

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA**

**Memorandum of Understanding**

**Rancho Elementary School**

**February 20, 2020**

This Memorandum of Understanding (“MOU”) is entered into by and between the Temecula Valley Unified School District (hereinafter “District”) and the Temecula Valley Educators Association, (hereinafter “Association”).

WHEREAS, the District will undertake a remodel of Rancho Elementary School (RES), which will commence after the conclusion of the 2019/2020 school year; and

WHEREAS, the relocation will require the displacement of all of the certificated employees at RES; and

WHEREAS, the parties have agreed upon certain displacement and return rights to facilitate the transition during the RES remodel; and

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

1. Displacement: All certificated staff at RES will be displaced in accordance with the following:
  - a. In April 2020, prior to conducting voluntary transfer interviews for 2020/2021 positions, the District shall provide all RES teachers with an involuntary transfer placement for the 2020/2021 school year. Transfer assignments will be determined as follows:
    - i. Each RES teacher will submit “Appendix J” detailing their site and grade level preferences to which they would prefer to be transferred. The District will consider the request of the RES employee when making assignments.

\* Transfer Timeline Addendum (page 4)

- b. All RES teachers shall receive the following assistance with regard to the relocation:
  - i. Packing materials to include cardboard boxes, tape, and shipping labels.
  - ii. Pickup/drop-off of classroom instructional materials.
  - iii. Personal items such as furniture, appliances, non-district electronics, etc., will not be allowed as transfer items unless pre-approved by site administration.

- iv. In addition to removing all personal items, all classroom materials must be packed and ready for district pickup by 5:00 pm on Friday, June 5, 2020.
  - v. Three (3) days of release time will be provided to implement the transfer move. The scheduling of these release days requires prior approval from the site principal.
  - vi. In lieu of the release days noted above, unit members may elect to implement the transfer move outside of the workday and forgo the three (3) release days. In this instance, employees will be compensated at the non-instructional hourly rate of \$39.00 per hour for up to twenty-one (21) hours. Employees must submit a timesheet reflecting time worked outside the work day.
  - vii. To allow for the development of a teacher release day calendar, all certificated staff shall inform site administration of their preference between the release days or extra duty hours noted above by May 1, 2020.
  - viii. Unused release days and/or non-instructional hours will be forfeited on September 4, 2020.
- c. Teachers returning to RES upon reopening shall be provided with the same support outlined in Section b, i-vii of this agreement.
2. Return Rights: Upon the re-opening of RES, involuntarily placed RES teachers shall have the "first right of refusal" to return to RES. Returning RES teachers will be assigned to positions at RES where they will serve most effectively as determined by the site administrator. However, each teacher shall be placed in a position not more than two grade levels up or down from his/her 2019/20 position, except in cases which are determined necessary by the Superintendent or when agreed to by the unit member as referenced in Article 12.5.3.
  3. Any site that receives four (4) or more transfers (voluntary or involuntary), due to the temporary influx of student transfers from RES, will be designated as a "Non- Bumping" site, and will be exempt from the normal application of seniority bumping rights for the 2021/2022 school year. If involuntary transfers are needed at a Non-Bumping site, the 2019/2020 transfer teachers shall be displaced first for the 2021/2022 school year. Once these teachers have been transferred, normal seniority bumping rules will apply.

4. The parties agree to meet by April 27, 2020, for the purpose of identifying Non-Bumping sites.
5. If RES is not scheduled to reopen at the start of the 2021/2022 school year, the parties agree to meet prior to the start of the 2021/2022 school year to negotiate additional impacts.
6. If RES has buildings not completed by the start of the 2021/2022 school year, and unit members are asked to move rooms at RES midyear into the newly completed building, one (1) day of release time will be provided to implement the move.

This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.

Temecula Valley Unified School District

Temecula Valley Educators Association



E. Joe Mueller

Director

Human Resources Development



Date



Brian Balaris

Lead Negotiator

TVEA



Date

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA  
Memorandum of Understanding Addendum  
Rancho Elementary School Transfer Timelines  
February 20, 2020**

**District Wide Voluntary Transfer Window**

March 1, 2020 – March 31, 2020

RES teachers may submit additional Voluntary Transfer Requests for 2019/2020 and 2020/2021 positions.

**Submission of Involuntary Transfer Preferences**

April 6, 2020 – April 10, 2020

RES Teachers to submit completed “Appendix J” indicating involuntary transfer placement preferences.

**Involuntary Transfer Placements**

April 14, 2020 – April 21, 2020

The District will consider the requests of the RES employees, using their completed “Appendix J” forms, when making assignments.

**District-Wide Voluntary Transfer Interviews and Placement for 2020/2021 School Year**

April 21, 2020 – June 5, 2020

All submitted voluntary transfer requests will be processed in accordance with the February 20, 2020, Transfer Memorandum of Understanding (MOU).