

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

**Memorandum of Understanding**

**February 19, 2021**

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 representatives of the District and the Association have met and agreed upon the following; and

WHEREAS, it is the intent of the parties to continue discussions related to this agreement, all agreed upon provisions shall become effective March 1, 2021, and shall remain in effect through March 1, 2022; 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:
  - 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. 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 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 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 one “Transfer Window” each school year. The window will be one (1) month long. The transfer window is as follows:

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

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.

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 the 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.
- a. 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 first CE workday of 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.
  - b. Unit members who submit a transfer request during the transfer window will be considered for requested transfers only after the transfer window closes.
  - c. 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 1<sup>st</sup>. 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.

- d. 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.
  - e. 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.
  - f. 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.
  - g. Voluntary transfer/placement shall be based upon the following non-ordered criteria:
    - i. Interview
    - ii. Program Requirements
    - iii. Experience in assignment and/or Credential
  - h. 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.
  - i. 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.

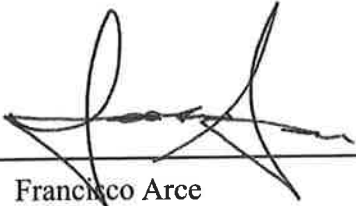
8. If a unit member's request for a voluntary transfer is denied, the unit member shall, upon request, be provided a written explanation for the denial by the Superintendent or designee.
9. In no case may a unit member "bump" another unit member in the school or District in order to acquire a particular assignment.
10. In the event a vacancy occurs 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.
11. 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. 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.
13. 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.
14. This agreement shall temporarily suspend sections 12.2 and 12.3 (From April through August) of the collective bargaining agreement and shall have no impact on sections 12.1, 12.4, and 12.5.
15. This MOU shall supersede the Voluntary Transfer MOU signed by the parties on February 20, 2020.

16. This MOU shall expire March 1, 2022.

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

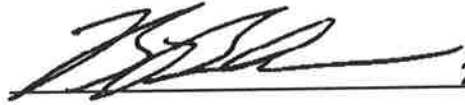
Temecula Valley Educators Association



2/19/2021

Francisco Arce  
Assistant Superintendent  
Human Resources Development

Date



2/19/2021

Brian Balaris  
Bargaining Chair  
Temecula Valley Educators Association

Date

