



Summary of Tentative Agreement and Memorandum of Understanding TVEA and TVUSD 2019-2020

The following Tentative Agreement (TA) has been reached between TVEA and TVUSD. For your information, included are several Memorandums of Understanding (MOUs). The Tentative Agreement is a permanent change to the current contract, while Memorandums of Understanding contain temporary changes affecting the 2019-2020 school year. Bargaining will continue with two reopeners as well as Article 7: Compensation and Benefits for 2020-2021 in the next round of negotiations.

TVEA Executive Board supports this agreement and encourages you to vote YES.

The Tentative Agreement requires a vote by membership. In order to implement the changes for July, TVEA will conduct a vote using our online voting system through personal email. Please refer to the voting timelines below.

Tentative Agreement Member Forum Q & A

TVEA Leadership and Bargaining Team Representatives

Wednesday, May 29 - 3:00 – 4:30 pm

TVEA Office

Electronic Voting

District e-mails

Friday, May 31 – Tuesday, June 4

Results of Ratification Vote Announced

Wednesday, June 5

Tentative Agreement
(Permanent Language Changes to Contract effective July 1, 2019)

The original signed Tentative Agreement may be viewed on www.tveducators.org.

(Language changes in BLUE)

Article 4: Organizational Membership

Rationale: Article 4 is being replaced to align the requirements resulting from the U.S. Supreme Court's ruling on Janus v. American Federation of State, County, and Municipal Employees, Council 31.

- 4.1** Any application or authorization of membership in the Temecula Valley Educators Association, CTA/NEA, shall be delivered to and maintained by the Association. The Association shall be responsible for notifying the District of unit members' authorization to deduct unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for the ten (10) months September through June. During the months September through June inclusive, any new, canceled or changed authorizations for payroll deductions submitted to the District prior to and including the 15th day of the month shall be applied to that month's pay warrant. Authorizations received after the 15th day of the month shall take effect in the following month. Any authorizations received after the 15th day of the month in June or during the months of July and August shall take effect in September.
- 4.2** Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.
- 4.3** With respect to all sums deducted by the District pursuant to Section 4.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members including employee identification numbers for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. When dues monies are remitted to the Association and separately to CTA, the District shall notify the Association as in the manner described above for both parties including the amounts remitted to each.
- 4.4** The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.3 of this Article.
- 4.4.1** The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
- 4.4.2** The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.4.1 above shall or shall not be compromised, resisted, defended, tried or appealed.

- 4.5 The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.4. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

Article 7: Compensation and Benefits

Rationale: Beginning July 1, 2019, compensation will increase 2.3% for the salary schedules in Appendices B-1 (Certificated Salary Schedule "A"), B-2 (Certificated Salary Schedule "B"), B-3 (Counselor/Librarian/Health Support Specialist Salary Schedule), B-4 (Psychologist/Licensed Clinical Social Worker/Behavioral Analyst), B-5 Lead Nurse Salary Schedule and B-9 Career Technical Education Salary Schedule and 4.3% for the salary schedule in Appendix B-8 Speech and Language Pathologist Schedule. In addition, a one-time off-schedule payment of 2% will be paid to current members still employed on September 1, 2019 paid no later than October 31, 2019. Columns A, B, and C will be combined as one column and renamed as Column A to increase the competitiveness of the introductory years on the salary schedule. Thus Columns D, E, and F will be renamed Columns B, C, and D, respectively. Please refer to salary schedules at the end of the TA.

- 7.1.1 Effective July 1, 2019, a 2.3% increase will be applied to all non-longevity steps for salary schedules in Appendices B-1, B-2, B-3, B-4, B-5 and B-9; a 4.3% increase will be applied to all non-longevity steps for the salary schedule in Appendix B-8.

A one-time off-schedule payment of 2% to be determined as follows: All members in paid status as of the date of ratification who are also employed by the District on September 1, 2019, will qualify for the one-time off-schedule payment. The payment will be based upon salary schedule placement at the time of ratification of this Agreement and paid no later than October 31, 2019.

The salary schedules in Appendices B-1, B-3, B-4, B-5 and B-8 will be restructured to a 4-column schedule such that existing columns A through C will be combined into one column and any member who has a Bachelor's degree with up to 44 units will be placed on the first column. The other columns will remain the same.

Rationale: Beginning July 1, 2019, the combination of Columns A, B and C results in a change of reference for stipend calculations. Moving forward, a base of \$50,069 will be indexed to applicable future compensation increases.

- 7.1.2.1 The stipend and extra-duty percentages referenced in Appendix C-1 and C-2, shall be calculated based on the Stipend/Extra Duty Base, which will be indexed to applicable future compensation increases. Effective July 1, 2019, the Stipend/Extra Duty Base shall be \$50,069.

Article 9: Professional Growth and Development Plan

Rationale: A change to the longevity rate from 3.25% to 3.85% was made and will have the following compounding effect. The increase will be based on cell D/13 (currently F/13), as of July 1, 2019, which will be increased by 2.3%. Please refer to salary schedules at the end of the TA.

9.4 LONGEVITY

- 9.4.3 Each longevity/professional growth increment shall be compensated at the rate of 3.85% above the previous step. Step 16, then, shall be F/13 + 3.85%, Step 19 shall be Step 16 + 3.85%, Step 22 shall be Step 19 + 3.85%, and Step 25 shall be Step 22 + 3.85%.

With the exception of Appendix B-9, any reference to Column F in Article 9: Professional Growth and Development Plan, will be amended to reflect Column D.

Article 11: Class Size

Rationale: This language was an MOU during the 18-2019 school year and is being made permanent in this contract. It's intent was to address inequity in workload when creating master schedules and student rosters as impacted by the diverse student populations in the TVUSD.

- 11.1.1 The District and Association recognize that classes at all levels are comprised of diverse student populations. The District will consider these diverse student populations, support staff, as well as teacher credentials, authorizations, and equity in workload when creating master schedules and student rosters.

Article 16: Grievance/Arbitration Procedure

Rationale: A reference was made to the district office website to locate where you can find the days the district office is open.

- 16.1.2 A day is a day upon which the District Office is open for business, as published on the [District website](#). Computation of time shall begin on the day following the alleged violation of the Agreement.

Rationale: Grievance forms are now to be submitted to Human Resources Development (HRD) instead of the immediate supervisor. Please refer to Appendix D-1 at the end of the TA for grievance form.

- 16.2.2 A grievance shall not be valid for consideration unless it is submitted in writing, on the prescribed grievance form, a copy of which is attached to this Agreement as Appendix D-1, to [Human Resources Development](#) setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought. The written grievance must be submitted within twenty (20) days from the date of the most recent act, omission or practice giving rise to the grievance. Failure to file any grievance within such time period shall be deemed a waiver thereof.

Rationale: The process was changed to condense Level II Immediate Supervisor and Level III Superintendent into a single step Level II Superintendent/Designee to simplify the process. Level III Mediation was added to provide members a third party to assist in reconciling grievances.

16.3 GRIEVANCE STEPS

16.3.1 Level I Problem Solving

Prior to filing a grievance, the potential grievant will schedule a meeting with the immediate supervisor to identify the problem and seek resolution. The potential grievant shall notify the supervisor that the meeting is requested pursuant to this section. In the event the problem is not resolved at Level I, [the decision may be appealed to Level II – Superintendent/Designee, provided the grievance may be submitted on the prescribed form \(Appendix D-1\) to Human Resources Development within the twenty \(20\) day time limitation provided in paragraph 16.2.2.](#)

16.3.2 Level II Superintendent/Designee

After receipt of the completed grievance resolution form, the [Superintendent/Designee](#) shall have ten (10) days in which to render a written decision regarding the grievance. In the event the grievance is not resolved at Level II, the decision may be appealed to Level III -[Mediation](#), provided such appeal is submitted on the prescribed form (Appendix D-2) to [Human Resources Development](#) within ten (10) days after receipt of the decision at Level II.

16.3.3 Level III Mediation

The Superintendent/Designee shall, upon receipt of the request for mediation within five (5) days, request the services of a mediator through the State Mediation and Conciliation Service, who shall meet with the parties and attempt to solve the grievance. If the grievance is not resolved in such a fashion, the grievant has ten (10) days from the date of the final mediation meeting to file the grievance at Level IV. A Level IV grievance must be filled out on a new grievance form (Appendix D-3), including a notice to the District, that the grievant is proceeding to the Board of Education and be submitted to the Superintendent's Office

16.3.4 Level IV Board of Education

16.3.4.1 The grievant [may present her/his case](#) to the Board of Education [at their next regularly scheduled meeting or, at the Board's discretion, at a special meeting.](#)

16.3.4.32 The Board shall, within twenty (20) days after the hearing, render a decision in writing.

16.3.4.43 If the grievant is not satisfied with the results of Level IV, she/he has ten (10) days from the written decision to file a Level V grievance.

Article 29: Term

Rationale: The current contract which will expire on June 30, 2019, is being renewed for two years through June 30, 2021.

29.1 The new term of the Agreement will be from [July 1, 2019 through June 30, 2021](#). For the 2020/21 school year, 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.

Technical Notation

All previously approved tentative agreements on language shall be reflected in the final tentative agreement document presented for the required processes and shall be included in the subsequent printed revised version of the master collective bargaining agreement between the Association and the District.

AB 1200/Ratification

This Tentative Agreement is subject to AB 1200 disclosures and approval by TVEA, and the District's Governing Board.

Student/Teacher Calendars

Calendars for the 2019-20, 2020-21 and 2021-22 school years are included in the contract. While the calendars for 2019-20 and 2020-21 have been Board approved, the calendar for 2020-21 is pending Board approval on June 11, 2019.

Memorandums of Understanding Summaries

(For member information only, NOT for voting consideration)

The following are temporary changes to the contract that will be in effect during the 2019-2020 school year. The original signed MOUs may be viewed on www.tveducators.org.

Concerning Career Technical Education Teachers

(Please see attached MOU)

Career Technical Education (CTE) Teachers are to be included in the bargaining unit represented by the Association. A new salary schedule has been created for those hired exclusively for CTE classes and reflect work experience in the industry as well as degree and course credit completion. Self-verification of Industry Experience and Employer Verification of Industry Experience forms and salary schedule are included.

Concerning Elementary Special Education Case Management Time

(Please see attached MOU)

When case management was added to the contract for secondary Special Education teachers, there was a mutual agreement to determine a way to provide case management at the elementary level as well.

- Unit members teaching RSP in grades Traditional Kindergarten through and including fifth (5th) shall be provided at least 180 minutes of case management time per week, pro-rated for weeks less than five days.
- Unit members teaching SDC in grades Transitional Kindergarten through and including fifth (5th) shall be provided five (5) release days annually to be utilized for case management and shall receive a \$750 annual stipend.

Kindergarten Teacher Preparation

(Please see attached MOU)

All kindergarten and transitional 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, excluding K-1 combination classes. Upon completion of the dismissal duty, all kindergarten and transitional kindergarten teachers will have preparation time.