS.~~

~~School staff will be supported by Special Education Department central office staff to implement the Collaborative Teaching service model. Central office support will include service model guidance development, in-person and shoulder-to-shoulder coaching and modeling, professional development, Universal Design for Learning, and supportive scheduling. Every SPS school will implement the Collaborative Teaching service model and replace the Resource, Access, and Social & Emotional Learning service models by the beginning of the 2024-25 school year.~~

~~Teachers in the Collaborative Teaching service model will provide their students' paraprofessionals all instructional materials in advance of their instructional lesson(s) to enable each paraprofessional to provide the necessary student supports.~~

- ~~b. Student Need Workload Determinate: Student service needs will be quantified to determine staffing instead of using set staffing ratios in the Collaborative Teaching service model. This method will take into consideration student SDI and the amount of instructional time a teacher has available as the determinate for a teacher's workload.~~

~~When a need is identified for additional staffing, teachers can apply for additional staffing through the Special Education Relief Committee using their application process. The teacher will notify their Special Education Supervisor of the application. The Special Education Relief Committee will review and deliberate on submitted applications every two weeks. Application decisions will be implemented, denied, or shared for additional discussion at the monthly Special Education Joint Labor Management Committee who will select a course of action, if any.~~

- ~~c. When Special Education teacher minutes are under capacity, supervisors will work with Special Education and administration teams to coordinate and utilize skillsets to respond to special service needs across their school and/or region.~~



4. School ~~special~~ Special education-Education teams consist of the student, their family/guardians, ~~special~~ Special education-Education teachers, S~~special education-Education~~ paraprofessionals, general education teachers, ESAs, and ~~building administrators~~ school principals. The work of Special Education educators must be to prioritize their legally mandated responsibilities associated with Special Education services. Before making decisions, the teams will be provided training in the racial equity analysis tool and flexible staffing. School ~~special~~ Special education-Education teams will work ~~as a~~ collaboratively ~~ly~~ team to plan and provide services and may flexibly determine staffing for certificated and classified staff based on student needs. If a program is under 50% capacity and another program is over by 20% of the applicable ratio then a flexible staffing discussion will take place at the school to determine if and how flexible staffing should be implemented. (rounding down). ~~Schools will be provided with training in the racial equity analysis tool and in flexible staffing.~~ Decisions made about flexible staffing will not displace a staff member or cause the building to lose staff. Special Education paraprofessionals will maintain their current primary classroom assignment with flexibility to support inclusion of special education students and/or grouping of special education students outside of and between special education classrooms.

**5. OVERAGES:**

Overages: a. SPS will take action to limit teachers to the staffing ratios in 1.a. above.. For the purposes of calculating overage, the total number of students in the pathway which create an overage shall be considered one group for the purposes of determining the remedy using the overage chart below. Any time a teacher goes beyond the staff ratios in 1.a identified, the following improvements in the overage chart below will be made.

<b>Student Overages</b>	<b>Remedies</b>
<b>Resource Services Continuum</b>	<b>Per teacher</b>
1-4	<del>overage pay</del>
5-8	<del>.4 cert FTE.</del>
9-13	<del>.6 cert FTE.</del>
14-17	<del>.8 cert FTE</del>
18-22	<del>1.0 cert FTE</del>
<b>Resource Services Satellite (Elementary)</b>	<b>Per teacher</b>
1-4	Overage pay
5- <del>8</del> 7	<del>.4</del> <u>0.5</u> cert. FTE.
<del>8</del> 9- <del>10</del> 14	<del>.6</del> <u>1.0</u> cert. FTE.
11-14	<del>.8 cert. FTE.</del>
15-18	<del>New Classroom-</del> 1.0 cert FTE <u>plus 1.0 IA FTE</u>
<b>Resource Services Continuum (Secondary)</b>	<b>Per teacher</b>
1-4	<del>Overage pay</del>
5-12	<del>.4 cert FTE</del>

<del>13-17</del>	<del>.6 cert. FTE</del>
<del>18-22</del>	<del>1.0 cert FTE</del>
<b>Access Services-Elementary</b>	<b>Per Teacher</b>
1-2	Overage pay
3-4	<a href="#">Teacher choice of Overage pay or 1 IA FTE</a>
5	New classroom -1 cert FTE plus 1 IA FTE
<del>6-10</del>	<del><a href="#">New classroom – 1 cert FTE plus 3 IA FTE</a></del>
<b>Access Services- Secondary</b>	<b>Per teacher</b>
1-4	verage pay
5-6	plus 1 IA FTE
7-9	New classroom-1 cert FTE plus 1 IA FTE
10	New classroom-1 cert FTE plus 2 IA FTE
<b>Social /Emotional Services</b>	<b>Per class</b>
<del>1-24</del>	<del><a href="#">Teacher choice of</a> overage pay <a href="#">or 1.0 IA FTE</a></del>
<del>3-4</del>	<del><a href="#">1 IA FTE</a></del>
5	New classroom -1 cert FTE plus 1 IA FTE
<b>Focus Services</b>	<b>Per class</b>
<del>1-24</del>	<del><a href="#">Teacher choice of</a> overage pay <a href="#">or 1.0 IA FTE</a></del>
<del>3-4</del>	<del><a href="#">Overage pay or 1 IA FTE</a></del>
5	New classroom -1 cert FTE plus 1 IA FTE
<b>Distinct Services</b>	<b>Per class</b>
1	Overage pay
2-3	1 IA FTE
4	New Classroom- 1 cert FTE plus 1 IA FTE
5	1 cert FTE plus 2 IA FTE
<b>Medically Fragile Services</b>	<b>Per teacher</b>
1 or 2 over in the District	1 IA FTE
3 or 4 over in the District	New Classroom - 1 cert FTE and 1 IA FTE
5 over in the District	1 cert FTE and 2 IA FTE
<b><u>Deaf/Hard of Hearing</u></b>	<b>Per teacher</b>

1- 2	overage pay
3-4	Teacher choice: Overage pay or 1 IA FTE
5 or more	New classroom- 1 cert FTE plus 2 IA FTE
<b><u>Deaf/Hard of Hearing (Itinerant)</u></b>	<b><u>Per teacher</u></b>
<u>1-2</u>	<u>Overage pay</u>
<u>3</u>	<u>1.0 cert FTE</u>
<b>Visually impaired</b>	<b>Per teacher</b>
1-2	Overage pay
3-6	<u>Teacher choice: 1 FTE IA or overage pay</u> <u>1.0 cert FTE</u>
7	<u>1 cert FTE</u>
<b>Orientation and mobility</b>	<b>Per teacher</b>
1- <del>2</del> <u>5</u>	overage pay
<del>6</del> <u>3</u>	<u>1.0 cert FTE</u>
<b>Preschool (includes DHH preschool)</b>	
1	Overage pay
2-3	Teacher choice: 1FTE IA or overage pay
4+	1 cert FTE plus 2 IA FTE
<b><u>Preschool Continuum of Services</u></b>	
<u>1</u>	<u>Overage Pay</u>
<u>2</u>	<u>Teacher Choice 1 IA FTE or overage pay</u>
<u>3-4</u>	<u>1 Cert plus 1 IA FTE</u>
<u>5-6</u>	<u>New Classroom- 1 Cert plus 2 IA FTE</u>
<b><u>Transition (Access, Social Emotional, Focus)</u></b>	<u>No adjustments</u>
<b><u>Transition (Medically Fragile/Distinct)</u></b>	<u>No adjustments</u>

**b.** In the case where overage remedy triggers additional FTE, the District will promptly post, and make every reasonable effort to fill and staff to the ratios set forth in the CBA. Concurrent with the posting, for additional staff, the District will utilize contractors/subs to fulfill the established ratios.

**c.** -Process for going outside the contractual limits: for Resource, Access, Social and Emotional, Focus, and Distinct Services: In situations where the overage chart above

provides an option in the overage remedy column. –Central office will communicate with the principal and teacher about the possibility of having an overage. The school principal and teacher determine the type of overage support based on the chart above. After agreement by the school principal and teacher, the principal will communicate the overage request to SEA and the SPS Special Education Office. SEA will contact the employee to verify that the employee agrees with the overage remedy. Once verification has taken place, the remedy will be enforced.

d. In the case of unfilled positions or staff absence due to extended leave, case management will be the responsibility of a special education program supervisor unless staff agree to accept an overage and take on who are assigned case management for these students not on their caseloads. ~~will have these~~ These students will be counted for purposes of determining overage pay. Such students will be weighted according to the ratio of their identified service placement.

e. Special education certificated staff will receive overage from the date on which the overage first occurs. Adjustments to staffing for overage/underage will be carried out in October, November, January, April, and June. Special circumstances will be discussed in Special Education Joint Labor Management.

**6. UNDERAGE:**

a. No underage remedy will occur until ~~When~~ the Special Education ratio reaches the falls below the above staffing ratio outlined in the underage chart below. Should the ratio rise above what is outlined in the underage chart below, the staffing ratios of 1.A shall apply. due to an under enrollment the following will occur:

Total of students assigned	Amount of staff assigned
<b>Resource Services Continuum (Elementary)</b>	<b>Per school</b>
17-14 students enrolled	.8 cert FTE
13-9	.6 cert FTE
8-5	.4 cert FTE
4-1	.2 cert FTE
<b>Resource Services Satellite</b>	<b>Per school</b>
9-14 14-11 students enrolled	.8 cert FTE <u>1.0 Cert FTE</u> <u>Plus 1.0 IA FTE</u>
1-8 <del>10-8</del>	.6 <u>1.0</u> cert FTE
7-5	.4 cert FTE
4-1	.2 cert FTE
<b>Resource Services continuum (Secondary)</b>	<b>Per school</b>
22-16 students enrolled	1.0 cert FTE
16-10	.6 cert FTE
9-1	.4 cert FTE
<b>Access services -Elementary</b>	<b>Per school</b>

54 students enrolled	1 cert FTE, 2 1 IA FTE
<del>1-43</del>	1 cert FTE
<b>Access Services- Secondary</b>	<b>Per teacher</b>
12-7 students enrolled	1 cert FTE plus 3 IA FTE
6-4	1 cert FTE plus 2 IA FTE
3-1	1 cert FTE
<b>Social and Emotional Services</b>	<b>Per class</b>
1-5 students enrolled	1 cert FTE, 1 IA FTE
<del>1-4</del>	<del>1 cert FTE, 1 IA FTE</del>
<b>Focus Services</b>	<b>Per class</b>
1-5 students enrolled	1 cert FTE, 1 IA FTE
<del>1-4</del>	<del>1 cert FTE, 1 IA FTE</del>
<b>Distinct</b>	<b>Per class</b>
5 students enrolled	1 cert FTE, 2 IA FTE
1-4	1 cert FTE, 1 IA FTE
<b>Medically Fragile</b>	<b>Per teacher</b>
No adjustments	
<b>DHH (including itinerant)</b>	<b>Per teacher</b>
No adjustments	
<b>Visually impaired</b>	<b>Per teacher</b>
6 students enrolled	1 cert FTE
<b>Orientation and Mobility</b>	<b>Per teacher</b>
6 students enrolled	1 cert FTE
<b>Preschool (includes DHH)</b>	
No adjustments	
<b>Preschool Continuum of Services</b>	<u>No adjustments</u>
<b>Transition</b>	<u>No adjustments</u>

**A) SPECIAL EDUCATION RELIEF FUND COMMITTEE:**

~~a. — Special Education Relief Fund Committee:~~

A. The Relief Committee will be convened each school year . ~~The Relief Committee will make monthly adjustments to staffing for overage/underage. Special circumstances that Relief Committee would like additional input on will be forwarded each month to Special~~

~~Education Joint Labor Management who will select a course of action,~~ to review staff relief requests and make relief decisions to approve/not approve, including allocations from the Special Education Relief Fund to address ~~the a~~ need for resources due to student complexity; headcount; unsafe environment; significant mobility issues; significant classroom dynamic; significant medical concerns; and significant transition issues for new students and ~~e~~insure safety and effective learning environments for all special education students.

B. SPS will provide \$520,000 per year to fund the Special Education Relief Fund. The purpose of the fund is to alleviate unanticipated problems beyond regular baseline staffing in the provision of Special Education services.

C. The Relief Committee will be composed of five (5) representatives appointed by SPS and five (5) representatives appointed by the SEA.

D. The Relief Committee will be appointed by September 1 each year and will meet twice per month on a regular schedule agreeable to the Committee members. The committee will also meet in addition to its regularly scheduled meetings in urgent situations when needed to provide relief as soon as possible. Each May, the committee will meet to review the effectiveness of their recommendations and suggest modifications as appropriate.

The following procedures shall will apply for the identification of problems and recommendation of proposed resolution:

- a) Problems associated with employee workload, as identified by a certificated non-supervisory employee serving students with special needs, shall will be first brought to the attention of the building school principal/program manager.
- b) If a solution is not achieved at the building level, the employee may, by no later than May 1 each year, refer the problem(s) to the Relief Committee.
- c) Staff shall will complete the Special Education Relief Fund form (Appendix T). Along with the Special Education Relief Fund Form attach behavior data and incident report forms if pertinent.

b.a. F. In situations where students pose a significant problemsafety concern such as severely aggressive or disruptive behaviors for classroom management and documentation is available as to the specific behaviors of concern ~~-(such as~~ their intensity, their frequency, and interventions attempted) - options for support shall will be made available ~~either by a the~~ school based support team, behavioral supports, or Behavior Autism Intervention Team (BAIT) SPS based student support team upon written request by the classroom teacher. Options to relieve outside of schools suspension, may include, but are not limited to:

- i. Instructional support in the form of behavioral and intervention strategies;
- ii. Support for parent/family as appropriate;
- iii. Support from a SPS appointed behavior specialist such as Behavior Autism Intervention Teamfor students who have Autism with aggressive and unsafe behaviors, behavior technicians, Emotional/Social Disorder Specialist; and/or a counselor for Mental Health Disorders;

- iv. Increased individualization of program/alternate placement;
- v. Short-term Instructional Assistant assigned to the particular situation for data collection and/or implementation of school created behavior modification plans.
- vi. For students receiving Special Education services, any changes remain subject to IEP process requirements. The intent of this provision is to provide support to the classroom and not a means for evaluating teachers.

~~e.b.~~ SPS will hire and provide training to a pool of itinerant Special Education instructional assistants that will be deployed to meet urgent needs determined by the Special Education Relief Fund Committee. Staff selected for this pool can expect their assignment to change frequently and will be paid a 6% premium increase on their hourly rate.

### 3. WORKLOAD ISSUES:

a. SPS will provide an IEP content and district procedures training two times per year. One IEP content/procedure training per year is mandatory for employees responsible for writing IEPs.

b. SPS recognizes the need for appropriate training to better serve all students. The [school principal](#)/supervisor will allow employees the opportunity to attend a meeting facilitation training, which will include training to assist facilitators to work with difficult teams.

c. The [school principal](#)/supervisor will provide employees the opportunity to attend a Special Education Law training at least one time per year.

d. Certificated staff new to Special Education in SPS, will receive IEP Online training within thirty (30) days of their start date.

~~d.e.~~ [SPS will ensure trainings are available to all school Special Education teams; these trainings include 1:1 paraprofessional duties, safety policies and resources, UDL, communication access and techniques \(e.g., PECs\), and de-escalation and CPI training.](#)

~~e.f.~~ To facilitate the educational assessment and to provide services to students with special needs, and to provide health/medical and legal safeguards for the students and employees, all information will, to the extent possible, be made available within the receiving building prior to student placement for students being placed from outside the district.

- 1) Student Services Assessment Report and Summary;
- 2) Any medical information necessary for student safety;
- 3) Specialized Education Services Report(s), if applicable;
- 4) Parent Appraisal;



- 5) Student's initial and current IEP's;
- 6) Former academic program, social information; and, behavior plans;
- 7) Notice of any critical condition.

f.g. For Special Education students who are going to be reassigned within the district, access to the student's IEP Online file will be given to the new team as soon as the student's placement has been verified. After the IEP team makes the determination of the least restrictive environment for a student, central staff assigns the student to the appropriate building dictated by the IEP team recommendations of services within the student's middle school assignment area or linked school. The building staff (principal, head secretary and IEP case manager (receiving teacher)) will be informed of the student assignment with student name and student ID number. IEP Support will be contacted to provide access to the receiving teacher. The receiving IEP team will have 3 days to prepare for the student's transition to ensure the student will receive appropriate services upon entry to the new school.

h. In addition, certificated Special Education employees, including clinical ESA staff, who are responsible for preparing IEP's and/or Special Education evaluations are entitled to a \$2500 annual stipend, pro-rated by FTE and paid in two installments, in recognition of the workload associated with preparing and completing IEPs and Special Education evaluations, meeting compliance requirements, progress monitoring notes, and supervising students as required by the IEP. To access ~~this~~the full payment, the employee must be current in their responsibility for IEP preparation and completion. Fifty dollars (\$50) will be deducted from the second installment for each IEP that was not submitted within the month it was due.

1) — 1) -In addition, when a Special Education ~~case manager~~teacher agrees to go ~~above and beyond~~ above ~~their~~ recognized service caseload numbers (staffing ratios in 1.a), they will receive additional compensation of \$75 per IEP. Any ESA who has a caseload, at least two (2) above the average caseload for their respective field, will also be entitled to the additional compensation of \$75 per IEP.

2) Special education teachers will be compensated at their hourly rate for writing Functional Behavioral Assessments (FBA's) and Behavior Intervention Plans (BIP's) as well as compensated for any extra work related to recovery services.

g.i. Employees responsible for preparing the Washington- Access to Instruction and Measurement (WA-AIM) are entitled to additional pay of \$50 per section per student.

h.j. All employees involved in the Special Education student riser process (including visiting schools, participating in meetings, and transfer of files) will be paid at their workshop hourly rate for any time beyond their contractual day. The Special Education Department will fund up to two days of release per teacher of intensive students, in support of the riser process. Teachers will submit request for release time to their principal and the Special Education Department.

i.k. Special Education Instructional Assistants' are intended to provide services to students with IEPs. Schools will not regularly usually assign Special Education Instructional Assistants as the primary supervisor of general education-only students. However, Special Education Instructional Assistants may also support general

education-only students during the course of their supervision of students receiving Special Education services.

- j-l. The Special Education Department will allocate a Team Lead stipend for up to 25 designated Elementary Schools which have a Resource Room, two or more intensive service models, and a high ~~higher than average~~ number of IEPs. ~~This provision for a Team Lead Stipend will not be applicable when the new Collaborative Teaching service model is implemented.~~
  
- k-m. Certificated Special Education staff will have access to a fund of up to \$50,000 for the purpose of professional development.
  
- n. Certificated Special Education Program Specialists are eligible for up to 16 extra-time hours at per diem to cover summer and before-school work. In addition SPS agrees to the following:
  - 1) Provide opportunities for professional development for program specialists.
  - 2) Develop a process to ensure equity in student placement decision using the racial equity analysis tool.
  - 3) Provide funds for materials for program specialists.
  - 4) Provide support and training when program specialists are engaged in legal/contentious cases.
  
- o. Program Specialists will have access to IEP support funds of \$75 when specialists write IEPs as assigned for coverage and submit extra time for the IEP writing.
  
- p. IEP and 504 Meetings will be held virtually, in-person, or a hybrid of virtual and in-person, for the purpose of increasing access and participation, dependent on agreement from the parties.
  
- q. All staff will be compensated at their per diem rate for attending IEP and 504 meetings outside of contracted hours.

#### 4. SPECIAL EDUCATION JOINT LABOR MANAGEMENT COMMITTEE:

- a. The Special Education Joint Labor Management Committee will meet each month to support the work of the Special Education Department and its staff to deliver high-quality services to SPS students.
  
- b. SPS representatives will include leaders from both the Special Education and Human Resources departments. SEA representatives will include a range of both certificated and classified staff.
  
- c. The Parties may convene subcommittees as mutually agreed.

5. JOINT SPECIAL EDUCATION TASK FORCE

The Joint SEA/SPS Bargaining Team explicitly acknowledges the inherent structured institutional racism in the Special Education current service pathways. Accordingly, we urge the Joint Special Education Task Force to use this recognition of institutional racism as the anchor to examine the service pathways and student placement and services.

~~a. SEA and SPS will recommit to current Joint Special Education Services task force language (with clarity on our shared commitment to racial equity) with any proposals to be made in the 2020-2021 school year.~~

~~The Joint Special Education Task Force includes SEA represented educators appointed by SEA and building administrators, family representatives, and leaders from the Special Education Department appointed by the District.~~

a. The Joint Special Education Task Force includes SEA represented educators appointed by SEA and building administrators, family representatives, and leaders from the Special Education Department appointed by the District.

1) The Task Force will meet monthly.

2) SEA appointed representatives on the Task Force shall be released with pay for monthly meetings or any additional meeting which is necessary to accomplish the work of the Task Force. The district will provide a substitute for up to ten (10) SEA appointed representatives who are released with pay.

b. Scope of the Task Force

1) The charge of the Task Force in the 2022-2023 school year is to:

— In the 2022-23 school year. Per MOU XX, Special Education Model Update, the Special Education Task Force will continue to work on a plan of implementation to transition from our current pathways and staffing model to a more inclusive and equitable model. The Task Force will identify changes to institutional practices, programs, policies, and the collective bargaining agreements and identify resources, funding, and staffing which are necessary for the implementation of joint recommendations which came out of the work of the Special Education Task Force in the 2021-22 school year. Upon completion of the work described in MOU XX, the Task Force will provide joint recommendations to SPS and SEA which will trigger a reopener to the impacted Articles of the 2022-25 Collective Bargaining Agreements. The provisions of the 2022-25 Collective Bargaining Agreements shall remain in effect until the agreements are modified through the bargaining process and ratified by each party. SPS will not implement any changes before ratification which would violate the terms of the current Collective Bargaining Agreements.

2) The charge of the Task Force in the subsequent school years is to:

a) Collaborate with CRE and DREA to create tools (ex: checklist) for PreK-21 placement that includes racial equity definitions and provide training on how to implement the tools.

b.2) Monitor and review data and reports provided by the SPS. Data and reports SPS will bring to the Task Force will include but are not limited to student numbers, demographics, population shifts, current schools with services provided,

capacity of buildings, staff turnover, vacant certified and classified special education positions, and work on corrective action plans.

c.3) Review and make recommendations on:

- 1- The District's efforts to implement, monitor and improve the Full Continuum of Services
- 2- The Special Education Professional Development Plan including the use of a racial equity analysis tool to evaluate special education placement

c) Discuss and consider any other topic the Task force agrees is necessary to its work.

- 4) The Task Force will reconvene, guided by the CREA/DREA Racial Equity Analysis tool, with parents, educators and district administration to examine service pathways.
- 5) The Task Force will report out to the community (SPS and SEA) on work being done in the task force, no less than three times per year.
- 6) Recommendations to the Joint Bargaining Team should be made by no later than May 1, 2021.

c. Decisions regarding recommendations shall be made by consensus. The district shall keep minutes of the meetings and make these minutes available within 5 days of the meeting.