

**CENTRAL BUCKS SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING**

IEP Preparation, Release Time, and Additional Hourly Compensation

This Memorandum of Understanding (“MOU”) is entered into by and between the Central Bucks School District (“District”) and the Central Bucks Education Association (“CBEA” or “Association”), collectively referred to as “the Parties.” This MOU is intended to clarify and memorialize the Parties’ understanding regarding release time, additional support, and prior approval for hourly compensation associated with IEP preparation and related special education responsibilities.

RECITALS

WHEREAS, the Parties are parties to a Collective Bargaining Agreement (“Agreement”) governing the terms and conditions of employment of members of the bargaining unit;

WHEREAS, Article XI, F of the Agreement provides special education teachers with four (4) days of release time, or the equivalent in partial days, to prepare for IEP conferences, Reevaluation Reports (RRs), IEP meetings, and related documentation;

WHEREAS, the Parties recognize that IEP preparation responsibilities may include work associated with students who are not on a teacher’s active caseload, including students receiving Early Intervention services or students placed in private schools;

WHEREAS, the Parties recognize that workload demands may, on occasion, exceed the release time allocated under the Agreement and that a process is necessary for identifying and addressing such additional workload; and

WHEREAS, the Parties wish to establish a clear and consistent protocol for addressing requests for additional IEP/RR preparation time and for determining when hourly compensation may be authorized.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contractual Release Time

Special education teachers shall continue to receive the four (4) days of release time, or the equivalent in partial days, provided under Article XI, F of the Agreement. This release time is intended to cover preparation for IEP conferences, Reevaluation Reports (RRs), IEP meetings, and related documentation, including responsibilities associated with students who are not on the teacher’s active caseload, such as students receiving Early Intervention services or students placed in private schools.

2. Anticipating Additional Workload

When a bargaining unit member anticipates that the workload associated with IEPs, RRs, IEP meetings, or related documentation may exceed the member's available contractual release time, the member shall notify the building principal as soon as possible. The Parties recognize that, whenever practicable, such notice should be provided at least two (2) weeks in advance of the anticipated need.

3. Building-Level Review and Additional Release Time

Upon receiving notice of an anticipated workload concern, the building principal and the bargaining unit member shall work collaboratively to identify available building resources and determine whether additional release time can be scheduled during the contractual workday. The Parties agree that additional workload concerns should first be addressed through available release time and other appropriate building-level supports before work is performed outside the contractual workday.

4. Elevation of Unresolved Concerns

If the bargaining unit member continues to have concerns regarding available preparation time or building-level resources after meeting with the building principal, the member may elevate the concern to the Director of Specialized Educational Programming for further review and consideration.

5. Prior Approval Required for Hourly Compensation

A bargaining unit member shall not receive additional hourly compensation for IEP preparation, RR preparation, IEP meetings, related documentation, or other work covered by this MOU when performed outside the contractual workday unless the member has obtained prior approval from the building principal and/or Supervisor of Special Education, consistent with the Agreement and this MOU.

6. No Self-Authorization of Additional Paid Time

A bargaining unit member may not unilaterally elect to perform IEP-related work outside the contractual workday and thereafter submit the time for hourly compensation without obtaining the required prior approval. Submission of hours without prior approval does not, by itself, create an entitlement to compensation.

7. Consistent Administration

The District will administer this protocol consistently across District buildings. Building administrators and supervisors will communicate the process to affected bargaining unit

members and will work with employees who anticipate additional workload to identify appropriate supports before work is performed outside the contractual day.

8. One-Time Payment to Patricia Davis, Alyssa Lynn, Dianne Matteson, Nicole Fulcher, Caroline Miller

As a one-time resolution of the circumstances underlying the grievance discussed by the Parties on July 16, 2026, the District agrees to pay the individuals listed above for the hours submitted for IEP preparation work, notwithstanding the absence of prior approval. This payment is a one-time resolution and shall not be construed as establishing a precedent or modifying the requirements of the Agreement or this MOU for future requests for hourly compensation.

9. No Waiver of Agreement

Except as expressly stated in this MOU, all provisions of the Collective Bargaining Agreement remain unchanged and in full force and effect. Nothing in this MOU shall be construed as a waiver of any right or provision contained in the Agreement unless specifically stated herein.

10. Term and Effect

This MOU shall become effective upon approval and execution by the Parties and shall remain in effect for the duration of the current Collective Bargaining Agreement unless superseded by a subsequent written agreement between the Parties. In the event of a conflict between this MOU and the Agreement, the Parties shall meet to resolve the conflict, and the Agreement shall control unless the Parties expressly agree otherwise in writing.

BOARD APPROVAL

The Parties acknowledge that this MOU is subject to approval by the Central Bucks School District Board of School Directors and execution by authorized representatives of the District and the Central Bucks Education Association.

FOR THE CENTRAL BUCKS SCHOOL DISTRICT	FOR THE CENTRAL BUCKS EDUCATION ASSOCIATION
_____	_____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

Board Approval Date: _____

Central Bucks School District – CBEA MOU: IEP Preparation, Release Time, and Additional Hourly Compensation