

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

Memorandum of Understanding

September 4, 2024

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, the State of California has recently passed Proposition 28 - Arts and Music in School Funding to increase and grow participation in the Arts within California school districts.

WHEREAS, the actual funding allocations provided under Proposition 28 will vary annually by school site based on certain enrollment variables.

WHEREAS, the parties have previously negotiated a Stipend (Appendix C-1) and Extra Duty (Appendix C-2) schedule in the collective bargaining agreement that outlines certain Visual and Performing Arts (VAPA) stipends.

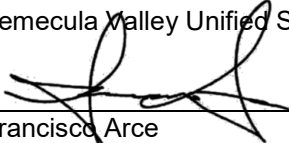
NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The parties recognize that each of the District’s three Comprehensive High Schools have varying VAPA program needs. In order to support the unique needs of these programs, individual High School sites shall be permitted to allocate stipends in accordance with “Appendix A” of this agreement.
2. Provided that a site can fund the full cost of all assigned stipends from their District-approved annual Proposition 28 stipend budget allowance, each site shall have the discretion to determine the number of stipends to be assigned and their respective seasons (fall, winter, and/or spring). In the event a site's stipend assignments exceed their allocation, the site will be directed to adjust their assignments to adhere to the current budget allowance.
3. Unit members selected to serve as the Director or Coach for the following programs: Band, Drama/Theater, Dance Team, Show/Concert Choir, Orchestra, and Recital Dance, shall be eligible to receive the stipends described in this MOU. Those Directors and Coaches will be required to organize and present an event/performance in two out of the three seasons (fall, winter, and/or spring) each year. Through this MOU, the District and TVEA intend for each Director and Coach to receive two stipends during the 2024-25 school year, although some may receive three stipends, as noted below. Unit members organizing and presenting only one event/performance in a school year will be entitled to only one stipend in the season in which the event/performance occurred.

4. To promote the growth of VAPA programs, pending administrative approval, the Director or Coaches outlined in paragraph 2 of this agreement, may request to organize and present an additional (third) event/performance in an off season, provided the school site's facilities can accommodate the event and the supervisor approves it. This event will be paid as defined in the stipends listed in Appendix A. Nothing in this agreement shall limit a unit member's ability to add unpaid events beyond the seasons and events described in this agreement, provided that site administration approves and facilities are available.
5. The Directors or Coaches referred to in paragraph 2 of this agreement shall be responsible for all event/performance related duties outside of the 7-hour work day including, but not limited to, pre-production tasks, auditions, costume development, rehearsals, supervision, and the promotion of these events.
6. In limited instances, in the event that no other qualified individuals are available, a unit member may present two events/performances in one season provided site administration approves the additional event/performance and the unit member demonstrates that the duties assigned and times associated with each stipend do not overlap.
7. It is explicitly understood that this MOU and these stipends are contingent upon state funding of Proposition 28. In the event that Proposition 28 funding is cut and/or reduced, the District shall only be required to fund VAPA stipends at the 2023-2024 contractual obligation funding level.
8. This MOU shall expire on June 30, 2025.
9. Prior to the end of the 2024-2025 school year, the parties agree to review the effectiveness of this MOU and may negotiate a similar MOU for the 2025-2026 school year.
10. This MOU is subject to District Governing Board approval.

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.

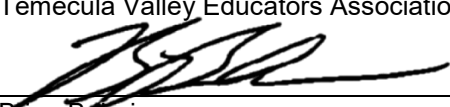
Temecula Valley Unified School District



Francisco Arce
Assistant Superintendent
Human Resources Development

9/4/2024
Date

Temecula Valley Educators Association



Brian Balaris
Bargaining Chair
TVEA

9/4/2024
Date

Proposition 28 Visual and Performing Arts Stipend MOU			
Appendix A			
Stipend/Extra Duty Base:			
\$62,240			
*Discretionary Stipends	Tier Level	% Stipend/Extra Duty Base	Amount Per Stipend
Band Director	Tier I	8.00%	\$4,979.20
Drama/Theater Director	Tier I	8.00%	\$4,979.20
Dance Team Director/Coach	Tier II	6.50%	\$4,045.60
Show/Concert Choir	Tier II	6.50%	\$4,045.60
Band Assistant	Tier II	6.50%	\$4,045.60
Color Guard I	Tier II	6.50%	\$4,045.60
Orchestra Director	Tier III	4.50%	\$2,800.80
Concert Choir Director	Tier III	4.50%	\$2,800.80
Choreographer	Tier III	4.50%	\$2,800.80
Vocal Music Coach	Tier III	4.50%	\$2,800.80
Band Technician	Tier III	4.50%	\$2,800.80
Accompanist	Tier III	4.50%	\$2,800.80
Color Guard II	Tier III	4.50%	\$2,800.80
Assistant Dance Team Coach	Tier III	4.50%	\$2,800.80
Recital Dance	Tier IV	2.50%	\$1,556.00
Band Technician II	Tier IV	2.50%	\$1,556.00
Color Guard III	Tier IV	2.50%	\$1,556.00
Assistant Drama Coach I	Tier IV	2.50%	\$1,556.00
Concert Musicians I	Tier IV	2.50%	\$1,556.00
Concert Musicians II	Tier V	1.00%	\$622.40
Assistant Drama Coach II	Tier V	1.00%	\$622.40
Supervision Per Event	NA	.25%	\$155.60
* The actual number of discretionary stipends assigned annually shall be based on each site's Prop 28 VAPA budget allocation.			