

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
AND THE TEMECULA VALLEY EDUCATORS ASSOCIATION
CONCERNING CAREER TECHNICAL EDUCATION TEACHERS

WHEREAS, the Temecula Valley Unified School District (“District”) and the Temecula Valley Educators Association (“Association”) are parties to a collective bargaining agreement (“CBA”) that establishes terms and conditions of employment for unit members;

WHEREAS, the District intends to directly offer Career Technical Education (CTE) courses in its high school curriculum that were previously offered through the Riverside County Office of Education, beginning with the 2019-2020 school year, and to employ one or more appropriately credentialed¹ instructors to teach in the program;

WHEREAS, the Recognition article of the CBA provides that “the Board recognizes the Association as the exclusive representative of all certificated employees of the District, excluding substitute, management, supervisory, and confidential employees”;

WHEREAS, the parties have previously negotiated a Certificated Salary Schedule with Columns A-F reflecting levels of education and Steps 1 through 25, reflecting years of teaching experience;

WHEREAS, the CBA and the parties' previously negotiated Certificated Salary Schedule currently does not provide for the unique qualifications and experience of instructors with CTE Designated Subject Credentials;

WHEREAS, the District and the Association acknowledge that for most, obtaining a CTE Designated Subject Credential requires fewer years of education (a high school diploma) than does obtaining a preliminary or clear Multiple Subject or Single Subject Teaching Credential. However, the parties also recognize that CTE teachers often bring many years of outside experience/certifications along with their designated subject credential; and

WHEREAS, the parties desire to add a salary schedule that provides for fair, competitive compensation for CTE teachers.

NOW, THEREFORE, the parties agree as follows:

1. The parties recognize that CTE teachers are to be included in the bargaining unit represented by the Association. If necessary, the parties will file all necessary paperwork with the Public Employment Relations Board to affect this unit modification.
2. Effective in the 2019-2020 school year, a CTE Salary Schedule (attached as Exhibit 1) will specifically apply only to individuals hired exclusively to CTE classes. The salary schedule is similar to CBA Salary Schedule A, in that it contains the same steps and columns, but it contains some key additions for each column as follows:

¹ The program requires at least a preliminary Designated Subjects Career Technical Education Teaching Credential (“CTE Credential”) issued by the California Commission on Teacher Credentialing.

Salary Schedule	Column A	Column B	Column C	Column D	Column E	Column F
Schedule A	BA	BA + 15	BA + 30	MA/BA + 45	MA + 15/ BA + 60	MA + 30 / BA + 75 w/MA
CTE Schedule Appendix B-9	Designated Subject Credential (DSC)	DSC + 15	DSC + 30	Master of Field (MoF) or DSC + 45	MoF + 15 or DSC + 60	MoF + 30 or DSC + 75w/MoF

3. Initial Salary Schedule Placement and Issuance of Initial CTE Credits:
 - a. Bachelor's degree = 25 CTE Credits
 - i. If a bachelor's degree is earned, candidates shall be granted eligible industry experience credits while pursuing bachelor's or 25 credits for an earned bachelor's, whichever is greater.
 - b. One Year (1000 hours) of industry experience = 5 CTE Credits. The District shall credit years of industry experience within the last 10 years, equivalent up to 50 CTE units. Verification of industry sector experience will be made in accordance with Appendix Q and/or Appendix R, which are attached.
 - i. Industry experience required for initial credential issuance shall not be eligible for CTE Credits.

4. Courses used for initial salary schedule placement or advancement shall be college work taken from an accredited institution. A grade of C or higher, or its equivalent (Pass), must be earned for course work to count toward salary advancement.
 - a. Courses taken for salary placement and advancement must relate to the education of the students of the District, recognizing that expanding a unit member's area of expertise will benefit the student body. Courses taken may include:
 - i. **Content Areas** - should include all subjects taught in the District or being considered for inclusion in the District curriculum.
 - ii. **Enrichment Areas** - should include courses in subject areas taught within the District as enrichment and/or elective classes, or subjects that could be considered for future curriculum enrichment.
 - iii. **Methodological Areas** - should include courses in teaching techniques, motivation, classroom management, school and District administration, etc.
 - iv. **Effective Areas Of Interpersonal Relations** - of students and faculty, pupil growth and development, staff communication, problem solving, decision making, etc.

- b. A Master's degree and/or a Master of Field (MoF) may be used for column placement advancement.
- i. An earned Master's degree shall also constitute an MOF in the particular Industry Sector.
 - ii. The parties have identified the following additional examples of Masters of Field:

Industry Sector	Subset	MoF Equivalent
Hospitality, Tourism, and Recreation	Hospitality, Tourism, and Recreation	Completion of a Culinary Arts Program Accredited by the <u>Accrediting Commission of Career Schools and Colleges</u>
Transportation	System, Diagnostics Service, and Repair	Valid ASE Master Mechanic Certification
Information, Communication Technologies	Information Support and Services	Valid Cisco Certified Internetwork Expert (CCIE) Certification

- iii. The parties agree that the criteria for earning CTE Credits and a Master of Field designation listed above are not exclusive, and there may be circumstances not contemplated between the parties where certain certifications, accreditations, coursework, or achievements/contributions to the industry should translate into CTE Credits or a Master of Field designation. As a result, the District and TVEA agree to form a committee as needed to review those certifications, accreditations, coursework, or achievements and determine whether CTE Credits or a Master of Field should be awarded. The committee shall be comprised of two members from TVEA and two from the District, and shall meet, prepare a written recommendation concerning whether CTE Credits or a Master of Field should be awarded and commit to writing any recommendations extending therefrom. The written recommendations will be presented to the bargaining teams, who will collaborative reach a decision concerning the criteria.\. CTE teachers will be placed on the appropriate step as determined by prior teaching experience. Column placement will be based upon CTE Credits, as outlined herein and by the Equivalency Committee.
5. The District may offer a CTE position to an employee who instructed District students while employed with another employer/provider, without having to fly the position.
 6. Step placement shall be determined by the number of years teaching. A CTE teacher who instructed District students while employed by another provider/employer can count their time instructing District students as internal experience toward an initial placement on

step but these years do not count towards qualifying for longevity steps as internal years of service.


7. In all respects other than salary as described in this Memorandum of Understanding (MOU), and except where otherwise indicated in the CBA, CTE teachers are entitled to the rights and benefits described in the CBA as they apply to bargaining unit members.
8. The District reserves the right to continue to contract CTE services through the Riverside County Office of Education or a similar provider.
9. This MOU shall not affect any other provision of the CBA, nor shall any other subject or matter covered by the CBA become open to negotiation as a result of this MOU.
10. This MOU shall not establish a precedent for negotiation of any other policy or subject.
11. This MOU shall expire June 30, 2020. CTE teachers hired during the term of this MOU shall continue to be paid in accordance with this MOU until it is renewed or another structure is negotiated.
12. This MOU is subject to District Governing Board approval.

IN WITNESS WHEREOF, the parties duly executed this MOU on February 28, 2019.

For the District:

For the Association:


Raymond R. Johnson
Date 2-28-19


Brian Balaris
Date 2/28/19

Assistant Superintendent
Human Resources Development

Lead Negotiator
Temecula Valley Educators Association


E. Joe Mueller
Date 2/28/19

Director
Human Resources Development