MEMORANDUM OF UNDERSTANDING (MOU)

between

PAJARO VALLEY FEDERATION OF TEACHERS (Union) and

PAJARO VALLEY UNIFIED SCHOOL DISTRICT (District)

Agreement to Resolve Education Specialist Caseload Grievance 2024-2025

WHEREAS, there is an ongoing grievance that the PVFT submitted to the district on or about November 11, 2024, regarding ARTICLE X. SPECIAL SERVICES. CLASS SIZE AND CASELOAD. 2 "Caseload: The number of students for whom a Special Education employee provides services." at Cesar Chavez Middle School,

WHEREAS, the ongoing grievance applies to the caseloads for the position of education specialist established in ARTICLE X. SPECIAL SERVICES. CLASS SIZE AND CASELOAD. 3 CASELOADS AND CLASS SIZE SECTIONS: iii. Middle/Junior High 4. Education Specialist: a. Caseload maximum twenty-eight (28) and iv. High school 4. Educational Specialist: a. Caseload maximum twenty-eight (28),

WHEREAS, both parties have a mutual interest in resolving this open grievance by establishing a common understanding of the limits on caseloads as applied to the position of education specialists,

NOW, THEREFORE, the Parties do hereby agree as follows,

1. For the position of education specialist in the middle/junior high and high school settings, the respective caseload limits established within the collective bargaining agreement shall apply only to students that have their IEPs case managed by the unit member.

For definition of case management, see exhibit a.

- a. Education specialists in the middle/junior high and high school settings shall provide instructional services to students who are not included in their caseload.
 - i. i. Every reasonable effort shall be made to establish class sizes that enable education specialists to effectively meet the needs of each student.
- b. Education specialists in the middle/junior high and high school settings shall be granted a daily case management/collaboration preparation period equal in length to one instructional period.

- i. Site administrators and Education Specialists will collaborate to designate a specific case management/collaboration preparation period.
- c. Substituting on prep or case management period will follow the guidelines as outlined in Article X Section A (2.b).
- 2. This MOU shall not be precedent setting and shall not constitute a past practice.
- 3. The parties agree to revisit this language during the next round of Master CBA negotiations.
- 4. This MOU will end upon ratification of new contract language in the CBA. If a new contract is not ratified by June 30th, 2026 then this MOU will end on June 30th, 2026
- 5. Both PVFT and PVUSD understand that during the 26/27 school year a case management period may not be available based either on new contract language or the ending of this MOU.
- 6. Both PVFT and PVUSD understand that during the 26/27 school year the respective caseload limits established within the collective bargaining agreement shall apply to students receiving IEP services
- 7. This MOU shall be in effect from Date of agreement to June 30, 2026

For the District:

Signature

For the Union:

Signature

Date

Exhibit A:

Case management for a special education teacher involves coordinating and overseeing the educational services and supports for students with disabilities on their caseload. This includes:

- Developing and Implementing IEPs: Ensuring students' Individualized Education Programs (IEPs) are properly created, updated, and followed.
- Collaboration: Communicating with general education teachers, support staff, therapists, and families to ensure appropriate accommodations and modifications are in place.
- Compliance and Documentation: Maintaining accurate records, progress reports, and legal documentation to meet federal, state, and district requirements.
- Monitoring Student Progress: Regularly assessing student progress toward IEP goals and adjusting support as needed.