

MEMORANDUM OF UNDERSTANDING
BETWEEN TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
AND THE TEMECULA VALLEY EDUCATORS ASSOCIATION

Special Education Subcommittee
February 9, 2026

This Memorandum of Understanding (“MOU”) is entered into by and between the Temecula Valley Unified School District (“District”) and the Temecula Valley Educators Association (hereinafter “Association”).

WHEREAS, Special Education is an area within the District’s instructional programs that is very complex, with a growing variety of needs, and provides services for a wide range of students;

WHEREAS, Special Education staff benefit from training, professional development, guidance, mentorship, and support to provide these services to students;

WHEREAS, both parties acknowledge that an informal Special Education board subcommittee during the 2024/2025 school year was productive in discussing a variety of related topics;

WHEREAS, as a next step the parties agree to establish a standing subcommittee for the term of this MOU with specific goals and objectives;

WHEREAS, it is important to have representatives from different employee groups and classifications partaking in this subcommittee;

NOW, THEREFORE, the District and Association agree as set forth below:

1. The District and the Association shall meet on a quarterly basis (four times a year) for a Special Education Subcommittee meeting. For the 2025/2026 school year, the subcommittee will meet twice before the end of June 2026.

The parties acknowledge that if new federal or state laws, regulations, or related guidance are enacted that materially impact special education programs or services and have related impact and effects on unit members’ working conditions, TVEA or the District may request additional meetings by submitting a Demand to Bargain.

Upon receipt of a Demand to Bargain, the parties shall meet in a timely manner to determine whether additional meetings are necessary and, if so, the most appropriate venue and process to address the request, which may include the Special Education Subcommittee or another mutually agreed-upon forum.

2. The Special Education Subcommittee shall have specific and limited goals and objectives to achieve. During the term of this MOU, the focus area will be the topic of student and staff safety.
3. The Special Education Subcommittee shall be composed of five (5) representatives appointed by each participating party. Of the five (5) representatives, three (3) shall be designated as permanent members, and up to two (2) additional representatives may participate on a meeting-by-meeting basis as guest members, depending on the topic, at

the discretion of each respective party. In the event the District enters into a similar but separate memorandum of understanding with an additional labor association, that association shall likewise be entitled to five (5) representatives on the Subcommittee, structured in the same manner, to ensure equal representation among all parties.

Each participating party shall designate one (1) of its five representatives to serve as the lead Committee member. The lead Committee members shall collaborate in advance of meetings to ensure that meetings are productive.

A Director of Special Education shall be responsible for committee logistics, including notifying Committee members of meetings, distributing materials, soliciting agenda items, and collecting questions from Committee members.

Meeting attendance shall be limited to Committee members, including designated guest members, unless the Committee mutually agrees to allow additional guests.

4. This Subcommittee and the norms established shall be productive, effective, and have a targeted problem-solving approach and present recommendations to bargaining teams as described in number seven below.
5. The Subcommittee shall provide a joint communication about the progress being made after each meeting.
6. The Special Education Subcommittee shall remain mindful of potential budget and staffing impacts and consider relevant budget constraints. The Subcommittee's priority will be to explore cost neutral solutions to address the challenges discussed.
7. Any recommendations and/or determinations made by the Special Education Subcommittee that involve bargaining matters shall be advisory only and shall be formally forwarded to the full TVUSD and TVEA Negotiations Teams.

The Subcommittee shall not engage in bargaining or reach binding agreements; rather, its role is to develop and present recommendations for consideration by the respective bargaining teams in future negotiation sessions.

8. This MOU will expire June 30, 2027.

Temecula Valley Unified School District

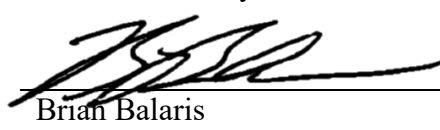


2/9/2026

Date

Francisco Arce
Assistant Superintendent
Human Resources Development

Temecula Valley Educators Association



2/9/2026

Date

Brian Balaris
Bargaining Chair
TVEA