

**Tentative Agreement
Between the
Temecula Valley Unified School District
And The
Temecula Valley Educators Association CTA/NEA
February 25, 2022**

Successor 2021 - 2024

This is an Agreement made and entered into on February 25, 2022, between the Temecula Valley Unified School District (hereinafter referred to as "TVUSD") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "TVEA").

This agreement resolves 2021-2022 successor negotiations.

Article 12: ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

12.1 DEFINITION OF TERMS

- 12.1.1 Assignment** - An assignment is the work site, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- 12.1.2 Reassignment** - A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same school site. Example: roving, ELD, Bilingual, team houses, or GATE.
- 12.1.3 Voluntary Transfer** - A voluntary transfer is the movement of a unit member from one work location to another work location by the unit member's choice.
- 12.1.4 Involuntary Transfer** - An involuntary transfer is the movement of a unit member from one work location to another work location not by the unit member's choice.
- 12.1.5 Vacancy**
 - 12.1.5.1** At the end of a school year a vacancy is a position that becomes unfilled after preliminary assignments are made.
 - 12.1.5.2** During the school year, a vacancy is a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.

12.2 VACANCIES

- 12.2.1** The District shall post, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.

The posted list shall contain the following:

- 12.2.1.1** For vacancies posted between September and March 31st, a closing date of at least five (5) working days after the posting date.
- 12.2.1.2** In instances where a unit member seeks a voluntary transfer, they must meet the qualifications:
- (a) Possession of appropriate credential or certification authorizing service in the subject area;
 - (b) Satisfactory in most recent evaluation;
 - (c) Academic program requirements (e.g. BCLAD, CLAD, SDAIE, GATE, AP, AVID, etc.);
 - (d) Contracted stipend positions – see Appendices C-1 and C-2 (Yearbook 6-8 and ASB 6-8);
 - (e) Experience in assignment and/or credential.
 - (f) 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.
- 12.2.2** 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.
- 12.2.3** **For vacancies posted between September and March 31st**, no vacancy shall be filled until after the closing date.
- 12.2.4** **To apply for vacancies between September and March 31st**, unit members shall apply for posted vacancies through the District’s online “Transfer” form, Appendix J. Unit members have the option to attach electronically an updated resume based upon recent training and/or experience.

12.3 VOLUNTARY TRANSFERS

- 12.3.1** Unit members who want to be considered for a voluntary transfer from April through August, inclusive, shall submit their intent to transfer using the District’s online Transfer Form during the March Transfer Window set forth in section 12.3.1.1.

12.3.1.1 There will be one “Transfer Window” each school year. The window will be one (1) month long.

Prior to the opening of the March 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.

The transfer window is as follows:

Transfer Window	Window Opening Date	Window Closing Date	Transfer Request Effective Dates
March	First CE Workday in March	First CE Workday in April	First CE Workday After Closing of the March Transfer Window

- 12.3.1.2** It is the responsibility of the employee requesting a transfer to submit his/her request utilizing the District’s online transfer form by 5:00 p.m. on the posted closing date or the first workday in April. Transfer requests for April to August will not be accepted outside the transfer window. Unit members who miss the 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.
- 12.3.1.3** Unit members who submit a transfer request during the transfer window will be considered for requested transfers only after the transfer window closes.
- 12.3.1.4** Unit members who submit transfer requests during the March transfer window will remain on the District Transfer List until September 1st of each year. The list shall be purged each September 1st. For positions posted from September 1st to the close of the March Transfer Window, unit members may submit a transfer request using Digital Appendix J for positions in accordance with sections 12.2 and 12.3 of the Collective Bargaining Agreement. The District shall post, five (5) working days after the posting date, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.
- 12.3.1.5** 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 the March transfer window. Site administration will receive access to the names of candidates interviewing for positions only.
- 12.3.1.6** 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.

- 12.3.1.7** 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.
- 12.3.1.8** Voluntary transfer/placement shall be based upon the following non-ordered criteria:
 - (a) Interview;
 - (b) Program Requirements;
 - (c) Experience in assignment and/or Credential.
- 12.3.1.9** 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.
- 12.3.2** 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, does not have the proper certification to instruct English Learners at the time of interviewing for the position.
 - 12.3.2.1** A unit member who meets qualification criteria 12.2.1.2 shall be granted an interview for any position for which they have submitted a transfer request.
 - 12.3.2.2** In the event a vacancy occurs for specialist positions, such as but not limited to Language Arts Specialist, Supplemental Support Specialist, Math Specialists, etc., or for positions that are not on the current year’s Voluntary Transfer Forms, unit members will be informed of its posting via email. Unit members shall apply for posted vacancies using a position specific Digital Appendix J. The position will close five (5) working days after the posting date.
 - 12.3.2.3** The District reserves the right to utilize a Candidate Pool hiring model. In these situations, the District maintains a list of outside applicants for more commonly filled positions. In the event a member is not on the current year’s Voluntary Transfer List and wants to apply for transfer during the time that the District is using the Outside Candidate Pool model, that member shall not be required to participate in a “screening only” interview.
 - 12.3.2.3.1** Inside transfer candidates who interviewed and were not selected for a position after the closing of the March transfer window, prior to the summer recess, shall be considered for future positions at the same site, without an additional interview, prior to the District considering outside pool candidates. This paragraph shall apply to the time period between April 1 and September 1 of each school year.
- 12.3.3** In the event that a particular site has an employee working less than full-time (e.g. a partial assignment or job share), the District may increase the employee up to a full time assignment without interviewing transfer applicants, provided both the employee and site administrator agree with the increase. Additionally,

if an employee splits time between more than one site, the employee may, upon mutual agreement with the site administrator, be placed in up to a full-time assignment at one of the sites without the need for the site to interview transfer candidates. This provision may not be used to increase an employee's assignment beyond a 1.0 FTE.

- 12.3.4 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.
- 12.3.5 In no case may a unit member "bump" another unit member in the school or District in order to acquire a particular assignment.
- 12.3.6 When downsizing and/or opening a new school, the District will elicit voluntary transfers first.

12.4 INVOLUNTARY TRANSFERS

- 12.4.1 Reasons for Involuntary transfers of unit members may include, but are not limited to, the following:
 - 12.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.
- 12.4.2 No unit member shall be involuntarily transferred as a result of disciplinary action or for negative evaluations, received within the past school year, except as provided in 12.4.6.
- 12.4.3 The District will not displace other unit members in order to implement an involuntary transfer.
- 12.4.4 When an involuntary transfer is necessary and all other qualifications (see 12.2.1.2) are equal, District seniority shall prevail when determining which unit member is subject to the involuntary transfer. Unit members working in a shared teaching assignment in accordance with Article 22 are subject to the same seniority criteria as other unit members when determining which unit member is subject to an involuntary transfer.
- 12.4.5 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

Involuntary transfer placement shall occur in District seniority order followed primarily by the non-ordered criteria below:

 - (a) Interview (if possible);
 - (b) Program requirements;
 - (c) Experience in assignment and/or Credential;
 - (d) Unit member preference (minimum of three (3) choices as indicated on Appendix J - Online Transfer Form).
- 12.4.6 The Superintendent may initiate the transfer of one (1) unit member per school year when it is determined to be in the best interests of the site/department.

Under this provision, the District must provide a written rationale to the member for its decision to transfer. This section shall not be subject to grievance procedures in Article 16.

12.4.7 Unit members who are involuntarily transferred during the current school year shall be allowed three (3) days of release time to implement the transfer. The District shall provide assistance in moving the unit member's materials.

12.4.8 A good faith effort shall be made to give each involuntarily transferred unit member a written notice of assignment by the final day of the school year.

12.5 ASSIGNMENTS/REASSIGNMENTS

12.5.1 Reasons for assignments/reassignments of unit members may include, but are not limited to, the following:

12.5.1.1 An increase/decrease in the number of pupils which requires an increase/decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.

12.5.2 A good faith effort shall be made to give each unit member a written notice of his/her next year's tentative assignment/reassignment by the final day of the school year. These notices of assignment/reassignment are tentative and subject to change contingent on staffing needs as determined by the administrator. Any change in tentative assignment/reassignment is not subject to the grievance procedure provided this Agreement is not otherwise violated.

12.5.3 When a vacancy occurs at a school site during the school year, unit members shall be notified of the vacancy so that assignment/reassignment consideration can be given to interested unit members before transfers or candidates from outside the District are considered. It shall be the unit member's responsibility to inform their site administrator of his/her assignment/reassignment preferences so that consideration can be given. Unit members will be assigned/reassigned to positions where they will serve most effectively as determined by the site administrator. However, a unit member being assigned/reassigned shall be placed in a position not more than two grade levels up or down from his/her present position, except in cases which are determined necessary by the Superintendent or requested by the unit member.

12.5.4 Assignments/reassignments shall not be made for capricious or arbitrary reasons. No unit member shall be assigned/reassigned as a result of disciplinary action or for a negative evaluation received within the past school year.

Article 29: Term

29.1 The new term of the Agreement will be from July 1, 2021 through June 30, 2024. For the 2022-23 and 2023-2024 school years, 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.

Appendix C-1 and C-2

Added a Girls Wrestling Stipend at 4% of the stipend/extra duty base per season.

Added an Intern Support Provider stipend at \$1,500 annually, paid tenthly.

Updated the Speech and Language Pathologist Intern Supervisor Stipend from \$1000 annually to \$500 per semester.

Appendix Q

APPENDIX Q: INTERN SUPPORT PROVIDERS

Intern Support Providers shall receive an annual stipend in the amount of \$1,500. Said stipend shall be paid tenthly.

1. **Eligibility**

Intern Support Providers must be in possession of the following:

1. Must hold a valid corresponding Clear or Life credential;
2. Must have at least three (3) years of successful teaching experience;
3. Must have an EL Authorization, if supporting an Intern who does not already possess such an authorization; and
4. Must have met or exceeded District expectations on their last evaluation.

When selecting Intern Support Providers, eligible unit members at the same worksite as the Intern will be given priority consideration.

2. **Responsibilities**

Intern Support Providers work closely with assigned Intern(s) throughout their Internship teaching year(s). Intern Support Providers are responsible for providing instructional and non-instructional support such as:

1. Content specific coaching;
2. Planning and scheduling assistance;
3. Addressing the unique needs of English Language Learners;
4. Facilitating demonstration lessons and meetings;
5. Special Education compliance;
6. Problem-solving; and
7. Communicating with university supervisors.

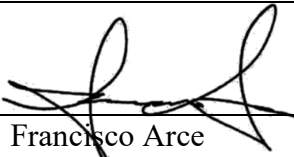
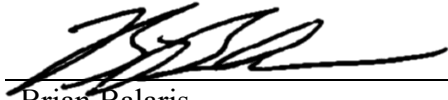
Support will take place through a variety of methods, including but not limited to, face-to-face meetings, telephone conferences, and emails. It is anticipated that Interns will be supported by their Support Providers an average of at least one (1) hour per week throughout each school year. Additional support may be required depending on the time of year and/or needs of the Intern. In the event that an Intern Support Provider must be assigned to an Intern teacher at a different work location, every effort shall be made to provide the required support outside of the instructional day. Any lesson and/or meeting observation release time must have the prior approval of the Intern and the Intern Support Provider's principals.

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.

<u>Temecula Valley Unified School District Bargaining Team Members</u>	<u>Temecula Valley Educators Association Bargaining Team Members</u>
Nicole Lash	Mike Brewer
Joe Mueller	Lowena Manzano
Tiffany Martinez	Christina Fenney
Courtney Fingerlin	Lauren Davis
Nicole Dayus	Nicole Paino
Allen Williams	Andrew Williams
Kim Parente	Alan Underwood
 Francisco Arce Assistant Superintendent Human Resources Development 2/25/2022 Date	 Brian Balaris Bargaining Chair Temecula Valley Educators Association 2/25/2022 Date