



Tentative Agreement Contract Language Changes and Rationale

**TVEA and TVUSD
July 1, 2015 - June 30, 2017**

Your TVEA Bargaining Team is pleased to provide you with this Tentative Agreement reached with the TVUSD. Carefully review the language changes listed below.

TVEA strongly supports this agreement and encourages you to vote YES.

Article 5 - Hours

Rationale:

- *5.6.1.1 - 5.6.1.3 clarifies case management for teachers of the most severe student populations. Special Education SDC teachers with assignments indicated in Section 5.6.1.3 will receive 18 release days plus a \$1500 stipend to compensate for case management time unavailable to them in their regular work day.*
- *5.9.1 and Appendix N will provide compensation for elementary teachers who are acting as substitutes in emergency situations.*
- *5.11 and Appendix M clarifies what a prep is, develops a form to sign to verify the mutual agreement of being assigned more than three teaching assignment preparations, and adds some exceptions for programs that cannot exist with less than three teaching assignment preparations.*
- *5.12 and 5.13 are included due to changes in section numbers resulting from the above addition to language.*

NEW LANGUAGE

5.6 Unit members teaching in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for preparation time, except on modified days. The period shall be the same length as a regular instructional period. The District reserves the right to assign duties, including classroom instructional duties, at any time during the work day, other than the duty-free thirty (30) minute lunch period and assigned preparation time, as set forth herein.

5.6.1 [With the exception of the classes listed in Section 5.6.1.3](#), 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.

[5.6.1.1 In lieu of the case management period described in Section 5.6.1 above, unit members teaching the classes described in Section 5.6.1.3 shall receive eighteen \(18\) days of release to](#)

perform the functions delineated in Section 5.6.1, provided that those functions are applicable. The eighteen days are to be spread throughout the year as follows: two (2) days per month in August, September, October, November, January, February, April, May; one (1) day per month in December and March; and zero (0) days in June. Release days not used in their designated month will be forfeited.

5.6.1.2 In addition to the release days provided in Section 5.6.1.1, the unit members teaching classes listed in Section 5.6.1.3 shall receive an annual stipend in the amount of \$1,500.00.

5.6.1.3 Sections 5.6.1.1 and 5.6.1.2 apply to teachers of the following classes

- SDC BRIDGE classes
- SDC Severely Handicapped classes
- SDC STEPSS classes
- SDC Emotionally Disturbed classes
- SDC Severely Handicapped/Moderately Handicapped classes
- SDC Medically Fragile classes
- SDC BRIDGE Adult classes
- SDC LEAPS Adult classes

Changes or additions to this list shall be mutually agreed upon by the District and Association.

5.9 Unit members shall not be required to substitute except in the event of an emergency. If a unit member does substitute, he/she will be paid the hourly rate or receive compensation time.

5.9.1 Temporary Expanded Class (TEC) Compensation

Unit members teaching TK-5 shall not be required to take on additional students for another unit member except in the event that a substitute cannot be secured. In the event a unit member in TK-5 is temporarily assigned students which causes a unit member's enrollment to exceed the highest enrolled classroom roster in the assigned grade at the site, the unit member will be compensated accordingly (using Appendix N).

Full Day TEC Rate - \$8.00 per student rate if students are in attendance in class greater than three (3) hours.

Half Day TEC Rate - \$4.00 per student rate if students are in attendance in class less than or equal to three (3) hours (See Appendix N).

- 5.11 For the purposes of this article, a single teaching assignment preparation for unit members in grades 6-12, will be defined by the course title in the master schedule. If the unit member is directed by the administrator to teach two different curriculums in the same period, this then will constitute two teaching assignment preparations for this one period.
- 5.11.1 Middle school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are EL, Interventions, Virtual School, PE, VAPA, and Special Education programs including SDC Concepts, BRIDGE, SH, STEPPS, ED/Behavior Class, and any other self-contained Special Education classrooms.
- 5.11.2 High school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are Career Tech, EL, Interventions, Virtual School, Independent Study, Adult School, PE, ROTC, VAPA, and Special Education programs including BRIDGE, SH, STEPPS, ED/Behavior Class, and Adult Transition classes, any other self-contained Special Education classrooms.
- 5.12 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.
- 5.13 Unit members will have input for preps or assignments for the following year.

Article 7 – COMPENSATION AND BENEFITS

7.1 Compensation - Salary and Stipends

Rationale:

- *7.1.1 reflects a 3% increase added to the salary schedule, effective July 1, 2015, given the positive growth in Gap Funding. Additionally, in light of the Governor's May Revise proposal, the parties agree to convene by October 1st, 2015, to discuss further compensation.*
- *The Extra Duty Stipend Schedule, Appendix C-1, has been adjusted to provide three (3) additional sports stipends to address the need for an equal number of stipends for girls and boys sports programs. Three (3) additional stipends have been included for each High School band and one (1) VAPA*

stipend for each Middle School. The stipend for High School Band Director changed to 10%.

- *Stipends added for Speech and Language Pathologists (SLPs) who participate as a Clinical Fieldwork Year Supervisor (\$1,000) or a SLP Intern Supervisor (\$500 per semester) (Appendix C-2).*
- *7.1.4 reflects the addition of a stipend for Special Education teachers of severe populations for caseload management time.*
- *A separate schedule for SLPs has been created in Appendix B-8 with an increase of \$2500 to Certificated Schedule A. SLPs may be granted up to 12 years of prior experience outside of the TVUSD and are not subject to the 50% experience within TVUSD to apply for Longevity (Article 9) in order to attract and retain unit members for this position.*

7.2 Health and Welfare Benefits

Rationale:

- *7.2.1 reflects an annual increase of \$564.96 (\$47.08 monthly) in the District contribution towards medical, dental, and vision insurance to help offset the rising cost of health care.*
- *7.2.3 - 7.2.4 clarifies the structure and purpose of the Insurance Advisory Committee (IAC) for TVEA as independent from other bargaining groups and establishes an earlier timeline for communicating options and potential changes of carriers.*

NEW LANGUAGE

7.1 COMPENSATION - SALARY AND STIPENDS

7.1.1 Compensation for the 2015 through 2017 school years will be according to Appendices B-1, B-2, B-3, B-4, B-5 and B-8.

Effective July 1, 2015, Appendices B-1, B-2, B-3, B-4, B-5 and B-8 will be increased by 3.0%. By October 1, 2015, the parties will reopen Article 7 for the 2015 – 2016 school year to negotiate regarding any increased GAP funding.

7.1.2 The Extra Duty Stipend Schedule, Appendix C-1 shall be amended to reflect any changes made to Appendices B-1, B-3, B-4, B-5, and B-8. Any CIF sanctioned and TVUSD Board of Trustees approved sports teams requiring coaches will be automatically included on the Extra Duty Stipend Schedule, Appendix C-1 or C-2.

Effective July 1, 2014, the salary Appendix C-2, Direct Student Instruction: Home teaching shall be at the rate of \$49.30 per hour.

7.1.3 Unit members will be paid twelfthly.

- 7.1.4 Special Education unit members referenced in Section 5.6.1.3 shall receive an annual stipend in the amount of \$1500 to be paid twelfthly in accordance to Section 5.6.1.2.

7.2 HEALTH AND WELFARE BENEFITS

- 7.2.1 The District contribution limit to the cost of medical, dental and vision insurance premiums per each eligible, full-time unit member and his/her dependents shall be \$790.58 per month (twelfthly) effective for the 2015-2016 school year. Payment of any additional medical, dental or vision insurance premium costs shall be paid by the individual unit member, (Appendix B-6).

If the preliminary estimate for health benefits for the 2014-2015 fiscal year exceeds the contribution limit, after adding in the funds from the insurance reserve, the IAC will be convened to develop plan and coverage modifications.

- 7.2.3 The District shall establish an Insurance Advisory Committee (IAC) for the purpose of researching available options and cost economies to maximize plan benefits and minimize premium costs to the District and employee participants. TVEA will appoint five (5) members to the IAC. The District shall provide the IAC and TVEA with relevant data within a reasonable time of the request concerning the health and welfare costs, experience, and plan expenses.

The IAC shall meet as needed. It shall solicit proposals and estimates, study costs of providing insurance coverage and usage by District employees, and shall make recommendations to their respective employee units.

- 7.2.4 If, through the IAC and negotiations process, there are changes to the health insurance plans with the current carrier, the parties must complete negotiations and provide notification to the District at least (seventy-five) 75 calendar days before the coverage start date. In the event of a carrier change, negotiations must be completed and provide notification to the District at least Ninety (90) calendar days in advance of the start date for the health plans of the new carrier. These notification timelines are intended to provide employees, at a minimum, a two week open enrollment period.

Article 9 – PROFESSIONAL GROWTH AND DEVELOPMENT PLAN

Rationale:

- *9.4.1.2 removes the minimum number of years required for SLPs for longevity eligibility.*
- *9.4.2.1 states a new practice of the District making an effort to notify employees of the possibility of eligibility for longevity on the salary schedule.*

NEW LANGUAGE

9.4 LONGEVITY

9.4.1 Column F of the Certificated Salary Schedule shall include longevity steps for unit members upon completion of fifteen (15), eighteen (18), twenty-one (21), and twenty-four (24) years of full-time teaching. Such members shall be granted longevity increments at the beginning of their sixteen (16), nineteen (19), twenty-two (22), and twenty-five (25) years of credentialed experience and providing they meet the following criteria:

9.4.1.1 A minimum of 50% of years of experience (that is, the completion of eight (8), nine-and-a-half (9.5), eleven (11), and twelve-and-a-half (12.5) years respectively) shall have been earned in the Temecula Valley Unified School District or its predecessor District: Temecula Union School District or the Elsinore Union High School District.

9.4.1.2 The minimum years of TVUSD services outlined in Section 9.4.1.1 shall not be applicable for Speech and Language Pathologists.

9.4.2 Unit members shall complete only Longevity form H-1 to receive their longevity step at Step 16, Step 19, Step 22, and Step 25 (when applicable).

9.4.2.1 The District shall send out a reminder notification to all unit members on step/column F13-F22 by March 1st each school year. The purpose of the notification is to inform unit members of their potential eligibility for longevity. This notification will include the unit member's hire date and the criteria necessary to qualify and apply for longevity as listed in Section 9.4.2.

Every effort will be made by the District to notify all unit members on step/column F13-F22, however it is ultimately the unit member's responsibility to monitor his/her longevity

progress. The process described in Section 9.4.2.1 is non-grievable.

9.4.2.2A certificated employee who qualifies for longevity advancement shall be paid the increased salary not later than three (3) pay periods or three (3) months, whichever is longer, after the employee files proper documentation required for the salary increase. Interest will be applied per Ed. Code 45048 if the District does not meet payment timelines.

ARTICLE 11: CLASS SIZE

Rationale:

- *11.1 renumbered item.*
- *11.2 changes language from Class Size Reduction (CSR) to Grade Span Adjustment (GSA).*
- *11.2.1 indicates exclusions to the class caps in grades TK-8.*
- *11.2.2 sets the maximum number of students that a high school teacher will teach in a day at 185 with certain classes exempt from this cap.*
- *11.4 - 11.7 are included due to changes in section numbers resulting from the above addition to language.*

NEW LANGUAGE

11.1 The District shall attempt to determine parameters of class size based upon factors to include student safety, subject matter being taught, room capacity, and amount of available student furniture.

11.2 The maximum number of students per class, including mainstreamed special education students are:

TK, K, 1, 2, and 3 will adhere to Grade Span Adjustment (GSA) requirements contingent upon continued state funding.

4-5	32
6	34
7-8	36
Middle School PE	60

11.2.1 Excluded from the class maximums listed above in 11.2 are activity classes such as drama, band, chorus, Elementary physical education and VAPA.

11.2.2 The maximum daily student classroom contact for high school teachers shall not exceed 185 students except as provided in this Agreement.

11.2.2.1 Only students on a teacher's roster shall be included in the daily student classroom contacts. Teacher Assistants (TA's) shall not be included in the teacher's total daily student classroom contacts.

11.2.2.2 Assignments to be excluded are Career Tech, EL, Interventions, PE, ROTC and VAPA, Leadership, Team Sports.

11.2.2.3 Teachers shall have a maximum student contact prorated to their current Full-Time Equivalency as follows:

Full-Time Equivalent	Maximum Daily Student Classroom Contacts
20%	37
40%	74
60%	111
80%	148
100%	185
120%	222

11.2.2.4 The maximum daily student classroom contact may exceed 185 students during the first 20 days of each semester.

11.2.2.5 In the event that any individual teachers total daily student classroom contacts exceeds 185 students or the appropriate prorated equivalency after the 20th day of each semester, site administration shall implement a resolution.

11.2.2.6 Potential resolution may include, but are not limited to:

1. Mutual agreement between administrator and teacher to exceed daily student classroom contacts.
2. Reassignment or rescheduling of students and/or staff.
3. Hiring of additional staff.

4. Teachers will receive \$2.25 per day for each student exceeding the maximum daily student classroom contacts.

- 11.3 After the 20 day grace period at the start of each semester within five (5) days of exceeding the class size maximums in Section 11.2 and the maximum daily classroom contacts contained in Section 11.2.2, the site administrator will initiate action to reduce the numbers at or below the maximum.
- 11.4 The District shall make a reasonable effort to balance elementary class sizes at the same site and grade level.
- 11.5 The District shall assist site administration to evaluate and problem-solve high school counselor caseload issues.
- 11.6 The District shall assist site administration to evaluate and problem-solve special education caseload issues.
- 11.7 Each school site shall post the class size by individual classes each Friday starting with the third Friday of the site's new attendance year. The posting will be in an area where all teachers may view. A copy will be provided to the Association each week.

ARTICLE 29: TERM

Rationale:

- *This agreement is in place for two (2) years, the 2015-2016 and 2016-2017 school years.*

NEW LANGUAGE

- 29.1 The new term of the Agreement will be from **July 1, 2015 through June 30, 2017**. 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.