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

Memorandum of Understanding

November 1, 2018

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, all agreed upon provisions shall become effective December 1, 2018, and shall remain in effect through December 31, 2019; 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 shall submit their intent to transfer using the District’s online Transfer Form within one (1) of the three (3) annual Transfer Windows 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 three (3) “Transfer Windows” each school year. Each window will be one (1) month long. The transfer windows are as follows:

<table>
<thead>
<tr>
<th>Transfer Window</th>
<th>Window Opening Date</th>
<th>Window Closing Date</th>
<th>Transfer Request Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>First Certificated (CE) Workday in September</td>
<td>First CE Workday in October</td>
<td>First CE Workday After Closing of the September Transfer Window</td>
</tr>
<tr>
<td>December</td>
<td>First CE Workday in December</td>
<td>First CE Workday in January</td>
<td>First CE Workday After Closing of the December Transfer Window</td>
</tr>
<tr>
<td>March</td>
<td>First CE Workday in March</td>
<td>First CE Workday in April</td>
<td>First CE Workday After Closing of the March Transfer Window</td>
</tr>
</tbody>
</table>

Prior to the opening of each 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.

Additionally, every effort will be made to notify unit members who are already on the transfer list prior to the transfer window opening. However, it is each unit member’s responsibility to monitor the transfer positions they have requested (via TVEA office or HRD) to determine if additional requests are necessary. This pre-transfer window notification is not subject to the grievance procedure.

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 each 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 applicable transfer window closing date. Transfer requests will not be accepted outside the transfer windows. Unit members who miss a 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 one of the three (3) transfer windows will be considered for requested transfers only after the transfer window closes.

c. Unit members who submit transfer requests during a transfer window will remain on the District Transfer List for the remainder of the calendar year in which their request becomes effective. The list shall be purged each December 31st.

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 each transfer window. Site administration will receive access to relevant portions of this list only when serving as an interviewer.

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 that is 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 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. Members who submitted Voluntary Transfer requests during one (1) of the three (3) Transfer Windows, and who no longer wish to receive invitations to interview for transfers positions, must submit an online request to opt out from the transfer list. The opt out request link shall be posted on the District website.

14. This agreement shall temporarily suspend sections 12.2 and 12.3 (Voluntary Transfers) of the collective bargaining agreement and shall have no impact on sections 12.1, 12.4, and 12.5.
15. Unless the parties meet to negotiate a subsequent expiration date of this MOU, the last Transfer Window will take place from September 1, 2019, to September 30, 2019.

16. This MOU shall expire December 31, 2019.

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

E. Joe Mueller
Director
Human Resources Development

Temecula Valley Educators Association

Brian Balaris
TVEA Lead Negotiator
Temecula Valley Educators Association

E. Joe Mueller 11/1/18

Date

Brian Balaris

Date