

## **ASSEMBLY BILL 1522 SIDE LETTER AGREEMENT**

This Side Letter Agreement (“Agreement”) is entered into between the Temecula Valley Unified School District (“District”) and the Temecula Valley Educators’ Association, CTE/NEA (“TVEA”) (collectively referred to as “the Parties.”).

WHEREAS, the District and TVEA met on April 29, 2016 to in a Level I problem solving meeting to discuss concerns expressed by TVEA regarding the absence code, “Family Care Illness” being added to the District’s automated substitute calling system and district monthly attendance reports in approximately January 2016.

WHEREAS, the implementation of certain aspects of Assembly Bill 1522 has caused attendance reporting issues for unit members and the District.

WHEREAS, the parties intend to address this issue at the bargaining table, but a short-term resolution to this dispute is necessary.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

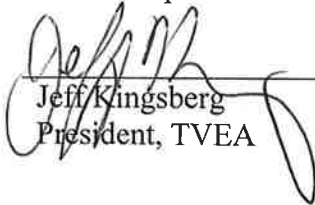
1. Effective upon the execution of this Agreement, in accordance with Article 10 of the Collective Bargaining Agreement, certificated staff shall use the absence reason, “Illness”, to report absences for their own personal illness or injury only.
2. Unit members shall use the absence reason, “Personal Business”, in the event they must be absent from work to care for an eligible family member.
3. “Personal Business” absences are not eligible for substitute differential pay.
4. The five (5) unit members listed below, who were docked compensation as a result of their reporting “Family Care Illness” during payroll months 9 and/or 10 shall receive a compensation adjustment commensurate with their per diem substitute differential rate.

<b>Unit Member Name</b>	<b>Compensation Adjustment</b>	<b>Family Illness Dates</b>
Anthony Bayaca	\$655.98	2/29/16; 3/9/16; 3/15/16
Marie Cuevas	\$604.84	3/9/16; 3/14/16-3/18/16
Sheli Huerta	\$274.79	3/15/16
Lisa Shanahan	\$354.35	3/7/16
Amy Thomas	\$657.31	2/4/16; 2/5/16; 2/11/16; 2/23/16

**This compensation is considered salary and is subject to normal withholdings.**


5. TVEA agrees not to pursue compensation adjustments or otherwise pursue arbitration or any future grievances submitted on this matter that might have arisen during the 15-16 school year and during the term of this agreement.
6. This Agreement has been negotiated in good faith between the District and the Association, and constitutes the complete compromise, settlement and agreement of any and all disputes, contractual or legal, pertaining to the subject matter of referenced herein.
7. This Agreement shall not be considered in any way an admission of any misapplication or violation of any provision of the collective bargaining agreement or any statute or regulation, nor of any liability or wrongdoing by District, its Board of Trustees, nor any officers, executives, agents, or employees of the District.
8. **This Agreement is unique unto its own circumstances and shall in no way set a precedent for any other employee in the future, and furthermore, no party hereto shall cite this Agreement or its terms as precedent for any purpose in the future.**
9. This Side Letter Agreement shall expire on June 30, 2016.

TVEA Representative/Designee

  
Jeff Kingsberg  
President, TVEA

5-31-16  
Date

TVUSD Representative/Designee

  
Raymond Johnson  
Assistant Superintendent, HRD

5-31-16  
Date