

**TEMECULA VALLEY
UNIFIED SCHOOL DISTRICT**

SUPERINTENDENT
Timothy Ritter

BOARD OF EDUCATION

Julie Farnbach

Kevin S. Hill

Sandra Hinkson

Dr. Allen Pulsipher

Dr. Kristi Rutz-Robbins

GRIEVANCE SETTLEMENT AGREEMENT

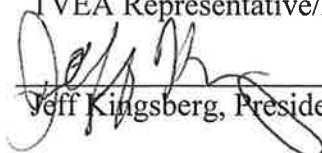
This Grievance Settlement Agreement (“Agreement”) is entered into between the Temecula Valley Unified School District (“District”) and the Temecula Valley Educators’ Association, CTE/NEA (“TVEA”) (collectively referred to as “the Parties.”).

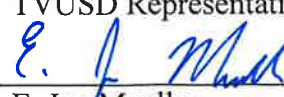
WHEREAS, On September 24, 2015, TVEA filed a level II grievance and a level III grievance on October 21, 2015 on behalf of multiple members of bargaining unit regarding an alleged violation of Article 11.2 of the collective bargaining agreement.

WHEREAS, there is some dispute between the parties regarding the meaning of a “mainstreamed special education student” noted in Article 11.2 of the collective bargaining agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The parties have met and negotiated a mutually agreeable Memorandum of Understanding that will become effective September 1, 2016.
2. Once both parties sign the above mentioned MOU, TVEA agrees not to pursue arbitration of, or otherwise pursue the Association’s Level III Grievance dated October 21, 2015 or any future grievances submitted on this matter during the term of this agreement.
3. This Agreement has been negotiated in good faith between the District and the Association, and constitutes the complete compromise, settlement and agreement of any and all disputes, contractual or legal, pertaining to the subject matter of the grievances dated September 24, 2016 and October 21, 2015.
4. This Agreement shall not be considered in any way an admission of any misapplication or violation of any provision of the collective bargaining agreement or any statute or regulation, nor of any liability or wrongdoing by District, its Board of Trustees, nor any officers, executives, agents, or employees of the District.
5. This Agreement is unique unto its own circumstances and shall in no way set a precedent for any other employee in the future, and furthermore, no party hereto shall cite this Agreement or its terms as precedent for any purpose in the future.
6. This Agreement shall expire on June 30, 2017.

TVEA Representative/Designee

 Jeff Kingsberg, President, TVEA
 9/12/16
 Date

TVUSD Representative/Designee

 E. Joe Mueller,
 Director, HRD
 9/12/16
 Date