Summary of Tentative Agreement and Memorandum of Understanding
TVEA and TVUSD
2017-2018

The following Tentative Agreement and Memorandum of Understanding has been reached between TVEA and TVUSD. The Tentative Agreement is a permanent change to the current contract, while the Memorandum of Understanding contains temporary changes affecting the 2017-2018 school year. This would conclude bargaining for Compensation and Benefits for the 2017-2018 school year. Note that Compensation and Health and Welfare Benefits could be reopened for 2018-2019 along with two other Article re-openers. TVEA expects 2018-2019 negotiations to commence by January 2018.

TVEA Executive Board supports this agreement and encourages you to vote YES.

The Tentative Agreement requires a vote by membership. TVEA will conduct a vote using our online voting system through personal email. Please refer to the voting timelines below.

Tentative Agreement Member Forum Q & A
Thursday November 30th 3:30-5pm
TVEA Office

Online Voting
Friday December 1st – December 7th
Personal Emails

Voting in person at the TVEA office may be scheduled. Please email lstvea@verizon.net to make an appointment.
Tentative Agreement
(Permanent Language Changes effective upon ratification)

The original signed Tentative Agreement may be viewed here [www.tveducators.org](http://www.tveducators.org).

(Language changes in BLUE)

**Article 7: Compensation and Benefits**

*Rationale:* Currently, if the Association needed to make changes to our Insurance plans within the 75 day window, the entire negotiations team would need to meet. This could be challenging when such changes occur over the summer. To streamline this process, we can now have a representative meet with the District to make final changes for the benefit of our members.

7.2 Health and Welfare Benefits

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 that plan change negotiations are not completed within the seventy-five (75) calendar day deadline, the parties may mutually agree to have a negotiations subcommittee, comprised of at least one (1) District and one (1) TVEA representative, meet to determine if a separate agreement can be reached. 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.

*Rationale:* Members must submit their retirement letter by February 15th instead of March 30th to access the Medical Bridge Retiree Benefit. This date was moved in order to process retirees to help minimize potential layoff notices which must be issued by March 15th.

7.5 Retiree Health and Welfare Benefits

To qualify for this benefit, a retiring bargaining unit member must be at least fifty-five (55) years of age, and have fifteen (15) years of full-time service in the District as of the date of retirement. Partial years of service may be counted to reach fifteen years of full time service. For example, two years at 50% service will amount to one year of full time service. The retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District. Further, the retiring bargaining unit member must submit his/her letter of retirement no later than February 15th of the school year that he/she retires, and the retirement must be effective at the end of that school year.

The retiree benefit paid by the District shall not exceed the cost of the lowest active HMO medical premium at the time of retirement; however, in no event shall the
benefit exceed the District’s health and welfare contribution limit for each 
bargaining unit member. The retiree benefit shall only be applied towards the 
purchase of a health and welfare benefits package (including health, dental and 
vision). The benefit shall be paid for the lesser of five (5) years or until the retiree 
attains Medicare age eligibility (i.e. 65 years of age).

For those eligible retirees who wish to extend medical coverage beyond five (5) 
years in order to reach Medicare eligibility, they may do so at their own cost. For 
those eligible retirees who wish to include an eligible family member in their plan, 
they may do so at their own cost. For those eligible retirees who wish to purchase 
a plan that costs in excess of the lowest HMO medical premium at the time of 
retirement, they may do so with the excess cost absorbed by the retiree.

In the event of the death of the retiree during the retirement benefit coverage 
period, any surviving eligible spouse or dependent may continue to participate in 
the health coverage plan in accordance with and subject to applicable law, with the 
entire cost of the coverage incurred by the surviving eligible spouse or dependent.

If a financial contribution from the retiree is required in order to maintain benefits 
during the retiree health and welfare benefit period, it is expected that the 
payments will be made on time. Payments not received on or before the due date 
in the office of Risk Management will be considered late. Should a retiree twice be 
late in paying his/her contribution, he/she will be required to deposit six months of 
contributions ahead of time. Should a retiree three times be late in paying his/her 
contributions, he/she will be dropped from coverage and no further benefits will be 
made available.

For any bargaining unit member who retires under this program and whose spouse 
remains employed by the District, the retiree may be carried on the spouse’s 
medical plan. There would no longer be the “dual spouse discount” offered by the 
District, but the retiree could opt to use the cash equivalent of the lowest cost HMO 
to lower the cost of the active spouse’s monthly premium(s) for a period of no more 
than five (5) years or until the unit member attains Medicare age eligibility (i.e. 65 
years of age), whichever comes first. In the alternative, the retired employee could 
elect to wait to begin the Bridge Program as long as he/she is continuously covered 
under the employed spouses’ medical insurance, until both spouses have retired 
in order to put the costs toward their retirement premium(s). The retiree would have 
no more than five (5) years from the retirement date to activate this option and the 
benefit lasts for a period of no more than five (5) years or until the unit member 
attains Medicare age eligibility (no more than 65 years of age), whichever comes 
first.

Rationale: This creates contract language for the Medical Bridge benefit qualification 
exemption from the 2017 MOU. Members who are placed on the 39-month rehire list for medical reasons in their last year of service can still access the medical bridge benefit provision.
7.5.1 Unit members who would otherwise qualify for the Retiree Health and Welfare Benefits referred to in Article 7.5 of the CBA during the school year, but for their ability to complete a full school year due to unforeseen medical circumstances documented by a medical provider, and who are subject to placement on the 39-month rehire list, may elect to retire prior to the end of the school year and be deemed eligible for Bridge Medical. In these limited instances, the retiring unit member must submit his/her retirement notification within ten (10) days of his/her placement on the 39-month rehire list. The retiring unit member must also enroll in the District’s retiree Health and Welfare Benefits plan and make the full monthly H&W premium payments until June 30. All other conditions of this benefit will be in accordance with Article 7.5.

Article 10: Leave

Rationale: The article has been restructured to group leave options into three categories: Illness/Medical Leave, Family Care Related Leave, and Non-Medical Leave.

Illness/Medical Leave
10.1 Personal Illness and Injury (currently Article 10.1)
10.2 Extended Illness and Injury (previously Article 10.3)
10.3 Industrial Accidents (previously Article 10.9)

Family Care Related Leave
10.4 Illness – Family Member (2017 MOU)
10.5 Paid Parental (Child Bonding) Leave (new language replaces Articles 10.6 and 10.7 – see below)
10.6 Pregnancy Disability (previously Article 10.5)
10.7 Family Care Leave (previously Article 10.8)

Non-Medical Leave
10.8 Personal Business (previously Article 10.2)
10.9 Bereavement (previously Article 10.4)
10.10 Judicial (currently Article 10.10)
10.11 Other Leave Without Pay (previously Article 10.12)

Rationale: New EdCode guarantees up to 12 weeks for parents to bond with their new child (newborn, adopted, or foster child).
Key concepts:
- Paid leave using accrued sick leave followed by sub differential
- Must be utilized within 12 months of child’s arrival
- When possible, provide advance notice to the District
- Leave can be broken up into different time frames, but may be less than two weeks only twice
10.5 **PAID PARENTAL (CHILD BONDING) LEAVE**

This section shall remain in effect as long as Education Code section 44977.5, as it is currently comprised, remains in effect. For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.

If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.

Parental leave must be used within 12 months following the birth or placement of the child. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for leave under this section of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

Should Education Code section 44977.5 be changed, the parties shall, within 30 days, meet and negotiate changes to this article to conform with the legislative changes.

10.5.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.

10.5.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) working days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

10.5.3 The determination as to the date upon which the leave shall begin and the duration of such leave shall be made at the discretion of the District when considering the scheduling and replacement problems of the District, but in no case shall such leave be granted for more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.5.4 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force
purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

10.5.5 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

*Rationale:* Language was clarified so members are aware that a maximum of 10 days of personal business may be taken in one school year.

10.8 Personal Business
A unit member may elect to use up to ten (10) days in a school 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. Unit members shall be docked their per diem rate for any days taken in excess of ten (10) Personal Business days in the same school year.

**Article 29: Term**

*Rationale:* The expired contract will be renewed for the indicated term. Although negotiations for the 2016-2017 school year have closed, TVEA will be able to request reopeners on Article 7: Compensation and Benefits, in addition to two other articles for the 2018-2019 school year.

29.1 The new term of the Agreement will be from July 1, 2017 through June 30, 2019. For the 2018-2019 school year, 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.
NEW APPENDIX O

One Time Health and Welfare Premium Increase Offset

Rationale: Health Insurance Costs and Premiums continue to rise. This is a national and industry issue as opposed to something TVEA and TVUSD can control locally. TVEA member contributions for our member plans increased October 1, 2017, for the period through September 30, 2018. TVEA lobbied the District to assist members with this increase resulting in this one-time premium offset. The District’s financial position makes a permanent increase to the District contribution cap (achieved in 2015-16 and 2016-17) unattainable yet one-time monies from the 2017-18 California State Budget would be utilized in this offset.

Based on the plan an employee is enrolled in, the employee will receive the one-time disbursement listed below (minus applicable deductions) in February 2018.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan A, HMO &amp; Kaiser</td>
<td>$675</td>
</tr>
<tr>
<td>Plan B</td>
<td>$432</td>
</tr>
<tr>
<td>Plan C</td>
<td>$558</td>
</tr>
<tr>
<td>Plan D</td>
<td>$612</td>
</tr>
<tr>
<td>Bronze C</td>
<td>$306</td>
</tr>
</tbody>
</table>

WHEREAS, the representatives of the District and the Association have met and agreed upon the following Agreement in an effort to assist unit members in offsetting 2017-2018 Health and Welfare premium increases.

WHEREAS, all agreed upon provisions shall become effective November 13, 2017, and shall remain in effect through June 30, 2018; unless the parties meet to negotiate a subsequent expiration date of this Agreement.

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

1. The District agrees to pay a one-time disbursement to assist TVEA members with the increase in insurance costs for the 2017-18 year. Unit members who are actively enrolled in the District’s Health and Welfare program will receive up to a maximum of $75 per month for the months of October 2017 through June 2018. This disbursement will be distributed as follows:

   A. For those members who have opted to pre-tax (IRS 125 Plan) their benefits, a negative voluntary deduction will be made on their paycheck in the agreed upon amount. This will be a one-time adjustment for the 9-month period and will be seen in the February paycheck as a part of the normal pay cycle.

   B. For those members who have not opted to pre-tax their benefits, the payment will occur through a warrant issued as a reimbursement. This warrant is a paper check that cannot be auto-deposited so each member will need to pick up and deposit this check on their own. The timeline for these warrants is approximately the same as for the February pay checks.
As the District is issuing the entire 9-month reimbursement in February, any member who leaves the employment of the district prior to fulfilling the remainder of the contract year will owe back to the District any portion of the reimbursement that is not payable to them based upon the concept of one month’s service earning one month’s reimbursement.

After June 30, 2018, the District’s Health and Welfare contribution shall revert to the 2016-2017 benefits contribution limit of $10,287.

2. The District and TVEA agree that this one-time adjustment to health and welfare benefits shall have no impact on retiree medical benefits.

3. The District and TVEA agree that negotiations for Article 7: Compensation and Benefits for the 2017-2018 school year shall be considered closed.

**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.

**AB 1200/Ratification**

This Tentative Agreement is subject to AB 1200 disclosures and approval by TVEA, and the District’s Governing Board.
Voluntary Transfer MOU

Rationale: This language will temporarily replace Article 12.3 Voluntary Transfers. The goal of this language is to provide a more efficient and effective method for members to voluntarily transfer.

Transfer Interest List
- The District will maintain a list of interested TVEA transfer candidates for each calendar year.
- Members can put their name on the list for positions of interest in December, March, and September and remain on the list until the end of the January-December calendar year.
- Members will be contacted for interviews for any position they have selected without having to check EdJoin or site postings.
- Site administration will only have access to lists pertaining to positions for their site.
- The TVEA President will have access to the list to protect member’s interests.
- Members facing an involuntary transfer have 10 days to add their name to the list outside of the three windows.

Interviews
- If there are only five or less candidates to be interviewed for a position, interviews will be conducted individually.
- Following interviews, members will receive notice within five days of their status.
- Outside candidates are not allowed to be contacted until in-district interviews have been completed.

For positions not listed as an option on the electronic transfer forms, the District will follow the current method of posting positions for five days.

WHEREAS, all agreed upon provisions shall become effective December 1, 2017, and shall remain in effect through December 31, 2018; unless the parties meet to negotiate a subsequent expiration date of this MOU; and

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

1. In instances where a unit member seeks a voluntary transfer, he or she must meet the following qualifications:
   i. Possession of appropriate credential or certification authorizes service in the subject area;
   ii. Satisfactory in most recent evaluation;
   iii. Academic program requirements (e.g. BCLAD, CLAD, SDAIE, GATE, AP, AVID, etc.);
   iv. Have completed at least one (1) full year of employment with the District, unless this provision is waived by mutual agreement between the unit member and the District.

2. All voluntary transfer and reassignment requests shall be considered before the District interviews outside applicants. Outside applicants will not be contacted for an interview until after all eligible in-house applicants have been interviewed.
3. Unit members who want to be considered for a voluntary transfer shall submit their intent to transfer using the District’s online Transfer Form within one (1) of the three (3) annual Transfer Windows set forth in Section 4. Unit members have the option to submit an updated resume based upon recent training and/or experience to Human Resources Development.

4. There will be three (3) “Transfer Windows” each school year. Each window will be one (1) month long. The transfer windows are as follows:

<table>
<thead>
<tr>
<th>Transfer Window</th>
<th>Window Opening Date</th>
<th>Window Closing Date</th>
<th>Transfer Request Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>September 1</td>
<td>September 30</td>
<td>October 1</td>
</tr>
<tr>
<td>December</td>
<td>December 1</td>
<td>December 31</td>
<td>January 1</td>
</tr>
<tr>
<td>March</td>
<td>March 1</td>
<td>March 31</td>
<td>April 1</td>
</tr>
</tbody>
</table>

However, prior to the opening of each transfer window, the District and TVEA will notify unit members via email of the transfer window dates and provide a link to the online transfer forms.

5. Unit members who are notified that they are going to be involuntarily transferred may submit a request for voluntary transfer within ten (10) workdays of the notification without regard to the transfer windows described in Article 12.3.1.

6. During each transfer window, unit members who desire to transfer to another District work site must submit a request for transfer utilizing the District’s online transfer form in accordance with Section 3 above.
   i. It is the responsibility of the unit member requesting a transfer to submit his/her request utilizing the District’s online transfer form by 5:00 p.m. on the applicable transfer window closing date. Transfer requests will not be accepted outside the transfer windows. Unit members who miss a transfer window may apply for a posted position as an outside applicant and their application will be processed in the same manner as any other outside applicant.
   ii. Unit members who submit a transfer request during one of the three (3) transfer windows will be considered for requested transfers only after the transfer window closes.
   iii. Unit members who submit transfer requests during a transfer window will remain on the District Transfer List for the remainder of the calendar year in which their request becomes effective. The list shall be purged each December 31st.
   iv. The District shall maintain a list of all electronically submitted transfer requests and shall share this list with the Association President following the close of each transfer window. Site administration will receive access to relevant portions of this list only when serving as an interviewer.
v. When an opening exists, the District will review all requests for transfer on the District Transfer List and interview all qualified unit members who have requested consideration for the specific site and position. The District shall make every effort to provide applicants with a status update within five (5) days of the interview.

vi. If there are five (5) or fewer internal applicants for a position, the District shall conduct individual interviews. Reasonable effort shall be made to hold interviews outside of the work day.

vii. Voluntary transfer/placement shall be based upon the following non-ordered criteria:

   (a) Interview
   (b) Program Requirements
   (c) Experience in assignment and/or Credential

viii. Finalists may be observed provided all finalists are observed. Finalists observed by the interviewing administrator within the last two (2) years may be exempt from this observation.

ix. A voluntary transfer may be denied if a unit member is working under an Assistance Plan/Improvement Plan, is a “referred teacher” in the PAR program, or does not have the proper certification to instruct English Learners at the time of interviewing for the position.

7. A unit member who meets the qualification criteria enumerated in Section 1 shall be granted an interview for any position for which he/she has submitted a transfer request.

8. If a unit member’s request for a voluntary transfer is denied, the unit member shall, upon request, be provided a written explanation for the denial by the Superintendent or designee.

9. In no case may a unit member “bump” another unit member in the school or District in order to acquire a particular assignment.

10. In the event a vacancy occurs that is not on the current year’s Voluntary Transfer List, unit members will be informed of its posting. Unit members shall apply for posted vacancies using Digital Appendix J. The position will close five (5) working days after the posting date.

11. This agreement shall temporarily suspend sections 12.2 and 12.3 (Voluntary Transfers) of the collective bargaining agreement and shall have no impact on sections 12.1, 12.4, and 12.5.

12. Unless the parties meet to negotiate a subsequent expiration date of this MOU, the last Transfer Window will take place from September 1, 2018 to September 30, 2018.

13. This MOU shall expire December 31, 2018.