POTTERVILLE PUBLIC SCHOOLS

LETTER OF AGREEMENT

Special Education IEP Responsibilities During a Teaching Vacancy

Between Potterville Public Schools and the Potterville Education Association (PEA)

1. Purpose

This Letter of Agreement (LOA) establishes procedures and compensation for appropriately certified special education teachers who assume additional Individualized Education Program (IEP) responsibilities for students assigned to a long-term substitute during a special education teaching vacancy.

The intent is to maintain compliance with applicable special education requirements, ensure continuity of services for students, and fairly compensate teachers for responsibilities beyond their regularly assigned caseloads.

2. Selection and Assignment of Teachers

When additional IEP responsibilities are necessary due to a special education teaching vacancy, the District shall:

1. Seek Volunteers: Notify appropriately certified special education teachers of the opportunity to assume additional responsibilities, including the anticipated number of students and scope of duties.
2. Consider Qualifications and Workload: From the Volunteers, the District will select teachers based on appropriate certification, relevant experience, student needs, existing caseload responsibilities, and availability.
3. Provide Equitable Opportunities: Make reasonable efforts to distribute opportunities fairly among qualified and interested teachers while maintaining continuity of services and meeting student needs.
4. Maintain District Authority: The District retains responsibility for determining assignments based on operational and student needs. If insufficient qualified volunteers are available, the District and Association shall confer regarding an appropriate assignment arrangement consistent with the collective bargaining agreement.
5. Confirm Assignments: The Special Education Administrator or designee shall provide written confirmation of assigned students, responsibilities, and anticipated duration

before additional compensated duties begin, except when immediate action is necessary to meet legal timelines.

3. Compensation for Additional Responsibilities

Teachers assigned additional responsibilities for students outside their regular caseload due to the vacancy shall receive compensation at the contracted rate of $45.00 per hour.

A. IEP Development and Meeting

Three (3) hours of compensation for each completed IEP and associated meeting. This includes reviewing student progress, gathering relevant data, developing the IEP, and participating in or facilitating the meeting.

B. Progress Reports

One (1) hour of compensation per assigned student for each regularly scheduled progress-reporting period in which the teacher completes the student's required IEP progress report.

C. Behavior Intervention Plans

One (1) hour of compensation for each assigned student when the teacher develops, reviews, or revises a Behavior Intervention Plan (BIP) and participates in the associated meeting.

4. Documentation and Payment

All additional compensated responsibilities must be authorized by the Special Education Administrator or designee.

Participating teachers shall submit District-approved documentation identifying the assigned student, completed responsibility, applicable compensation allocation, and date of completion.

Compensation shall be processed through regular District payroll procedures following verification and approval.

The compensation specified in this agreement is intended for additional responsibilities beyond a teacher's regularly assigned duties. Duplicate

compensation shall not be provided for the same work under another contractual provision or arrangement.

5. Duration and Limitations

This agreement applies exclusively to additional IEP-related responsibilities arising from a special education teaching vacancy covered by a long-term substitute who is not appropriately certified to independently fulfill those responsibilities.

The agreement shall remain effective during the vacancy and terminate upon the assignment of an appropriately certified teacher to the vacant position, unless otherwise mutually agreed upon in writing.

Nothing in this agreement modifies the District's obligation to comply with applicable special education laws or alters other provisions of the collective bargaining agreement except as expressly stated herein.

This agreement shall not establish a precedent or past practice regarding compensation or assignment of duties outside the specific circumstances described.

6. Agreement and Signatures

This Letter of Agreement becomes effective upon approval and execution by authorized representatives of Potterville Public Schools and the Potterville Education Association.

For Potterville Public Schools

District Representative: Daniel Hamilton

Date: 11/19/26

For Potterville Education Association

Association Representative: Kalla McCoy

Date: 11/19/26