

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
AND THE TEMECULA VALLEY EDUCATORS ASSOCIATION
CONCERNING ELEMENTARY SPECIAL EDUCATION CASE MANAGEMENT TIME

WHEREAS, the Temecula Valley Unified School District (“District”) and the Temecula Valley Educators Association (“Association”) are parties to a collective bargaining agreement (“CBA”) that establishes terms and conditions of employment for unit members;

WHEREAS, the District currently provides secondary Special Day Class (“SDC”) and Resource Specialist Program (“RSP”) teachers with time to perform duties related to case management. Unit members utilize case management time to complete duties such as, but not limited to, student observation, small group instructional support, individual or small group student support, collaboration with other teachers regarding student progress, discussion of student services with outside resources, conducting and evaluating assessments, preparing IEPs, attendance at pre-staffing and IEP meetings, and/or communication of student progress with parents.

WHEREAS, the parties desire to provide case management time to Elementary SDC and RSP teachers.

NOW, THEREFORE, the parties agree as follows:

1. Unit members teaching in RSP classes in grades Transitional Kindergarten through and including fifth (5th) shall be provided at least 180 minutes of case management time per week, pro-rated for weeks of less than five days. Elementary RSP teachers shall submit their proposed case management schedules in writing, which shall be approved by the site administrator.

Case management time shall be prorated for less than 1.0 FTE RSP teachers. Additionally, RSP teachers with a shared contract or who are assigned to multiple school sites, shall split the case management time in the same manner as the contract/assignment.

2. Unit members teaching SDC in grades Transitional Kindergarten through and including fifth (5th) shall be provided five (5) release days annually to be utilized for case management. Release days not used during the school year will be forfeited. Additionally, these bargaining unit members shall receive a seven hundred and fifty dollar (\$750.00) annual stipend.
3. This MOU shall not establish a precedent for negotiation of any other policy or subject.
4. This MOU shall expire June 30, 2020.
5. This MOU is subject to District Governing Board approval.

IN WITNESS WHEREOF, the parties duly executed this MOU on May 23, 2019.

For the District:

Raymond R. Johnson 5-23-19
Raymond R. Johnson Date
Assistant Superintendent
Human Resources Development

For the Association:

Brian Balaris 5/23/19
Brian Balaris Date
Bargaining Chair
Temecula Valley Educators Association

E. Joe Mueller
E. Joe Mueller
Director
Human Resources Development

5-23-19
Date