

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between Seattle School District No. 1 (“District”) and the Seattle Education Association (“Association”), collectively the Parties (“Parties”).

### A. RECITALS

1. On January 4, 2021, the Parties entered into an agreement to negotiate in good faith regarding the staffing ratios for Itinerant Teachers of the Deaf (“ITODs”) for the 2020-2021 school year and such later periods as determined by the Parties.
2. To ensure high-quality services for students with hearing impairments, the Parties have met and conferred and desire to amend the collective bargaining agreement (“CBA”) effective through August 31, 2022, as described herein.

In exchange for mutual consideration, the Parties agree as follows:

### B. AGREEMENT

1. **Staffing Ratio.** The chart showing staffing ratios in Article IX, Section F.1.a (page 84 of the CBA) will be modified as follows:

Service Model	Ratio (student: teacher: IA)
Deaf/Hard Hearing ( <u>classroom-based</u> )	9:1:2
<u>Deaf/Hard Hearing (itinerant)</u>	15:1

The following language will be added to the CBA as Article IX, Section F.1.g:

*Deaf/Hard Hearing (itinerant): The staffing ratio (i.e., caseload) for Deaf/Hard Hearing (itinerant) will be 15 students to one teacher. Individual caseloads may vary above or below these ratios. Fractional Deaf/Hard Hearing (itinerant) caseloads shall 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.*

*Particular district-wide roles are required from Deaf/Hard Hearing Teachers (itinerant) for which 0.6 will be dedicated beyond the caseloads listed above. The total FTE will cover: preschool assessment, new student assessment, and team lead. The team including the team lead shall select, and the evaluator shall approve how to divide and assign the additional FTE for additional caseload tasks. A determination of FTE for these department-wide 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.

Deaf/Hard Hearing (itinerant) 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 Deaf/Hard Hearing Teachers (itinerant) teachers, the allocation of FTE for preschool assessment, team lead and new student assessment will be reviewed and adjusted.

The team lead for Deaf/Hard Hearing (itinerant) will be issued the appropriate stipend per Appendix E of the Certificated CBA.

Caseloads will be reviewed in October, January, April, and June, and adjustments to staffing for overage/underage will be carried out in October, January, April, and June. When additional staffing is necessary the District will promptly post and make every reasonable effort to fill and staff to the 15:1 caseload ratio. Concurrent with the posting for additional staff, the District will utilize contractors in order to fulfill the 15:1 caseload ratio. The Student Support Services Supervisor will keep the Team Lead informed of staffing efforts during Team Lead meetings.

2. **Overages.** The chart in Article IX, Section F.1.b (pages 86-87) of the CBA showing the remedy for an over-enrollment situation will be updated to add Deaf/Hard Hearing (itinerant). The chart for Deaf/Hard Hearing (itinerant) will be as follows:

Deaf/Hard Hearing (itinerant)	Per teacher
1-2	Overage pay
3	1 cert FTE

3. **Under-Enrollment.** No modifications will be made to the chart in Article IX, Section F.1.f (pages 88-89) of the CBA showing the remedy for an under-enrollment situation for ITODs.
4. **Application of Staffing Ratio.** The staffing ratios provided above will begin second semester of the 2021-2022 school year.
5. **Additional Staffing for 2021-2022.** To reduce the per-employee workload for ITODs, the District will promptly post, and make every reasonable effort to fill and staff to the ratios set forth in this MOA. Concurrent with the posting for additional staff, the District will utilize contractors in order to fulfill the 15:1 caseload ratio.
6. **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.

7. **No Admission of Liability.** The Parties acknowledge that this Agreement in no way is, and will not be construed as, an admission of wrongdoing, liability, or a violation of any duty, contract, law, or regulation by either party. The consideration provided herein is based on the unique facts of the situation and is not, and may not be cited by anyone as, a past practice or precedent for any future dispute. This Agreement may not be introduced by any of the parties as an exhibit or evidence in a future dispute, other than in an action to enforce or interpret this Agreement.
8. **Entire Agreement.** This written Agreement constitutes the entire understanding between the Parties regarding the issues described herein. All aspects of the CBA not expressly modified herein will remain in full force and effect.
9. **Effective Date.** This Agreement will be effective upon the last date of execution by the authorized representatives of the Parties. In executing this Agreement, facsimile or photocopy signatures will be considered appropriate substitutes for originals.
10. **Severability.** Should any of the provisions of this Agreement be rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this will not in any way or manner affect the enforceability of the other provisions of this Agreement, which will remain in full force and effect.

**FOR THE DISTRICT**



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Noel Treat  
Assistant Superintendent Human Resources  
Seattle School District No. 1

03/25/2022

Date

*Dr. Ricardo A. Torres*

Dr. Ricardo A. Torres (Mar 25, 2022 18:11 PDT)

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Dr. Ricardo Torres, Executive Director of  
Special Education and Inclusion  
Seattle School District No. 1

Mar 25, 2022

Date

**FOR THE ASSOCIATION**

*Ceci Mena*

[Ceci Mena \(Mar 26, 2022 20:00 EDT\)](#)

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Ceci Mena, UniServ Director  
Seattle Education Association

03/26/2022

Date

*Yvette*

[Yvette De La Cruz \(Apr 13, 2022 09:45 PDT\)](#)

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Yvette De La Cruz, Executive Director  
Seattle Education Association

04/13/2022

Date

*Jennifer*

[Jennifer Matter \(Apr 15, 2022 09:56 PDT\)](#)

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Jennifer Matter, President  
Seattle Education Association

04/15/2022

Date












# Special Education MOAs

Final Audit Report

2022-04-15


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