

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA**

**Memorandum of Understanding  
Elementary Special Education Case Management Time  
February 24, 2023**

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 have agreed to update and renew a previous MOU to provide case management time to Preschool and 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. For the remainder of the 2022-2023 school year, unit members teaching SDC in Preschool and grades Transitional Kindergarten through and including fifth (5th) shall be provided three (3) release days to be utilized for case management. The scheduling of these Case Management Days shall be mutually agreed upon by the site principal and unit member to assure that no detriment to the school program occurs (e.g. too many subs on campus, holiday or weekend extensions, or special needs at the site). Release days not used during

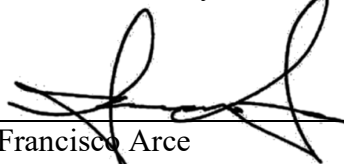
the 2022-2023 school year will be forfeited. Additionally, these bargaining unit members shall receive a seven hundred and fifty dollar (\$750.00) annual stipend.

3. Effective for the 2023-2024 school year, the case management release days identified in section 2 of this agreement shall increase to five (5) days and the annual stipend amount shall remain at seven hundred and fifty dollars (\$750.00).
4. This MOU shall not establish a precedent for negotiation of any other policy or subject.
5. This MOU shall expire June 30, 2024.
6. This MOU is subject to District Governing Board approval.


IN WITNESS WHEREOF, the parties duly executed this MOU on:

Temecula Valley Unified School District

Temecula Valley Educators Association

  
\_\_\_\_\_  
Francisco Arce  
Assistant Superintendent  
Human Resources Development

2/24/2023  
Date

  
\_\_\_\_\_  
Brian Balaris  
TVEA Lead Negotiator

2/24/2023  
Date