



**Summary of
Tentative Agreement and
Memorandum of Understanding
TVEA and TVUSD
2013-2015**

The Bargaining Team signed the following Tentative Agreement and Memorandums of Understanding reached between TVEA and TVUSD regarding compensation for the 2013-2015 school year. The Tentative Agreement reflects permanent changes to the current contract, while the Memorandum of Understanding regarding Kindergarten and TK contains temporary changes affecting the current school year, 2014-2015.

This agreement was made possible through the concerted efforts of our membership.

The Bargaining Team is in support of this agreement. We strongly encourage all members to vote yes.

Tentative Agreement

When ratified effective July 1, 2013-June 30, 2015

The following is a permanent change to the Contract. The original signed Tentative Agreement will be available for viewing at www.tveducators.org.

(Language changes in BLUE)

Rationale: Your work year will be reduced by one (1) day without a reduction in pay. This is equivalent to 0.54% of salary and is a permanent change to your work year calendar. This will increase your per diem rate for teacher duties such as substituting, 6/5th, after school credit recovery classes, etc. For the 2014-15 school year, this will result in January 5, 2015, being converted to a non-work day. The date will be negotiated in successive years.

CALENDAR

The work year calendar for TVEA members will be reduced by one (1) non-student work day on Appendices B-1, B-2, B-3, B-4, and B-5 with no impact to salary schedules. (B-1 and B-2 are reduced to a 184 day work year calendar, B-3 is reduced to a 194 day work year calendar, B-4 is reduced to a 189 day work year calendar, B-5 is reduced to a 204 day work year calendar.)

Article 5: Hours

Rationale: Provides consistency for caseload management time across the district for the secondary level. It means that our secondary special ed teachers will all have a caseload management period in their daily schedule. This is a first step in getting caseload management time to be the standard, district-wide. The committee will generate elementary options and bring those options to the bargaining team for consideration for implementation for the 2015-16 school year.

Elementary Case Management

No later than March 15, 2015, a joint committee comprised of three (3) TVEA and three (3) TVUSD representatives will research the feasibility of providing district-wide special education case management, and will present a report with recommendations for providing special education case management for Kindergarten through 5th grade special education teachers, to TVEA/TVUSD Bargaining teams.

5.6.1 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.

Rationale: Clarifies votes to be counted at sites regarding their school-wide intervention program.

5.13 Each site will have school-wide intervention program(s) to be approved by 60% of the bargaining unit members who [submit a ballot](#). TVEA and the site administrator will conduct the vote.

Article 7: Compensation and Benefits

Rationale: The District has agreed to use the California State Department of Finance's projections, which are significantly higher and more accurate. This reflects a change that TVEA has long advocated. This change in language increases compensation to the present salary schedules in the appendices. A 3% increase, retro to July 1, 2014, will be added to the salary schedule and every effort will be made to pay the lump sum on the November pay warrant. Starting on January 1, 2015, an additional 2% increase will be added to the salary schedules provided the Governor's proposed increase of 20.68% in Gap Funding does not change. The Governor has been on record that he will propose a 20.68% increase in Gap Funding in his January 2015 Proposed Budget. All economic indicators support this 20.68% increase, and in fact, suggest that it may be higher. **This additional 2% will be based only on the Governor's proposal and not on any legislative action that may impact the budget.** This means an additional 2% raise would be reflected on the salary schedules beginning January 1, 2015, and will total 5.06% going forward.

7.1.1 Compensation for the 2013 through 2015 school years will be according to Appendices B-1, B-2, B-3, B-4, and B-5. Effective the 2013-2014 school year the District agrees to add Step 25 to Appendices B-1, B-3, B-4, and B-5. Effective July 1, 2014, Appendices B-1, B-2, B-3, B-4, and B-5 will be increased by 3.0%, which shall resolve 2013-2014 negotiations on this topic.

With regard to the 2014-2015 negotiations, effective January 1, 2015, Appendices B-1, B-2, B-3, B-4, and B-5 will be increased by 2.0% if the Governor proposes 20.68% in "gap funding" in his January 2015 Proposed Budget for the 2015-16 Budget Year. Both parties agree to reopen Article 7, if the Governor's Proposed Budget is above or below 20.68%.

Article 10: Leave

Rationale: Adds the ability for unit members to request Personal Business leave attached to a holiday or vacation period. Site administrators can now approve PB days next to a holiday or vacation period.

10.2 Personal Business

A unit member may elect to use up to ten (10) days in a year as Personal Business Leave. [Administrative approval is only required if that leave extends a holiday or vacation period, and a unit member shall complete a form when making this request.](#)

Rationale: Adds the ability for unit members to request Bereavement Leave for step-family members. Members are now able to take bereavement time for stepmothers, stepfathers, or other step-family members.

10.4.2 For purposes of this provision, an employee, spouse, or registered domestic partner of the employee's immediate family member shall be limited to:

- Mother
- Father
- Grandmother
- Grandfather
- Grandchild
- Sister
- Brother
- Daughter
- Daughter-in-law
- Son
- Son-in-law
- Any step-family member referenced in this article, or
- Any relative living in the immediate household

Article 17: Due Process

Rationale: Provides documentation for Verbal Warnings.

17.3.1 Verbal Warning

A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall receive a written summary of the verbal warning and may request a meeting to discuss its content. Verbal warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. Exceptions to a verbal warning may be made when safety and legal compliance issues are involved.

Article 22: Shared Teaching

Rationale: Job-share or part-time teachers will have an opportunity to return to full-time status, by applying for full-time positions. They will have priority in hiring before outside applicants are considered.

22.2.4 All requests to return to full-time employment the following year shall be considered before the District interviews outside applicants.

Article 29: Term

Rationale: *This agreement is in place for two (2) years, the 2013-2014 school year and the current year, 2014-2015.*

29.1 The new term of the Agreement will be from [July 1, 2013](#) through [June 30, 2015](#). 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.

Memorandum of Understanding Summaries

The following is temporary change to the contract that will be in effect during the 2014-2015 school year. The original signed MOU may be viewed on www.tveducators.org.

Transitional Kinder/Kinder MOU

Rationale: *MOU from 2013-14 was renewed with the added provision that ALL TK/K teachers will be surveyed and a joint committee will be selected to evaluate the Early Bird/Late Bird schedule.*