

MEMORANDUM OF UNDERSTANDING BETWEEN BREMERTON SCHOOL
DISTRICT AND BREMERTON EDUCATION ASSOCIATION REGARDING
REVISIONS TO SECTION Q, ARTICLE V OF THE 2021 TO 2024 COLLECTIVE
BARGAINING AGREEMENT.

SECTION Q. Special Education Case Management

1. The District will attempt to maintain the following maximums for the number of IEPs assigned for case management purposes to a special education teacher:

Pre-School	22 IEPs with no more than twenty (20) classroom-based
K-5 Tier I & II Special Education	24 IEPs per 1.0 FTE
K-5 Tier III Special Education	13 IEPs per 1.0 FTE
Grades 6-8 Tier I & II Special Education	26 IEPs per 1.0 FTE
Grades 6-8 Tier III Special Education	14 IEPs per 1.0 FTE
Grades 9-12 Tier I & II Special Education	28 IEPs per 1.0 FTE
Grades 9-12 Tier III Special Education	14 IEPs per 1.0 FTE

Definitions of Tier I, II and III:

- **Tier I-** Resource Room; for students that require blocks of time for literacy/math/behavior.
- **Tier II-** Extended hours in the Resource Room; for students that need alternative curriculum and when necessary, behavioral supports and skill acquisition. Students need a team approach including the Interventionist and Psychologist. May require up to half a day of resource room services.
- **Tier III-** Integrated Life Skills (K-5), Life Skills (6-12); designed for students with significant cognitive delays.

The parties recognize that lower numbers in elementary are preferable. However, the needs of students and the program may require that caseload numbers be higher in response.

The numbers above reflect the current blended model of special education/Title I service providers. When the case management maximums are exceeded during the school year, a joint meeting between the Supervisor of Special Education or designee and the affected employee(s) shall take place within eight workdays. The purpose of the meeting is to select appropriate remedies as described in Article V, Section Q. 7-8.

2. Special education support services at the resource room and the extended resource room program level will be allocated based on the instructional needs of the students they serve. Continuity in assignments of extended_resource and resource room paraeducators will be a priority. Should a resource room paraeducator be assigned, the priority of that paraeducator's assignment should remain with the students they serve.

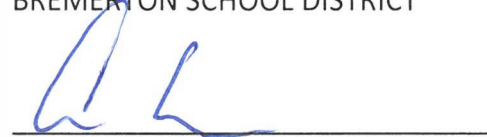
At least one six-hour special education program paraeducator will be designated for each integrated skills program (ISP) and integrated life_skills program (ILSP) inclusion and preschool special education program.

3. Each special education teacher shall receive two (2) hours of compensation at per diem per case-managed IEP for time beyond the workday, including attending IEP meetings, or a ½ day of release for every three case-managed IEPs. Employees may select either compensation or release time, or a combination of both. Employees will make reasonable efforts to schedule release time far enough in advance to allow for adequate substitute coverage.
4. Each WA AIM teacher will receive up to three hours of per diem pay per student for work related to implementation of the alternative assessments.
5. OT, PT and SLPs shall be provided one (1) release day per year to assist with IEP development, or one (1) hour of compensation at the per diem_rate per case managed IEP for time beyond the workday (whichever is greater). OT, PT and SLP's may choose to trade the release day for five (5) additional hours paid at the per diem rate.
6. Any special education classroom teacher, special education specialist (SLP, OT, PT, Psychologist), or group of specialists, who faces inequitable challenges in meeting IEP responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues. Workload could be heavier than usual because of challenges such as additional students on the specialist's caseload, particular students with unique needs, traveling between multiple buildings, additional assignments, or the due dates of IEP or evaluation documents. Additional assignments may be necessary from SLPs, OTs, and PTs. These are not represented within the caseload and may require additional FTE to meet adequate staffing. Additional assignments include: assistive technology team, early intervention transitions, preschool evaluations, and Child Find.
7. If a special education teacher's or specialist's workload concerns (case management and other IEP responsibilities) cannot be solved within the group of colleagues, the employee or group shall explore options for assistance from the principal and/or district administrator assigned to supervise that group of specialists or teachers. Depending on the particular challenges unique to that workload, options for assistance could include, but not be limited to:

- the hiring of additional staff;
 - the assignment of paraeducator time;
 - clerical assistance;
 - speech language pathology assistants (SLPAs);
 - certified occupational therapy assistants (COTAs);
 - physical therapy assistants (PTAs);
 - the reallocation of responsibilities for particular students;
 - additional paid time;
 - additional release time for the planning and drafting of IEPs or evaluations; or
 - reallocation of non-special education responsibilities.
8. The workload maximum for SLPs shall be based on IEP caseload and shall be 50 maximum IEPs per 1.0 FTE. Caseload includes IEPs the employee case-manages as well as IEPs for which the employee provides services. A meeting to review assignments shall occur on or around October 1 to discuss SLP, OT and PT caseloads and remedies. When the caseload of an individual specialist exceeds 10% over the maximum as indicated on the monthly caseload report for the ESA, a joint meeting between the Supervisor of Special Education or designee and SLP, OT or PT staff shall take place within eight workdays. The purpose of the meeting is to select appropriate remedies or initiate overage pay. The SLP, OT or PT will be compensated for overages as follows: \$5 per week for each additional student above the maximum. The pay will be paid retroactively to the first day of the overload.
- * Occupational and Physical Therapist. The caseload maximum for Occupational and Physical Therapists shall be based on IEP caseload and shall be 35 maximum IEPs per 1.0 FTE.
 - * School Psychologist. The caseload range for School Psychologist shall be based on student district-wide enrollment and is recommended to be within the range of one (1) full-time psychologist per seven-hundred and fifty (750) district enrolled students at the elementary level and one (1) full-time psychologist per twelve hundred and fifty (1,250) district enrolled students at the middle and high school levels.

The terms of this agreement are effective from September 1, 2022 through August 31, 2024. After August 31, 2024 this memorandum will replace Section Q, Article V, of the Bremerton Education Association Collective Bargaining Agreement.

BREMERTON SCHOOL DISTRICT



Superintendent

6-16-22
Date

BREMERTON EDUCATION ASSOCIATION



President

6-16-22
Date