

**Memorandum of Understanding
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District**

This MOU shall take effect immediately and shall be incorporated in to the 2016-2017 contract upon ratification.

7.1 Assignments

The Superintendent or the Superintendent's designee shall, subject to approval of the Board, assign all **unit members** to the positions in which they are to serve.

7.2 Notification of Assignment

The District shall make every effort to ensure that each unit member be given written notice not later than June 1 of the next school year's assignment. Should assignment change become necessary, written notification shall be provided as soon as possible. Such notice shall specify the site, room(s), grade level subject area and position to which the unit member will be assigned. As soon as possible a separate notice shall explain the nature of special issues, which may affect pupils assigned to the unit member.

7.2.1 Assignment Limitations

7.2.1.1 Unit members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.

7.2.1.2 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers and emergency permits.

7.2.1.3 By February 15th, a unit member, at her/his sole discretion, may withdraw from voluntary assignment referred to in Article 7.2.1.2 for the following school year. Subsequently, the unit member shall be assigned in accordance with Article 7.2.1.1.

7.2.1.4

Bargaining unit members cannot be required to work at a charter school (Ed Code 47605). Unit members assigned to a charter school who wish to be assigned to a non- charter school must notify the District by March 15th for a change in assignment for the following school year. Assignment selection shall be made according to article 7.4.9.

7.2.1.4.1 For unit members who wish to be transferred from a charter school to a non-charter school during the school year, the following procedures shall be followed:

7.2.1.4.1.1 The unit member shall meet with the site level administrator to discuss the reasons

the unit member is seeking a transfer and to determine if any concerns or issues can be resolved to the unit member's satisfaction.

7.2.1.4.1.2 If, after ten (10) instructional days, no resolution can be agreed upon and the unit member still wishes to be transferred, then the unit member (and a VTA representative if deemed necessary by the unit member) and the site administrator shall meet with the Assistant Superintendent of Human Resources or his/her designee. The purpose of this meeting is to mutually agree on a resolution, which may include the unit member being transferred to a non-charter site.

7.2.1.4.1.2.1 A unit member shall be transferred to a non-charter site if at least one the following criteria are met:

-another unit member will voluntarily switch assignments with the charter unit member

-there is a vacancy at a non-charter site for which the unit member is qualified

For unit members whose reasons for seeking a transfer to a non-charter school have led to the filing of a grievance, the procedures outlined in Article 11 of the CBA will be followed.

7.4.9 Upon completion of Article 7.4.8, any unit member assigned to a charter school who has notified the District by March 15th that he/she wishes to be assigned to a non-charter for the following school year (Article 7.2.1.4), shall choose, by seniority, an available position on the job list.

7.4.10 Upon completion of Article 7.4.9, any unit member returning from leave shall choose, by seniority,

7.4.10.1 to return to a position at the site they left, if that position exists on the job list.

7.4.10.2 an available position on the job list.

7.4.11 Upon completion of the above Articles in this Section, the site freeze indicated in Article 7.4.2.1 shall be lifted. Assignment and level changes at each site may now take place. Site administrators shall notify site unit members (including those coming back from leave) of all openings and site unit members shall be considered first in filling any open positions before they become vacancies.

7.4.12 Any opening that occurs following Article 7.4.11 shall be a vacancy.

7.5 Reassignment of Itinerant Unit Members

7.5.1 Itinerant unit members are speech therapists, music teachers, elementary preparation release teachers, nurses, psychologists, resource specialists, and content area specialists.

7.5.2 Itinerant unit members shall be assigned according to District need.

7.5.3 Every effort will be made to limit the reassignment of itinerant unit members to only those reassignments necessary for the appropriate allocation of staff as determined by the designated administrator. **Itinerant unit members shall be notified at least ten (10) instructional days before a reassignment is made after the first day of instruction.**

7.5.4 Itinerant unit members shall not be assigned to a charter school except with the unit member's consent. If an itinerant unit member chooses not to work at a charter school after the first day of instruction, then the procedures shall be the same as in Article 7.2.1.4.1

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VUSD Human Resources

Moira McSweeney
VTA President

Date