

**MEMORANDUM OF UNDERSTANDING
BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND ROCKLING TEACHERS
PROFESSIONAL ASSOCIATION/CTA/NEA**

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) hereby agree to amend the existing contract language RE: Modifications to Article XI: Transfers: Involuntary Transfers and Article XX: Progressive Discipline February 10, 2023

Overview

3. Involuntary Transfer (a) Involuntary transfers may be made at the discretion of the Superintendent or designee, based on the educational needs of the District. (b) Voluntary Transfer Policy items (1) through (6) will be considered when an involuntary transfer is necessary due to changes in enrollment or changes in program through the Voluntary Transfer Policy. (c) Every effort will be made to restrict involuntary transfers to no more than two (2) grade levels in either direction. (d) An employee who is to be involuntarily transferred shall be given the reason(s) for the transfer. (e) When a certificated teacher is involuntarily transferred to another site after the assignment change notification date, the certificated teacher will be provided moving assistance and a stipend of \$300. The stipend will only be provided if the site administrator cannot provide reasonable/sufficient time to accomplish the move within the teachers contractual work year.

5. Involuntary Transfer

- (a) Involuntary transfers shall be made for the following reasons:
 - (i) a decrease in site enrollment requiring a decrease in the number of unit members needed at a particular site; pursuant to Article X, Class Size;
 - (ii) elimination of program(s) and/or funding;
 - (iii) school site openings or closures
 - (iv) unforeseen educational needs of the District, involuntary transfers may be made at the discretion of the Superintendent or designee. The unit member(s) shall receive justification in the event that an involuntary transfer occurs in a circumstance involving unforeseen educational needs.
- (b) The final decision on involuntary transfers shall not be punitive or retaliatory in purpose, with the exception of those transfers related to progressive discipline.
- (c) Members shall not be transferred to a position outside the scope of their teaching credentials and/or their major or minor fields of study without the written consent of the member.
- (d) Process
 - (i) Prior to commencing the involuntary transfer process, members shall be given the opportunity to volunteer to transfer as a surplus teacher. The site Principal shall first solicit volunteers from the entire staff. This may be done in person or in

writing. The second step shall be for the site Principal to solicit volunteers from the specific grade span. They shall also inform the grade span that if no teacher volunteers, the involuntary transfer process will commence.

- (1) In the event that a member elects to transfer, prior to commencing the involuntary transfer process, they shall be paid up to six (6) hours for packing and up to six (6) hours for unpacking at the hourly rate. Upon written request from the unit member the district shall provide moving assistance through the district's maintenance department.
 - (2) In addition, a teacher who volunteers to transfer as a surplus teacher prior to commencing the involuntary transfer process will be exempt from an involuntary transfer for the following school year.
 - (3) All available positions in the District will be shared with staff prior to commencing the involuntary transfer process.
- (ii) To commence the Involuntary Transfer process, the site principal, Human Resources, and the RTPA President will utilize the Involuntary Transfer Tie Breaking Point Chart (Appendix H) to determine the staff member transferred. The chart shall be applied to the appropriate grade span (TK-2 or 3-6) and/or subject area. The Principal, in consultation with the Human Resources Department, will tabulate points based upon the chart. The final chart will be shared with RTPA leadership and the unit member impacted prior to any final transfer decision. Points are accumulated to determine the highest point total. Employees will be ranked based upon the point total. The employee(s) with the lowest point total will be eligible for involuntary transfer. If two (2) or more certificated employees have the same ranking total after calculation of points, further ranking shall be determined by a lottery conducted by the Superintendent or designee, in the presence of the Rocklin Teachers Professional Association.
- (1) Unit members with 25+ years of teaching experience in RUSD are excluded from the involuntary transfer process.
 - (2) Unit members identified for involuntary transfer under this section shall be provided a list of current existing vacancies and have the right to indicate in writing his/her preference(s).
 - (3) If two or more employees are being involuntarily transferred, the most senior employee has the first choice of available positions.
 - (4) A member who is involuntarily transferred shall be paid up to six (6) hours for packing and up to six (6) hours for unpacking at the hourly rate.
 - (5) Upon written request from the unit member the district shall provide moving assistance through the district's maintenance department.
 - (6) Unit members who are transferred during the contracted work year shall be provided three (3) to five (5) days of paid release time for preparation prior to the effective date of the transfer.

- (7) A member involuntarily transferred shall have the first right to voluntarily return within the same school year or the subsequent school year, prior to the posting of that vacancy, to his/her previous site if it is reinstated or becomes vacant..
- a) The member shall be notified by the District of the vacancy and the member shall declare his/her intent, via email directed to the Associate Superintendent of Human Resources or his/ her designee, within three (3) working days of such notification.
 - b) If the member returns to his/her previous site under this section, the member's rights shall be the same as if he/she had not been involuntarily transferred. This would include years of site experience on Appendix H.

ARTICLE XX

PROGRESSIVE DISCIPLINE

4. The District may transfer employees for any violation/cause as outlined in California Education Code 44932.

Duration

This MOU is a temporary agreement to address the extraordinary circumstances created by the coronavirus (COVID-19) pandemic. It does not create any precedents, binding past practice nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 2, 2023, or until CAL-OSHA removes quarantine requirements, whichever comes first.

District

Date

RTPA

Date

ROCKLIN UNIFIED SCHOOL DISTRICT
INVOLUNTARY TRANSFER
TIE BREAKING POINT CHART

Teacher Name: _____

Date: _____

Grade Level/Subject: _____

1. Experience**a. Years of Experience**

- | | | | |
|------|---|----------|--|
| i. | 0-3 | 1 point | |
| ii. | 4-6 | 2 points | |
| iii. | 7-9 | 3 points | |
| iv. | 10-12 | 4 points | |
| v. | 13+ | 5 points | |
| vi. | Unit members with 25+ years of teaching experience in RUSD are excluded from the involuntary transfer process. | | |

- | | | |
|----|---|-------|
| 1. | Overall Years of Experience | _____ |
| 2. | District (RUSD) Years of Experience | _____ |
| 3. | Grade Span/ Subject Area Years of RUSD Experience (TK-2, 3-6) | _____ |
| 4. | Site Years of Experience | _____ |

2. Credentialing

- | | | | |
|----|--|--------------|-------|
| 1. | Credential(s) | 1 point each | _____ |
| 2. | Additional Subject Matter Authorization(s) | 1 point each | _____ |
| | a. (Subject currently taught in District) | | |

3. Education

- | | | | |
|----|--|--------------|-------|
| 1. | Advanced Degree(s) (Masters/Doctorate) | 1 point each | _____ |
|----|--|--------------|-------|

4. Leadership Roles (per Appendix E)

- | | | | |
|----|---|---------------|-------|
| 1. | Site Leadership Roles | 3 points each | _____ |
| | a. (Committee Lead, RTPA site representative, Department Chair, Teacher-In-Charge, Band/Music Director, WASC Committee Chair) | | |
| 2. | Club Advisor | 2 points each | _____ |
| 3. | District Committee/Lead | 1 point each | _____ |
| 4. | Other Stipended Position | 1 point each | _____ |

5. RUSD Activities/Athletic Director/Coaches (per sport at site)

- | | | | |
|----|---|----------|-------|
| 1. | Current Head Coach/Athletic Director/Activities Director | | |
| | a. <u>Consecutive Years of Experience (In sport/per position)</u> | | |
| | i. 0-3 | 3 points | |
| | ii. 3+ | 4 points | _____ |
| 2. | Current Assistant Coach | | |
| | a. <u>Consecutive Years of Experience (In sport/per position)</u> | | |
| | i. 0-3 | 1 points | |
| | ii. 3+ | 2 points | _____ |

TOTAL: _____

Points are accumulated to determine the highest point total. Employees will be ranked based upon the total number. The employee(s) with the lowest point total will be considered for involuntary transfer into a position consistent with current contract language. If two (2) or more certificated employees have the same ranking total after calculation of points, further ranking shall be determined by a lottery conducted by the Superintendent or designee, in the presence of the Rocklin Teachers Professional Association.