

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

Re: Quarry Trail Elementary School Staffing Process

This memorandum of understanding (MOU) is entered into by the parties on this the 11th day of January, 2022. Upon approval by the District and RTPA, this MOU outlines the staffing process for Quarry Trail Elementary School, opening in the fall of 2022. This MOU and its contents are applicable exclusively for the staffing of Quarry Trail Elementary School in the spring of 2022.

Phase 1: January/February/March

Staffing numbers for Quarry Trail Elementary will be provided to RTPA. In addition, a preliminary staffing list for both Sunset Ranch Elementary and Valley View Elementary will also be shared to help provide an estimate of the number of FTE from both schools that may require downsizing.

The first round of hiring for Quarry Trail Elementary will be open for all teachers with Multiple Subject credentials to apply for voluntary transfer. The posting and placement process will all be performed compliant with the Collective Bargaining Agreement (CBA). All first round vacancies will be posted by February 28, 2022. The internal posting will allow teachers five (5) days to apply for available positions at Quarry Trail Elementary School. The official closing date for positions will be March 4, 2022 at 4:00 PM.

The CBA states the following:

All requests for voluntary transfers and/or reassignment shall be considered on the basis of the following criteria:

- 1) Vacancies;
- 2) Welfare of the educational program;
- 3) Credentials to perform the required services;
- 4) Experience within the grade level and/or subject area;
- 5) District-wide seniority; and
- 6) Judgment of the Superintendent and/or designee.

Employees of the District, meeting the qualifications, shall be given consideration for the assignment for which they apply. The District agrees that prior to hiring anyone for a certain position, the District will screen all District applicants. If fewer than three (3) qualified District employees apply for the position, all will be interviewed. If more than three (3) qualified District employees apply, the District will interview a minimum of three (3) District applicants for the position. Interviewees will be notified in writing of the District's decision.

If there are no applicants with the appropriate credentials for the Dual Language teaching positions requiring BCLAD and/or Bilingual authorization, the District will immediately post those positions outside of the District for hire.

Phase 2: March/April/May

As a result of Phase 1, there may be vacant positions at other schools and/or Quarry Trail Elementary. At this point, a more accurate outline of the number of downsized FTE and/or surplus FTE from for Sunset Ranch Elementary, Valley View Elementary, or any other site, will be provided to RTPA. The Voluntary Transfer process will be initiated consistent with past practice and compliant with CBA.

Teachers who want to volunteer to transfer from Sunset Ranch Elementary, Valley View Elementary, or any other site will have the opportunity to apply for vacant positions across the District including Quarry Trail Elementary. Posting of Phase 2 positions will commence at the conclusion of Phase 1. Positions in Phase 2 will be posted internally allowing teachers from Sunset Ranch Elementary, Valley View Elementary, or any other site five (5) days to apply for available positions across the District including Quarry Trail Elementary School.

All requests for voluntary transfers and/or reassignment shall be considered on the basis of the following criteria:

- 1) Vacancies;
- 2) Welfare of the educational program;
- 3) Credentials to perform the required services;
- 4) Experience within the grade level and/or subject area;
- 5) District-wide seniority; and
- 6) Judgment of the Superintendent and/or designee.

Phase 3: April/May/June: Involuntary Transfer

At the conclusion of Phase 2, it may be necessary to ~~continue to downsize~~ involuntarily transfer additional FTE from Sunset Ranch Elementary, Valley View Elementary, or any other site. The District ~~may also be required to~~ will initiate the involuntary transfer process for the additional FTE in accordance with past practice and the CBA.

The CBA states as follows:

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.

· All requests for voluntary transfers and/or reassignment shall be considered on the basis of the following criteria:

- 1) Vacancies;
- 2) Welfare of the educational program;
- 3) Credentials to perform the required services;
- 4) Experience within the grade level and/or subject area;
- 5) District-wide seniority; and
- 6) Judgment of the Superintendent and/or designee.

- (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.

Phase 4: May/June: New Hire

1. For remaining open positions at Quarry Trail Elementary, it will be necessary to utilize the 39 month re-hire list initially in the process. Employees on the 24/39 month rehire list with the appropriate credentials will be provided the option of returning to Rocklin Unified School District at Quarry Trail Elementary.

2. If there are no candidates, the District will post and hire from outside of the District consistent with the CBA. The CBA states as follows:

- (b) **Posting of Vacancies**
 During the period of October 1 through June 30, the Superintendent or designee shall post a notice of all certificated employee vacancies occurring in the bargaining unit. These notices shall be posted in each faculty lounge and the posting shall remain for a minimum of five (5) working days. Any member of the bargaining unit may apply for transfer and/or reassignment to the vacant position within five (5) working days of the Notice of Vacancy. Employees who have applied for voluntary transfers and furnished the District with their summer itinerary and a self-addressed stamped envelope shall be given an opportunity for an interview within the time frame established by the District Office.

This memorandum of understanding is subject to the parties grievance process.

This MOU is a temporary agreement to address the staffing of Quarry Trail Elementary School. It does not create any precedents, binding past practice nor establish the status quo for future bargaining purposes. The MOU shall remain in effect until Quarry Trail Elementary School is fully staffed.

FOR THE ASSOCIATION

FOR THE DISTRICT

