

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

Memorandum of Understanding

May 26, 2016

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, all agreed upon provisions shall become effective July 1, 2016, and shall remain in effect through June 30, 2017; unless the parties meet to negotiate otherwise subsequent to the date of this MOU; and

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

General education class enrollment in grades 6 – 8 exceeding the class size limits set forth in Article 11 of the Collective Bargaining Agreement ("CBA") will be compensated as follows:

6th Grade \$2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth in Article 11. In no event shall the section enrollment exceed 36 students.

7th and 8th Grade \$2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 38 students.

6th - 8th Grade Physical Education \$2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 62 students.

When the placement of a student will cause a unit member's enrollment to exceed the class size maximums noted in Article 11.2 of the Collective Bargaining Agreement, when possible, site administrators will seek an available teacher volunteer, based on scheduling needs, before placing each student who exceeds the class size maximums in 11.2 of the CBA. An attempt will be made to place students in an equitable manner.

In grades 6, 7, and 8, the per pupil compensation noted in this agreement shall not be applicable to activity classes listed in Article 11.2.1 and Advisement classes.

It is expressly understood that the placement of the additional students noted in this agreement may cause class sizes at the same site, grade level, and department to be unbalanced. Additional students will remain enrolled in current classes regardless of student drops.

Enrollment in grades 6, 7, and 8 may exceed the maximums noted in Article 11.2 during the first 20 days of each semester. The compensation noted in this agreement shall not apply until the grace periods referenced in Article 11 have expired.

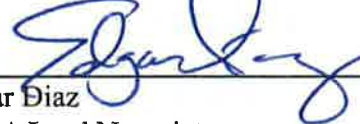
It is the intent of the District to provide the compensation component of this MOU to eligible unit members in their monthly paychecks. Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month. Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.

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

 5-26-16
Raymond Johnson Date
Assistant Superintendent
Human Resources Development

 5/26/16
Edgar Diaz Date
TVEA Lead Negotiator