

**Tentative Agreement
Between the
Temecula Valley Unified School District
And The
Temecula Valley Educators Association CTA/NEA
May 14, 2015**

CONTRACT PREAMBLE

This is an Agreement made and entered into on May 14, 2015, effective July 1, 2015, between the Temecula Valley Unified School District (hereinafter referred to as "TVUSD") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "TVEA").

ARTICLE 5: HOURS

- 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 an 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

5.9.1 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 purpose 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, and 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

- 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 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 with 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

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 service outlined in Section 9.4.1.1 shall not be applicable for Speech and Language Pathologists.

9.4.2 Unit members shall complete 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 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.

9.4.2.2 A 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

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 11.2 and the maximum daily classroom contacts contained in 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.

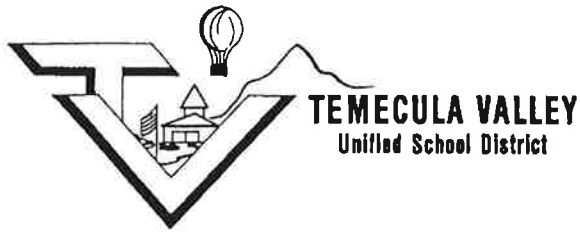
11.5 The District shall assist site administration to evaluate and problem-solve high school counselor caseload issues.

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

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.



**SPEECH AND LANGUAGE PATHOLOGIST
COMPENSATION ADDENDUM**

Speech Language Pathologists (SLPs) shall be placed on a separate salary schedule (B-8), which shall reflect:

1. An additional \$2,500.00 per year (to be added to each cell).
2. A maximum of twelve (12) years experience may be granted for previous experience outside the District.
3. Section 9.4.1.1 requirement of the Collective Bargaining Agreement shall not apply.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX C-1

STIPEND SCHEDULE
2015-2016 SCHOOL YEAR

POSITION	A/1 - PERCENTAGE	SALARY	
Varsity Football	1 Boys	10.0%	\$4,658
Trainer - (7% per season - 3 seasons)		21.0%	\$9,781
Varsity Basketball	1 Boys & 1 Girls	8.0%	\$3,726
Varsity Track	1 Boys & 1 Girls	7.0%	\$3,260
Varsity Baseball	1 Boys	8.0%	\$3,726
Varsity Softball	1 Girls	8.0%	\$3,726
Varsity Volleyball	1 Girls	8.0%	\$3,726
Varsity Soccer	1 Boys & 1 Girls	7.0%	\$3,260
Varsity Cross Country	1 Boys & 1 Girls	7.0%	\$3,260
Varsity Wrestling	1 Boys	8.0%	\$3,726
Varsity Water Polo	1 Boys & 1 Girls	8.0%	\$3,726
Junior Varsity Water Polo	1 Boys & 1 Girls	6.0%	\$2,795
Junior Varsity Tennis	1 Boys & 1 Girls	5.0%	\$2,329
Tennis	1 Boys & 1 Girls	7.0%	\$3,260
Golf	1 Boys & 1 Girls	6.0%	\$2,795
Athletic Director (per season - 3 seasons)		12.0%	\$5,589
Athletic Activities		12.0%	\$5,589
Football	J.V. & Frosh Head + 7 Assistants	6.0%	\$2,795
Volleyball	J.V. Head - 1 Girls	6.0%	\$2,795
	Frosh Head - 1 Girls	5.0%	\$2,329
	Developmental - 1 Girls	4.0%	\$1,863
Wrestling	J.V. Head - 1 Boys	6.0%	\$2,795
	Frosh Head - 1 Boys	5.0%	\$2,329
Soccer	J.V. Head - 1 Boys & 1 Girls	5.0%	\$2,329
	Developmental - 1 Girls	4.0%	\$1,863
Basketball	J.V. Head - 1 Boys & 1 Girls	6.0%	\$2,795
	Frosh Head - 1 Boys & 1 Girls	5.0%	\$2,329
Baseball	J.V. Head - 1 Boys	6.0%	\$2,795
	Frosh Head - 1 Boys	5.0%	\$2,329
Softball	J.V. Head - 1 Girls	6.0%	\$2,795
	Frosh Head - 1 Girls	5.0%	\$2,329
Swimming	1 Boys & 1 Girls	7.0%	\$3,260
Track	Varsity Assistant - 1 Boys & 1 Girls	5.0%	\$2,329
PEP Varsity - 1 Fall and 1 Winter		6.0%	\$2,795
PEP JV - 1 Fall and 1 Winter		5.0%	\$2,329
PEP Frosh - 1 Fall and 1 Winter		4.0%	\$1,863
**Developmental Sport - TBD	1 Girls	4.0%	\$1,863
Academic Decathlon		7.0%	\$3,260
Mock Trial		7.0%	\$3,260
High School Band		10.0%	\$4,658
Band Assistants (3)		6.0%	\$2,713
Middle School Band		4.0%	\$1,863
Forensics		5.5%	\$2,562
High School Chorus		6.0%	\$2,795
Middle School Chorus		4.0%	\$1,863
Middle School VAPA		4.0%	\$1,863
Drama		7.0%	\$3,260
Dance		7.0%	\$3,260
Yearbook		6.0%	\$2,795
Newspaper		5.5%	\$2,562

*Six stipends @ \$500 = \$3,000

**Three Girls Sports stipends (nine total) to be added each year until June 30, 2018

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
EXTRA DUTY STIPEND SCHEDULE
2015-2016 School Year**

APPENDIX C-2

POSITION	A/1 - PERCENTAGE	SALARY
Yearbook (K-5)	3.75%	1,730
Yearbook (6-8)	5%	2,306
A.S.B. (6-8)	5%	2,306
Student Council (K-5)	3.75%	1,730
Intramural Coaching (K-8)	5%	2,306
Yearbook (R.V.H.S.)	2.50%	1,153
Student Council (R.V.H.S.)	1.25%	577

POSITION	SALARY
Speech and Language Pathologist Clinical Fieldwork Year Supervisor	\$1,000.00 per year
Speech and Language Pathologist Intern Supervisor	\$500.00 per Semester
New Teacher Orientation*	\$37.25 per hour
Class Advisors: Senior Class/Junior Class Sophomore Class/Freshman Class	\$255.00
Department Chairperson Stipend*	\$45.46 per section plus \$584.58
Staff/Curriculum Development	\$39.00 per hour (90% of State buy-back funding - to the nearest whole dollar)
Direct Student Instruction: Summer School After School Home Teaching*	Per Diem Hourly Rate \$50.27 per hour
District Staff Trainers	\$70.00 per hour for presentation (non-contract days) \$35.00 per hour for presentation (contract days)

ATHLETIC EVENT SUPPORT POSITION

EVENT	POSITION	SALARY
Football, Basketball, Wrestling-Varsity	Announcer	\$17.00 per event (not to exceed 25 events)
Football J.V./Frosh	Timer	\$12.00 per Event
Basketball (All)	Timer	\$12.00 per Event
Wrestling (All)	Timer	\$12.00 per Event
Track	Timer/Judge	\$12.00 per Event
Swimming	Timer/Judge	\$12.00 per Event

High School C.I.F. Playoffs - Extension Team competition - 10% of Sport compensation per week.
Individual sports - same. The District to determine the number of coaches to accompany players to CIF playoffs.

*Indexed to compensation percent increase

ADDITIONAL TEACHING PREPARATION ASSIGNMENT AGREEMENT

Employee Name: _____
 Position: _____
 Site/Location: _____
 Start Date: _____ End Date: _____

COURSES

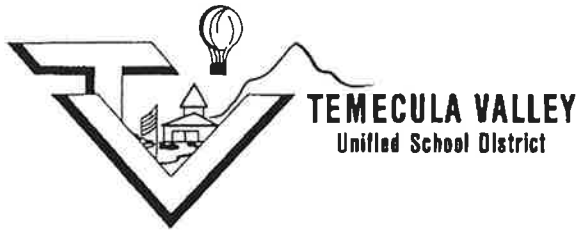
In accordance with Article 5.11 per my signature below, I agree to teach the above courses which will result in more than three (3) teaching assignment preparations for the specified time only.

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, Adult Transition classes, and any other self-contained Special Education classrooms.

 Employee's Signature Date

 Site Administrator's Signature Date



TEMPORARY EXPANDED CLASS (TEC) COMPENSATION FORM
TVEA Articles 5.9.1

School Site: _____

Coverage Date: _____

Teacher Name: _____

Grade Level: _____

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.

Check One:

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.

Site completes columns 1 and 2. District office completes columns 3, 4, and 5:

1		2		3		4		5
	-		=		x	\$	=	\$
Number of students in the impacted classroom*	Minus	Highest enrollment at that grade level at this site	Equals	TEC #	Times	TEC Rate	Equals	TEC Compensation

*Includes mainstreamed Special Education students in class for core content without additional adult support.

Site Administrator
Signature: _____

Date _____

Teacher
Signature: _____

Date _____

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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.

Temecula Valley Unified School District
Bargaining Team Members

J Hoppeck
Ch [unclear]
KGM
[unclear]
Jenny Martinez

Temecula Valley Educators Association
Bargaining Team Members

Patty Casey
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

E. J. Mueller *5/14/15*
E. Joe Mueller Date
Director
Human Resources Development

[Signature] *5/14/15*
Edgar Diaz Date
Bargaining Chair
Temecula Valley Educators Association