Tentative Agreement  
Between the  
Temecula Valley Unified School District  
And The  
Temecula Valley Educators Association CTA/NEA  
March 19, 2018

Article 2: UNIT RIGHTS

2.6.2 The District will pay for up to $100,000 of the cost of the TVEA President’s salary, health and welfare benefits and statutory costs. For costs exceeding $100,000, TVEA will be invoiced in ten (10) monthly payments, September through June, and will pay within thirty (30) days. A charge of 1½% per month will be assessed on late unpaid balances.

Article 4: ORGANIZATIONAL MEMBERSHIP
Language Related to AB 119

4.8 New Employee Orientations

4.8.1 Annual Orientation  
The District shall provide written notice of the date, time and location of its annual bargaining unit member orientation by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting.  
The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the annual new bargaining unit member orientations/onboarding meetings.  
The Association will have access to District audio visual equipment for Association presentations.

4.8.2 Ongoing orientations  
The District will provide the Association President (or designee—funded through TVEA) with as much notice as practicable in advance of ongoing orientations that occur throughout the year.  
The Association President (or designee—funded through TVEA), who is released from duty pursuant to Article 2 of the Collective Bargaining Agreement, may attend the ongoing new hire orientation and speak with members for thirty (30) minutes.

4.9 Employee Information

4.9.1 The following new bargaining unit member information shall be delivered to the Association president in an Excel file and hard copy, sorted by seniority date, no later than 30 days after the date of hire:
1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Position Description  
11. Employee ID  

4.9.2 In addition, by September 1st, January 1st, and May 1st of each school year, District shall deliver to the Association president the following information in an Excel file and hard copy, for all bargaining unit members:  
1. Name  
2. Home Address  
3. Phone Numbers – work, home and cellular  
4. Personal (non-District) Email Addresses  
5. Work Site  
6. Grade Level/Assignment  
7. Date of Hire  
8. Seniority Date  
9. Full time Equivalent (FTE) status  
10. Position description  
11. Employee ID.  
12. An indication of any Unit Members on Leave of Absence  
13. An indication of whether the District is deducting dues for membership  

Article 7: COMPENSATION AND BENEFITS  

7.1.1 Effective July 1, 2018, Appendices B-1, B-2, B-3, B-4, B-5, and B-8, will be increased by 2%.  

7.2.1 Effective October 1, 2018, 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 $887.25 per month (twelfthly). For the 2018-19 plan year, the District contribution limit shall be $10,557. Thereafter, commencing in the 2019-20 plan year, effective July 1, 2019, the contribution limit shall be $10,647. Payment of any additional medical, dental or vision insurance premium costs shall be paid by the individual unit member, (Appendix B-6).  

Article 11: CLASS SIZE  

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.  

<table>
<thead>
<tr>
<th>Class</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-5</td>
<td>32</td>
</tr>
<tr>
<td>6</td>
<td>34</td>
</tr>
<tr>
<td>7-8</td>
<td>36</td>
</tr>
<tr>
<td>Middle School PE</td>
<td>60</td>
</tr>
</tbody>
</table>

*Non enrolled students, including mainstreamed students shall be counted in accordance with Appendix P.
11.4 General education class enrollment in grades 6 – 8 exceeding the class size limits set forth in Article 11 of the Collective Bargaining Agreement ("CBA") will be compensated as follows:

11.4.1 **6th Grade** $2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth in Article 11. In no event shall the section enrollment exceed 36 students.

**7th and 8th Grade** $2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 38 students.

**6th - 8th Grade Physical Education** $2.25 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 62 students.

11.4.2 When the placement of a student will cause a unit member's enrollment to exceed the class size maximums noted in Article 11.2 of the Collective Bargaining Agreement, when possible, site administrators will seek an available teacher volunteer, based on scheduling needs, before placing each student who exceeds the class size maximums in 11.2 of the CBA. An attempt will be made to place students in an equitable manner.

11.4.3 In grades 6, 7, and 8, the per-pupil compensation noted in this agreement shall not be applicable to activity classes listed in Article 11.2.1 and Advisement classes.

11.4.4 It is expressly understood that the placement of the additional students noted in this agreement may cause class sizes at the same site, grade level, and department to be unbalanced. Additional students will remain enrolled in current classes regardless of student drops.

11.4.5 Enrollment in grades 6, 7, and 8 may exceed the maximums noted in Article 11.2 during the first 20 days of each semester. The compensation noted in this agreement shall not apply until the grace periods referenced in Article 11 have expired, except in instances when a section's enrollment at the end of the first semester exceeded Article 11 class size limits and the same students are enrolled in a new section at the start of the second semester. In this case, the per day, per student compensation would be applicable on the first day of second semester.

11.4.6 It is the intent of the District to provide compensation in accordance with this section to eligible unit members in their monthly paychecks. Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month. Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.

**APPENDIX P – 4th/5th Grade Non-Enrolled Students**
1. Students in grades four (4) and five (5), who attend and participate in at least a combined 150 minutes of weekly English Language Arts and/or Math and/or Social Science and/or Science instruction, but are not on the teacher’s roster, shall be included in the class size maximum number of students noted in section 11.2 of the CBA.

2. In the event that any individual teacher’s class size in grades four (4) and five (5) exceeds 32 students, all students not enrolled on the teacher’s roster will be assigned to a participation level in accordance with the chart below:

<table>
<thead>
<tr>
<th>Levels</th>
<th>Weekly Classroom Participation in ELA/Math/Science/Social Science</th>
<th>Daily Equivalent</th>
<th>Daily Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>150 – 220 minutes</td>
<td>30 - 44 minutes</td>
<td>$1.30</td>
</tr>
<tr>
<td>II</td>
<td>221 - 244 minutes</td>
<td>45 - 48 minutes</td>
<td>$2.25</td>
</tr>
<tr>
<td>III</td>
<td>245 - 369 minutes</td>
<td>49 - 73 minutes</td>
<td>$3.00</td>
</tr>
<tr>
<td>IV</td>
<td>370 - 489 minutes</td>
<td>74 - 97 minutes</td>
<td>$4.00</td>
</tr>
<tr>
<td>V</td>
<td>490 plus minutes</td>
<td>98 plus minutes</td>
<td>$4.75</td>
</tr>
</tbody>
</table>

3. Per student daily overage compensation will be based on the weighted average compensation rate of all eligible students who are not enrolled on teacher’s roster, multiplied by the actual number of students exceeding 32. For example:

\[
\text{Total} = (1.30 \times 0) + (2.25 \times 1) + (3.00 \times 2) + (4.00 \times 1) + (4.75 \times 0) / (0+1+2+1+0) \times 2 = 6.13
\]
4. In no event shall a teacher's class size (enrolled students on roster + students not on the teacher’s roster) exceed 35 students.

5. To maximize assigned support, class sizes at the same site and grade level may be unbalanced. An attempt will be made to place students in an equitable manner.

6. Enrollment in grades 4 and 5 may exceed the maximums noted in Article 11.2 during the first 10 days of each first semester. The compensation noted in this agreement shall not apply until this grace period has expired.

7. This Appendix shall not in any way impact Grade Span Adjustment (GSA) requirements for grades Transitional Kindergarten up to and including grade three (3). When calculating GSA averages, the District will adhere to applicable law only.

8. It is the intent of the District to provide compensation to eligible unit members in their monthly paychecks, using a one (1) month “lookback period”. Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month (September – May). The “lookback period” for the months of May and June will be combined and data must be submitted to site administration prior to the last day of school. Examples of the first and last “lookback” periods and data submission deadlines are noted below:

<table>
<thead>
<tr>
<th>Lookback Period</th>
<th>Teacher Submission</th>
<th>Monthly Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1 – 9/30</td>
<td>10/1 – 10/7</td>
<td>10/31</td>
</tr>
<tr>
<td>5/1 – 6/1</td>
<td>6/1 – Last student day</td>
<td>6/30</td>
</tr>
</tbody>
</table>

Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.
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.

Temecula Valley Unified School District
Bargaining Team Members

Temecula Valley Educators Association
Bargaining Team Members

E. J. Madrid
Terecch
Kim
Jeffrey Martinez
Raymond R. Johnson
Assistant Superintendent
Human Resources Development

Temecula Valley Educators Association
Bargaining Team Members

K. T. 
Loera

Raymond R. Johnson
Date
3-19-18

Brian Bálaris
Bargaining Chair
Temecula Valley Educators Association

3/19/18