

**Tentative Agreement
Between the
Temecula Valley Unified School District
And The
Temecula Valley Educators Association CTA/NEA
October 9, 2014**

CONTRACT PREAMBLE

This is an Agreement made and entered into on July 1, 2013, between the Temecula Valley Unified School District (hereinafter referred to as "TVUSD") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "TVEA").

Elementary Case Management

No later than March 15, 2015, a joint committee comprised of three (3) TVEA and three (3) TVUSD representatives will research the feasibility of providing district-wide special education case management, and will present a report with recommendations for providing special education case management for Kindergarten through 5th grade special education teachers, to the TVEA/TVUSD Bargaining teams.

Calendar

The work year calendar for TVEA members will be reduced by one (1) non-student work day on Appendices B-1, B-2, B-3, B-4, and B-5 with no impact to salary schedules. (B-1 and B-2 are reduced to a 184 day work year calendar, B-3 is reduced to a 194 day work year calendar, B-4 is reduced to a 189 day work year calendar, B-5 is reduced to a 204 day work year calendar.).

ARTICLE 5: HOURS

- 5.6.1 Unit members teaching SDC or RSP in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for case management time in addition to preparation time, except on modified days. Unit members shall utilize this 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 IEP's, attendance at pre-staffing and IEP meetings, and/or communication of student progress with parents. Case management time and preparation time may be used interchangeably.
- 5.13 Each site will have school-wide intervention program(s) to be approved by 60% of the bargaining unit members that submit a ballot. TVEA and the site administrator will conduct the vote.

ARTICLE 7: COMPENSATION AND BENEFITS

7.1.1 Compensation for the 2013 through 2015 school years will be according to Appendices B-1, B-2, B-3, B-4, and B-5. Effective the 2013-2014 school year the District agrees to add Step 25 to Appendices B-1, B-3, B-4, and B-5. Effective July 1, 2014, Appendices B-1, B-2, B-3, B-4, and B-5 will be increased by 3.0%, which shall resolve 2013-2014 negotiations on this topic.

With regard to 2014-2015 negotiations, effective January 1, 2015, Appendices B-1, B-2, B-3, B-4, and B-5 will be increased by 2.0% if the Governor proposes at least 20.68% in "gap funding" in his January 2015 Proposed Budget for the 2015-2016 Budget Year. Both parties agree to reopen Article 7, if the Governor's Proposed Budget is above or below 20.68%.

ARTICLE 10: LEAVE

10.2 PERSONAL BUSINESS

A unit member may elect to use up to ten (10) days in a year as Personal Business Leave. Administrative approval is only required if that leave extends a holiday or vacation period, and a unit member shall complete a form when making this request.

10.4.2 For purposes of this provision, an employee, spouse, or registered domestic partner of the employee's immediate family member shall be limited to:

- Mother
- Father
- Grandmother
- Grandfather
- Grandchild
- Sister
- Brother
- Daughter
- Daughter-in-law
- Son
- Son-in-law
- Any step-family member referenced in this article, or
- Any relative living in the immediate household

ARTICLE 17: DUE PROCESS/JUST CAUSE

17.3.1 Verbal Warning

A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall receive a written summary of the verbal warning and may request a meeting to discuss its content. Verbal warnings shall not be placed in the

unit member's personnel file unless a written reprimand is later issued. Exceptions to a verbal warning may be made when safety and legal compliance issues are involved.

ARTICLE 22: SHARED TEACHING

22.2.4 All requests to return to full-time employment the following year shall be considered before the District interviews outside applicants.

ARTICLE 29: TERM

29.1 The new term of the Agreement will be from July 1, 2013 through June 30, 2015. For each year during the duration of the Agreement the parties agree to reopeners on Article 7: Compensation and Benefits. In addition, the District and the Association shall have the ability to reopen two (2) articles for negotiations.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE "A"

184 Day Work Year

2014-2015

Effective July 1, 2014, Appendix B-1 will be increased by 3.0%. Effective January 1, 2015, Appendix B-1 will be increased by 2.0% if the Governor proposes at least 20.68% in Gap Funding in his January 2015 Proposed Budget.

	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA/ BA + 45	MA + 15/ BA + 60	MA + 30/ BA + 75 w/MA
1	43,903	43,903	45,596	47,768	49,940	52,113
2	43,903	43,903	47,878	50,159	52,437	54,715
3	43,903	43,903	50,159	52,544	54,931	57,324
4	43,903	45,596	52,437	54,931	57,429	59,928
5		47,878	54,714	57,319	59,925	62,536
6		50,271	56,995	59,709	62,422	65,142
7		52,785	59,276	62,096	64,918	67,751
8		55,425	61,553	64,483	67,412	70,355
9			63,834	66,872	69,911	72,960
10			66,113	69,258	72,404	75,568
11					74,902	78,176
12					77,398	80,779
13						83,385
16*						85,470
19*						87,607
22*						89,797
25*						92,042

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

Speech & Language Therapist may be granted a maximum of 12 years experience for previous full time experience outside the Temecula Valley Unified School District.

* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.

For I-15 Consortium Intern Program participants, see Intern Salary Schedule.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE "B"

184 Day Work Year

2014-2015

Effective July 1, 2014, Appendix B-2 will be increased by 3.0%. Effective January 1, 2015, Appendix B-2 will be increased by 2.0% if the Governor proposes at least 20.68% in Gap Funding in his January 2015 Proposed Budget.

	A	B				
STEP	BA	BA + 15				
1	43,428	43,428				
2	43,428	43,428				
3	43,428	43,428				
4	43,428	45,596				
5		47,878				
6		50,271				
7		52,785				
8		55,425				
9						
10						
11						
12						
13						
16*						
19*						
22*						
25*						

A teacher assigned to a "B" schedule holds either out of state credentials, emergency permits, waivers, or are intern program participants.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

COUNSELOR/LIBRARIAN/BEHAVIORAL HEALTH SUPPORT SPECIALIST SALARY SCHEDULE

194 Day Work Year
2014-2015

Effective July 1, 2014, Appendix B-3 will be increased by 3.0%. Effective January 1, 2015, Appendix B-3 will be increased by 2.0% if the Governor proposes at least 20.68% in Gap Funding in his January 2015 Proposed Budget.

	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA/ BA + 45	MA + 15/ BA + 60	MA + 30/ BA + 75 w/MA
1	45,760	45,760	48,049	50,337	52,625	54,916
2	45,760	45,760	50,450	52,857	55,257	57,658
3	45,760	45,760	52,857	55,371	57,886	60,409
4	45,760	48,049	55,257	57,886	60,513	63,153
5		50,450	57,655	60,403	63,147	65,898
6		52,972	60,061	62,919	65,777	68,649
7		55,623	62,459	65,434	68,408	71,390
8		58,406	64,867	67,947	71,038	74,136
9			67,270	70,468	73,670	76,883
10			69,667	72,983	76,294	79,628
11					78,932	82,378
12					81,559	85,122
13						87,869
16*						90,065
19*						92,311
22*						94,625
25*						96,991

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

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TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

PSYCHOLOGIST SALARY SCHEDULE

189 Day Work Year

2014-2015

Effective July 1, 2014, Appendix B-4 will be increased by 3.0%. Effective January 1, 2015, Appendix B-4 will be increased by 2.0% if the Governor proposes at least 20.68% in Gap Funding in his January 2015 Proposed Budget.

	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA/ BA + 45	MA + 15/ BA + 60	MA + 30/ BA + 75 w/MA
1	51,999	51,999	54,008	56,582	59,143	61,717
2	51,999	51,999	56,464	59,156	61,833	64,524
3	51,999	51,999	58,921	61,730	64,524	67,331
4	51,999	53,580	61,614	64,552	67,473	70,409
5		55,874	63,872	66,916	69,945	72,989
6		58,454	66,266	69,425	72,567	75,725
7		61,190	68,722	71,998	75,257	78,532
8		64,097	71,179	74,572	77,947	81,339
9			73,623	77,133	80,624	84,132
10			76,092	79,719	83,328	86,954
11					85,990	89,732
12					88,681	92,540
13						95,347
16*						97,584
19*						99,878
22*						102,415
25*						104,975

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.

For I-15 Consortium Intern Program participants, see Intern Salary Schedule.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE - LEAD NURSE

204 Day Work Year

2014-2015

Effective July 1, 2014, Appendix B-5 will be increased by 3.0%. Effective January 1, 2015, Appendix B-5 will be increased by 2.0% if the Governor proposes at least 20.68% in Gap Funding in his January 2015 Proposed Budget.

	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA/ BA + 45	MA + 15/ BA + 60	MA + 30/ BA + 75 w/MA
1	48,651	48,651	50,525	52,933	55,340	57,748
2	48,651	48,651	53,054	55,582	58,106	60,631
3	48,651	48,651	55,582	58,224	60,870	63,523
4	48,651	50,525	58,106	60,870	63,638	66,407
5		53,054	60,630	63,516	66,403	69,298
6		55,705	63,156	66,165	69,170	72,184
7		58,490	65,685	68,808	71,937	75,075
8		61,418	68,207	71,453	74,700	77,961
9			70,734	74,102	77,469	80,847
10			73,260	76,746	80,231	83,737
11					82,998	86,626
12					85,766	89,512
13						92,400
16*						94,707
19*						97,077
22*						99,503
25*						101,991

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.

For I-15 Consortium Intern Program participants, see Intern Salary Schedule.

Temecula Valley Unified School District

Student/Teacher Calendar

2014/2015 School Year

H - Holidays & School Breaks

T - Teacher Preparation Day (K-12 Non-student day)

S - Staff Development Day (K-12 Non-student day)

MHM - Modified Day (6-12 only)

HM - Modified Day (9-12 only)

M - Modified Day (K-12)

EM - Elem. Modified Day (K-5 only)

MM - Modified Day (6-8 only)

MHLS (6-12 only) Late Start - MS & HS

LH - Local Holiday

(Board Approval 4-16-2013)(Revised 8-26-2014: BVMS times on pg. 2)

DRAFT REVISION 10/9/2014

 Student Days

JULY						
S	M	T	W	TH	F	S
		1	2	3	4 ^H	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13 ^S	14 ^S	15 ^M	16
17	18 ^{MHLS}	19	20 ^{EM}	21	22	23
24 ³¹	25 ^{MHLS}	26	27 ^{EM}	28	29	30

SEPTEMBER						
S	M	T	W	TH	F	S
	1 ^H	2	3 ^{EM}	4	5	6
7	8 ^{MHLS}	9	10 ^{EM}	11	12	13
14	15 ^{MHLS}	16	17 ^{EM}	18 ^{HM}	19 ^S	20
21	22 ^{MHLS}	23	24 ^{EM}	25	26	27
28	29 ^{MHLS}	30				

OCTOBER						
S	M	T	W	TH	F	S
			1 ^{EM}	2	3	4
5	6 ^{MHLS}	7	8 ^{EM}	9	10	11
12	13 ^{EM/MHLS}	14 ^{EM}	15 ^{EM}	16 ^{EM/MM}	17 ^{EM/MM}	18
19	20 ^{MHLS}	21	22 ^{EM}	23	24	25
26	27 ^{MHLS}	28	29 ^{EM}	30	31	

NOVEMBER						
S	M	T	W	TH	F	S
						1
2	3 ^{MHLS}	4	5 ^{EM}	6	7	8
9	10 ^{MHLS}	11 ^H	12 ^{EM}	13	14	15
16	17 ^{MHLS}	18	19 ^{EM}	20	21	22
23	24 ^H	25 ^H	26 ^H	27 ^H	28 ^H	29
30						

DECEMBER						
S	M	T	W	TH	F	S
	1 ^{MHLS}	2	3 ^{EM}	4	5	6
7	8 ^{MHLS}	9	10 ^{EM}	11	12	13
14	15 ^{MHLS}	16	17	18 ^{HM}	19 ^M	20
21	22 ^H	23 ^H	24 ^H	25 ^H	26 ^H	27
28	29 ^H	30 ^H	31 ^H			

JANUARY						
S	M	T	W	TH	F	S
				1 ^H	2 ^H	3
4	5 ^{LH}	6	7	8 ^{EM}	9	10
11	12 ^{MHLS}	13	14 ^{EM}	15	16	17
18	19 ^H	20	21 ^{EM}	22	23	24
25	26 ^{MHLS}	27	28 ^{EM}	29	30	31

FEBRUARY						
S	M	T	W	TH	F	S
1	2 ^{MHLS}	3	4 ^{EM}	5	6	7
8	9 ^{MHLS}	10	11 ^{EM}	12	13 ^H	14
15	16 ^H	17	18 ^{EM}	19	20	21
22	23 ^{MHLS}	24	25 ^{EM}	26	27	28

MARCH						
S	M	T	W	TH	F	S
1	2 ^{MHLS}	3	4 ^{EM}	5	6	7
8	9 ^{MHLS}	10	11 ^{EM}	12	13 ^{MHM}	14
15	16 ^{MHLS}	17	18 ^{EM}	19	20	21
22 ²⁹	23 ^{30H}	24 ^{31H}	25 ^H	26 ^H	27 ^H	28

APRIL						
S	M	T	W	TH	F	S
			1 ^H	2 ^H	3 ^H	4
5	6 ^{MHLS}	7	8 ^{EM}	9	10	11
12	13 ^{MHLS}	14	15 ^{EM}	16	17	18
19	20 ^{MHLS}	21	22 ^{EM}	23	24	25
26	27 ^{MHLS}	28	29 ^{EM}	30		

MAY						
S	M	T	W	TH	F	S
					1	2
3	4 ^{MHLS}	5	6 ^{EM}	7	8	9
10	11 ^{MHLS}	12	13 ^{EM}	14	15	16
17	18 ^{MHLS}	19	20 ^{EM}	21	22	23
24 ³¹	25 ^H	26	27	28	29	30

JUNE						
S	M	T	W	TH	F	S
	1	2	3	4 ^M	5 ^M	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Holidays and Breaks:

Independence Day July 4, 2014
 Labor Day September 1, 2014
 Veteran's Day November 11, 2014
 Thanksgiving Break November 24 - 28, 2014

M - First semester ends December 19, 2014
 Winter Break December 22, 2014 - January 2, 2015
 Martin Luther King Jr. Day January 19, 2015
 Lincoln's Birthday February 13, 2015

Washington's Birthday
 Spring Break
 Memorial Day
 Last day of school

February 16, 2015
 March 23 - April 3, 2015
 May 25, 2015
 June 5, 2015

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

Memorandum of Understanding

May 5, 2014

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

WHEREAS, the representatives of the District and the Association have met and agreed upon the following; and

WHEREAS, all agreed upon provisions shall become effective July 1, 2014, and shall remain in effect through June 30, 2015, unless the parties meet to negotiate otherwise subsequent to the date of this MOU;

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

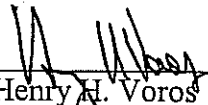
Teacher Preparation

For the purpose of this MOU, Kindergarten will refer to Kindergarten AND Transitional Kindergarten.

1. All Kindergarten teachers will have two (2) 90-minute blocks of instructional time with class sizes of no more than 15:1, with the exception of modified days. K-1 combination classes are excluded from this provision.
2. All Kindergarten teachers will, upon completion of dismissal duty, have preparation time.
3. Article 5.7.1 shall be suspended during the term of this MOU.
4. No later than January 31, 2015, all Kindergarten teachers will be surveyed on the effectiveness of the EarlyBird/Late Bird schedule. The results will be evaluated by a committee of TVEA selected Kindergarten teachers and TVUSD representatives.

This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.


Temecula Valley Unified School District



Henry H. Voros
Assistant Superintendent
Human Resources Development

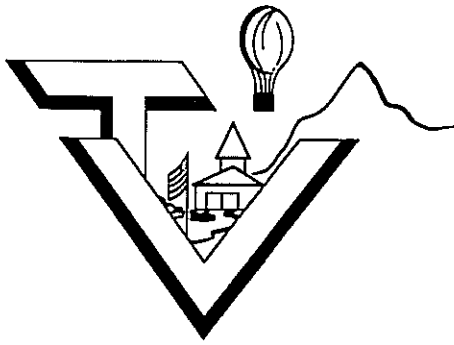
5-5-14
Date

Temecula Valley Educators Association



Edgar Diaz
TVEA Lead Negotiator

5/5/14
Date



**TEMECULA VALLEY
UNIFIED SCHOOL DISTRICT**

SUPERINTENDENT

Timothy Ritter

BOARD OF EDUCATION

Robert Brown

Vincent O'Neal

Dr. Allen Pulsipher

Dr. Kristi Rutz-Robbins

Richard Shafer

**Temecula Valley Unified School District
Temecula Valley Educators Association/CTA/NEA**

**Memorandum of Understanding
May 5, 2014**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula Valley Unified School District ("District") and the Temecula Valley Educators Association/CTA/NEA ("Association").

The District and Association met in a collaborative manner and developed the terms of this MOU.

Appendix C-1

Effective July 1, 2014, the "Freshman Water Polo" stipend will be removed from Appendix C-1.

Effective July 1, 2014, one (1) Boys and one (1) Girls "Junior Varsity Tennis" stipend will be added to Appendix C-1. Both will be compensated at 5% of Step A/1 on Certificated Salary Schedule "A."

Non-Precedent Setting

This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.

Temecula Valley Unified School District

Temecula Valley Educators Association

5-5-14

Henry H. Voros
Assistant Superintendent
Human Resources Development

5/5/14

Edgar Diaz
Lead Negotiator
TVEA