

**SIDE LETTER OF AGREEMENT  
BETWEEN  
TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
AND  
TEMECULA VALLEY EDUCATORS ASSOCIATION**

*Agreement*

WHEREAS, the current Collective Bargaining Agreement between the District and the Association, in ARTICLE 2 – UNIT RIGHTS, Section 6 –A establishes that, “President’s Leave: The TVEA President shall be released from his or her regular duties to the District for the full term of the Agreement.” and,

WHEREAS, Education Code section 44987 allows for union leadership a paid leave of absence as long as the union reimburses the employer, and

WHEREAS, The Temecula Valley Educators Association has a need to place the current Vice President, Cynthia M. Lopez, on leave of absence to assist the President, and,

WHEREAS, the current TVEA Vice President is a full time Speech and Language Pathologist (SLP);

NOW, THEREFORE, the District and TVEA agree:

1. The Temecula Valley Unified School District will grant Cynthia M. Lopez, a 40% paid leave of absence as Vice President of Temecula Valley Educators Association for the 2024-2025 school year. Mrs. Lopez shall be paid in the usual manner as if they were a regular employee of the District and shall suffer no reduction in salary, step, fringe, seniority, employer STRS contributions, or other benefits.

2. The California Teachers Association on behalf of the Temecula Valley Educators Association will reimburse the District for all compensation, including health and welfare contributions and other employment related costs, paid to Cynthia M. Lopez or on her behalf while on 40% leave. The District will submit an invoice representing the total of this compensation for 2024-2025, outlining when monthly installments from the Temecula Valley Educators Association are due.

3. In the event that Mrs. Lopez’s previous assignment is still needed for the 2025-2026 school year, Cynthia M. Lopez will have the right to return to her previous SLP assignments at the conclusion of her paid union leave.

4. The term of this Agreement shall be from September 2, 2024 through June 30, 2025.

5. Nothing in this Side Letter shall impact the parties’ arguments, rights, and/or responsibilities related to any pending matters pertaining to Education Code section 44987.

6. During the release time and while she is on this leave, Mrs. Lopez will engage in representation duties primarily at school sites.


7. This side letter is subject to approval by the District Governing Board.

The Temecula Valley Educators Association and the Temecula Unified School District agree that this side Letter of Agreement shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other employees of the District represented by the Temecula Valley Educators Association.


Both parties agree to this Side Letter of Agreement as indicated by their signatures set forth below:

Temecula Valley Unified School District

Temecula Valley Educators Association

  
\_\_\_\_\_  
Francisco Arce  
Assistant Superintendent  
Human Resources Development

8/22/2024  
Date

  
\_\_\_\_\_  
Edgar Diaz  
President  
TVEA

8/22/2024  
Date