

Letter of Agreement

Between Auburn Education Association and Auburn School District No. 408

The Auburn Education Association and The Auburn School District agree to the following in regard to the Special Education Contract Language.

4. Special Education - General Provisions

c. Work Relief Days

All Certificated Special Education teachers, SLPs, OTs and PTs will receive additional work relief days over and above the standard two (2) a year according to the following standard:

- 0.5 Certificated Special Ed. Teacher or SLP/OT/PT: One and one half (1.5) additional work relief days
- Certificated Special Ed. Teacher or SLP/OT/PT: Three (3) additional work relief days

d. Supply Budget

Each SLP, OT and PT will have a yearly budget of \$250 for the purchase of educational materials at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.

Each Certificated Special Education teacher will have a yearly budget of \$500 for the purchase of educational materials/curriculum and student incentives at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.

e. Para Vacancies

When a Para position becomes vacant or a position is newly created and the position is not filled with a long-term substitute within 10 school days, the Special Education teacher will be compensated based on FTE as outlined below:

School Day 10-29	\$25 day
School Day 30 and beyond	\$50

f. IEP Compensation

Once employees have successfully completed twenty-six (26) IEPs, they shall be paid one and one-half (1½) hours of the individual's professional rate of pay for each finalized IEP beginning with the twenty-seventh (27) completed IEP, provided the IEP is completed in a timely fashion.

If a special education staff is assigned to write, monitor, evaluate, and manage the IEP and program for a student who is assigned to a non-certificated special education teacher or long-term substitute, that special education staff member shall receive two and one half (2 ½) hours of the individual's professional rate of pay for the student's finalized IEP/managing the student's program, provided the IEP is completed in a timely fashion. IEPs for which a teacher is compensated under this agreement shall not count towards the twenty-six (26) IEP trigger for additional pay set forth above.

Documentation for IEPs completed during the school year must be submitted to the Student Special Services Office on a monthly basis.

5. Special Education - Class Size

1           b. Resource Room-Elementary

2           All resource rooms shall receive three (3) hours of classified assistance.

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4           At twenty-five (25) IEPs for which the District is receiving revenue, then three (3) hours additional  
5           classified assistance shall be assigned. Out of these additional three (3) hours, the educational  
6           assistance may be used to work with IEP students in regular classrooms who otherwise do not need  
7           direct resource room assistance.

8  
9           At thirty-five (35) IEPs, a 1.0 FTE certificated special education teacher will be hired.

- 10  
11           - 31-32 students, \$18 per day  
12           - 33-34 students, \$36 per day  
13           - 35-36 students, \$54 per day  
14           - 37+ students, \$18 times the number of students above-30 per day

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16           At 35+ students and until such time as the remedy of a 1.0 FTE certificated special education  
17           teacher is in place, the teacher in overload shall have the option of overload pay, as outlined  
18           above, or the hire of a temporary six (6) hour para-educator.

19           *Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be*  
20           *entitled to the additional compensation outlined in paragraph (2).*  
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22           c. Resource Room-Secondary

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24           All resource rooms will receive three (3) hours of classified assistance.

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26           When a Resource Room class meets or exceeds 15 students for a class period, the teachers shall have  
27           the option of an additional one (1) hour of classified assistance or \$20 of overload pay per week per  
28           student. At thirty-five (35) IEPs a 1.0 FTE certificated special education teacher will be hired.

- 29  
30           - 31-32 students, \$18 per day  
31           - 33-34 students, \$36 per day  
32           - 35-36 students, \$54 per day  
33           - 37+ students, \$18 times the number of students above 30 per day

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35           At 35+ students and until such time as the remedy of a 1.0 FTE certificated special education  
36           teacher is in place, the teacher shall have the option of overload pay, as outlined above, or the hire  
37           of a temporary six (6) hour para-educator.

38           *Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be*  
39           *entitled to the additional compensation outlined in paragraph (2).*  
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41           d. West Auburn Resource Room

42           WAHS resource room will receive six (6) hours of classified assistance for each 1.0 FTE (pro-rated for  
43           partial FTE). When a Resource Room class meets or exceeds 15 students for a class period, the  
44           teachers shall have the option of an additional one (1) hour of classified assistance or \$20 of overload

1 pay per week per student: At thirty (30) IEPs a 1.0 FTE certificated teacher will be hired. The teacher  
2 with an overload shall be entitled to the following compensation:

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- 4 - 26-27 students, \$18 per day
- 5 - 28-29 students, \$36 per day
- 6 - 30-31 students, \$54 per day
- 7 32 students, \$18 times the number of students above 25 per day
- 8

9 At 30+ students and until such time as the remedy of a 1.0 FTE certificated special education teacher is  
10 in place, the teacher shall have the option of overload pay, as outlined above, or the hire of a temporary  
11 six (6) hour para-educator.

12  
13 *Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be*  
14 *entitled to the additional compensation outlined in paragraph (2).*  
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16 e. Structured Learning Center (elementary and secondary)

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18 (1) All SLC Classrooms with 1-9 students will be staffed at two (2) para-educators.

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20 (2) At 10 or more students, a teacher-initiated meeting **date will be offered within 2 weeks**, with the  
21 building administrator and Executive Director of Student Special Services or Director of Student  
22 Special Services to discuss the appropriate remedy for overload which could include:

- 23 - Release time
- 24 - Supply money
- 25 - Additional compensation
- 26 - Additional classified assistance
- 27 - Additional certificated staff
- 28

29 (3) The Executive Director will provide an appropriate remedy based on the needs of the individual  
30 class. A teacher can appeal the decision of the Executive Director of Special Services within 30 days to  
31 the Assistant Superintendent and the President of the Auburn Education Association, who will reserve  
32 the right to uphold the previous remedy or provide an appropriate remedy.

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34 (4) In addition, the remedy provided above, the teacher will also be entitled to the following  
35 compensation:

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- 37 - 10-11 students, \$18 a day
- 38 - 12-13 students, \$36 a day
- 39 - 14 students, \$54 a day in month 1 and 2 and \$72 a day after month 2
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41 (For the purposes of this section a month is defined as exact date to exact date ex: Oct 9 to Nov 9.)

42  
43 *Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be*  
44 *entitled to the additional compensation outlined in paragraph (2), but will be entitled to the remedy*  
45 *provided in paragraph (3).*  
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47 At 13 students the district will make all reasonable attempts to hire a qualified SLC teacher.  
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1 (5) The initial numbers will be based on an October 1 enrollment date, with the ability to provide  
2 retroactive pay for actual overloads previous to October 1. Pay will be retroactive to the tenth (10<sup>th</sup>) day of  
3 school.

4 (6) Teachers who provide the WaAim assessment to eligible students will receive one additional day of  
5 release time for 1-3 assessments, and an additional second day of release time for 4-6 assessments and  
6 an additional day (total of 3 release days) for 7 or more assessments. If two (2) or more days are  
7 allotted then at least one day must be taken in the Fall, before winter break, to create assessments.

8 f. Transition Assistance Program (TAP)

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10 (1) All TAP Classrooms with 1-12 students will be staffed at two (2) para-educators.

11 (2) At 13 or more students, a teacher-initiated meeting date will be offered within 2 weeks, with the  
12 building administrator and Executive Director of Student Special Services or Director of Student  
13 Special Services to discuss the appropriate remedy for overload which could include:

- 14 - Release time
- 15 - Supply money
- 16 - Additional compensation
- 17 - Additional classified assistance
- 18 - Additional certificated staff

19  
20 (3) The Executive Director will provide an appropriate remedy based on the needs of the individual  
21 class. A teacher can appeal the decision of the Executive Director of Special Services within 30 days to  
22 the Assistant Superintendent and the President of the Auburn Education Association, who will reserve  
23 the right to uphold the previous remedy or provide an appropriate remedy.

24  
25 (4) In addition, the remedy provided above, the teacher will also be entitled to the following  
26 compensation:

- 27 - 13-14 students, \$18 a day
- 28 - 15-16 students, \$36 a day
- 29 - 17 students, \$54 a day in month 1 and 2 and \$72 a day after month 2

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32 (For the purposes of this section a month is defined as exact date to exact date ex: Oct. 9 to Nov. 9.)

33  
34 At-16 students the district will make all reasonable attempts to hire a qualified certificated teacher.

35  
36 *Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be*  
37 *entitled to the additional compensation outlined in paragraph (2) but will be entitled to the remedy*  
38 *provided in paragraph (3).*

39 g. Pathways (elementary and secondary)

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41 (1) All Pathways Classrooms with 1-8 students will be staffed at two (2) para-educators.

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43 (2) At 9 or more students, a teacher-initiated meeting date will be offered within 2 weeks, with the  
44 building administrator and Executive Director of Student Special Services or Director of Student  
45 Special Services to discuss the appropriate remedy for overload which could include:

- 46 - Release time
- 47 - Supply money
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- Additional compensation
- Additional classified assistance
- Additional certificated staff

(3) The Executive Director will provide an appropriate remedy based on the needs of the individual class. A teacher can appeal the decision of the Executive Director of Special Services within 30 days to the Assistant Superintendent and the President of the Auburn Education Association, who will reserve the right to uphold the previous remedy or provide an appropriate remedy.

(4) In addition the remedy provided above, the teacher will also be entitled to the following compensation:

- 9-10 students, \$18 a day
- 11-12 students, \$36 a day
- 12 students, the district will make all reasonable attempts to hire a qualified Pathways teacher.
- 13 or more students, \$54 a day in month 1 and 2 and \$72 a day after month 2


(For the purposes of this section a month is defined as exact date to exact date ex: Oct 9 to Nov 9.)

*Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be entitled to the additional compensation outlined in paragraph (2), but will be entitled to the remedy provided in paragraph (3).*

(5) The initial numbers will be based on an October 1 enrollment date, with the ability to provide retroactive pay for actual overloads previous to October 1. Pay will be retroactive to the tenth (10<sup>th</sup>) day of school.

AEA and ASD will create a Special Education advisory committee which will meet quarterly beginning September 2019. The Association President will appoint up to six (6) members to represent members of the following: ESA (OT, PT, SLP, Psych), resource room, SLC, TAP, Pathways, and ECE. This group will meet with up to six (6) ASD administration to make recommendations and identify priorities regarding program implementation and other concerns.

In June of each year, AEA team leads in coordination with administration, will develop topics to address the following year .

  
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 Auburn School District

  
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 Auburn Education Association

5/24/19  
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 Date

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