

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. The provisions of this MOA are supplemental to the provisions SEA/SPS CBA. No provisions of this MOA are intended to replace any provisions of the CBA, unless explicitly stated herein. The parties agree this MOA will be for the 2021-2022 school year only, and that new language addressing these issues will be negotiated in the full open bargain in 2022.

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:

Orientation & Mobility (Itinerant)	18:1
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Article IX, Section F.1.a.f will be updated to refer to the 18:1 staffing ratio for Orientation & Mobility (Itinerant)

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

Vision Impairment and Orientation & Mobility (itinerant): The staffing ratio (i.e., caseload) for Vision Impairment and Orientation & Mobility (itinerant) will be 18 students to one teacher. 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 only be counted on the teacher’s caseload as one student. Fractional Vision Impairment and Orientation & Mobility 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 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.

Particular district-wide roles are required from Vision Impairment and Orientation & Mobility (itinerant) 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 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.

Vision Impairment and Orientation & Mobility (itinerant) 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 staff in Vision Impairment and Orientation & Mobility (itinerant), the allocation of FTE for preschool assessment, AT, team lead and new student assessment will be reviewed and adjusted.

The team lead for the combined vision team will be issued the appropriate stipend per Appendix E of the Certificated CBA

Caseloads will be reviewed 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 18:1 caseload ratio. Concurrent with the posting for additional staff, the District will utilize contractors to fulfill the 18:1 caseload ratio. The Student Support Services Supervisor will keep the Team Lead informed of staffing efforts during Team Lead meetings.

2. **Overages.** The charts in Article IX, Section F.1.b (pages 86-87) of the CBA showing the remedy for an over-enrollment situation for Vision Impairment and Orientation and Mobility will be modified as follows:

Visually Impaired	Per teacher
1-2	Overage pay
3	1 cert FTE
Orientation and Mobility	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.b (pages 86-87) of the CBA showing the remedy for an under-enrollment situation for Vision Impairment and Orientation & Mobility (itinerant) teachers.

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 Vision/O&M, 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 to fulfill the 18:1 caseload ratio.
6. **Brailist.** One Brailist will be hired and assigned to each TVI. TVI's will work with the brailist to schedule brailist time consistent with the vision needs of students. If an IEP team determines a particular student with high vision needs requires additional brailist support, an additional brailist will be hired to support that student.
7. **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 vision and or orientation and mobility services.
8. **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.
9. **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.
10. **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.
11. **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



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

03/25/2022

Date



[Dr. Ricardo A. Torres \(Mar 25, 2022 18:11 PDT\)](#)

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

03/25/2022

Date

FOR THE ASSOCIATION



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

Ceci Mena, UniServ Director
Seattle Education Association

03/26/2022

Date



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

Jennifer Matter, President
Seattle Education Association

04/15/2022

Date



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

Yvette De La Cruz, Executive Director
Seattle Education Association

04/13/2022

Date












Special Education MOAs

Final Audit Report

2022-04-15


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