

MOU for Elementary LRC I Teachers Grades 4-5

The parties intend to extend MOU provisions for Elementary LRC I Teachers Grades 4/5 to Elementary LRC I Teachers serving students in K-3. Accordingly, all elementary LRC I teachers with students K through 3 on their caseload who are attending school in the in-person hybrid learning model will work on site unless granted a remote assignment by Human Resources, and the following shall apply:

1. For K-3 LRC I students who receive special education services in the general education setting, a paraprofessional and/or the LRC I teacher will deliver SDI into the general education classroom. LRC I teachers who deliver special education services in the general education classroom will follow all safety and health protocols including hand washing or sanitizing upon entering and exiting the classroom, wearing of a face covering and physical distancing as appropriate and possible.
2. LRC I teachers may have a caseload mix of both in person K-3 students and remote K-3 students. For students who receive special education services in the special education setting, specially designed instruction (SDI) may be delivered either in person or remotely.
3. LRC I teachers may use their professional judgement to determine if live streaming is appropriate to mixed groups of students (remote and in person).
4. LRC I teachers with K-3 students on their caseload will be given one (1) additional release days to setup a schedule for in-person services following the return to in-person hybrid instruction. This schedule will be based on the teacher's professional judgement. A building administrator may determine if an additional day is needed to construct a building schedule.
5. Every effort will be made to ensure that students are grouped together in cohorts in order to support small group interventions or in general education cohorts. If students must be pulled from separate cohorts, the small group will be limited to no more than five (5) students in-person.
6. All safety and health procedures and protocols (physical distancing, face coverings, etc.) will be followed by students and staff when delivering SDI in the LRC I classroom.
7. The District will provide PPE as required by the parties' In-Person Hybrid MOU for small group settings. A KN95 mask will be provided for LRC I teachers that must serve cross-cohort groups if requested.
8. Shared materials will be limited as much as possible. Cleaning and disinfecting shared materials and between groups will be done by the LRC I teacher or paraprofessional. The District will provide all necessary cleaning materials.
9. LRC I teachers teaching in person will be available to support all students on their caseload attending in person should the need arise. This includes assistance in the general education classroom with behavioral/social/emotional support for the student including escalations, delivery of ERP protocols and isolation and/or restraints. If the LRC I teacher is engaged in LIVE remote, livestreaming, and/or an in-person lesson as the only adult, the LRC I teacher would not be expected to respond to an in-person crisis. If the LRC I teacher has a paraprofessional, the teacher could step away from the LIVE instruction or in person lesson and have the para run the group.

In addition, in regards appointment services, the following shall apply:

Appointment Services: Fully remote students receiving special education services may receive in person "appointment services" at a time determined by the LRC 1 teacher. Hybrid students who have services that cannot be met through the time allotted during the hybrid day, an IEP meeting can be held to discuss appointment services through the IEP process. These in person services will be delivered by the LRC 1 teacher and/or a paraprofessional and be determined through the IEP process.

1. The LRC 1 teacher will choose their worksite in the afternoon and on Wednesday, unless appointment services need to be delivered. If a staff member is providing appointments services in the afternoon, and is unable to meet the required specially designed instruction minutes of other groups in alignment with the planning time outlined in the CBA, then special services will work with staff in the region to determine who will deliver services. An administrator will be available at this time. Any and all transit time needs to be inclusive within their lunch and planning period. Mileage will not be paid.
2. A Special Education Director or designee will attend IEP meetings for appointment services.
3. The amount of data expected for the IEP meetings for appointment services will follow the standard data collection of four (4) to six (6) weeks. IEP teams may use data already collected. Examples of data that would meet the first prong of the three (3) prong test referenced below include a student is showing minimal progress towards their IEP goal/s, has not yet returned to the level of learning/proficiency before the March COVID closure, has engagement issues and/or poor attendance, and multiple interventions have been tried. The parties will utilize the following Three Prong Questions:
 - 1) Is the student making any meaningful progress in our LIVE remote learning (for example, attendance, engagement, work, data, anecdotal data)?
 - 2) Is the service necessary and essential?
 - 3) Can we deliver these services safely?
4. Additional IEP meetings will be needed for students to be considered for and granted appointment services. Release time for such meetings will be provided in half-day increments based on the number of these meetings:
 - A. 4-6 meetings - half-day release
 - B. 7-9 meetings- one (1) full day release
 - C. 10-12 - two (2) full days of release
 - D. Above 12 meetings will be brought to LMT to discuss further workload relief.

Agreed to this 7 day of April, 2021.



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