

Memorandum of Understanding

Between CTA of Berryessa (CTAB) and Berryessa Union School District (District) Regarding 2024-2025 Transfer and Reassignment Provisions Affected by School Consolidation

January 8, 2025

The following agreement between the parties noted above represents an attempt by the parties to acknowledge special circumstances attached to the consolidation and closure of several school sites prior to the 2025-2026 school year. Any changes to current contractual language in Article 11 (Assignment, Transfer, and Filling of Vacancies) of the current contract are to be implemented for the 2024-2025 school year only.

1. Nothing in this agreement limits the authority of the Superintendent to transfer a unit member from one District position to another, for which the unit member is qualified, when the Superintendent concludes that such a transfer is in the best interest of the District. Unit members subject to a Superintendent-initiated transfer may apply for any vacant position.
2. The definitions of "transfer," "vacancy," and "assignment" are as follows (same as current contract in Section 11.1.1):
 - a. A "transfer" is the change in a Unit member's work location from one school or work site to another school or work site within the District.
 - b. A "vacancy" is any unfilled position in the CTAB-represented certificated bargaining unit that the District intends to fill.
 - c. An "assignment" is a grade level or subject, or both.
3. Insofar as conditions permit, the District will make specific school and grade-level assignments for the 2025-2026 school year using the following timeline:
 - a. Prior to January 25, 2025: The District shall notify unit members at school sites affected by closure or consolidation.
 - b. By February 28, 2025: The District shall post preliminary 2025-2026 staffing lists for all sites in the District. The list shall identify those unit members to be moved to new sites due to closure or consolidation of their current site. Unit members not currently assigned due to closure or consolidation shall also be identified.
 - c. By March 10, 2025: Unit members at all sites, including those being closed or consolidated, may notify the District of their desire to change assignments or request a transfer. Unit members will be assumed to prefer the site listed on the February 28, 2025, preliminary staffing list unless they notify the site administrator in writing of a desire to change

assignments by submitting the Certificated Request For Transfer Form which can be found on the Insider (Section 11.2.3).

4. Regular assignments at school sites that are not affected by consolidation or closure shall be assigned by their site supervisor or appropriate supervisor as per current contract language in Section 11.2.2. At sites not affected by consolidation or closure, the administrator will provide unit members with their preliminary assignments for 2025-2026 by March 15, 2025. Administrators at sites not affected by consolidation or closure will notify the District Human Resources office of any vacancies at their site by March 15, 2025.
5. For schools affected by consolidation or closure, probationary and permanent unit members displaced from their current site shall notify the District by March 10, 2025 of their desire to transfer to the site receiving their students by submitting the Certificated Request For Transfer Form which can be found on the Insider. Unit members displaced from their current site will be assumed to prefer their current grade level/subject assignments unless they notify their site administrator of a desire to change assignments.
6. By March 24, 2025, Site Administrators will provide preliminary assignments to unit members at all sites, including those affected by consolidation or closure. Administrators at those sites receiving displaced students and staff or consolidating schools, will notify the District Human Resources office of vacancies at their sites by March 24, 2025.
7. By April 4, 2025, The District Human Resources office will communicate a list of known vacant positions for 2025-2026 to CTAB and all unit members. A Request for Transfer Form will also be made available with the same communication. The form shall provide space for unit members to clearly indicate whether they have been displaced due to school closure or consolidation.
8. Unit members interested in any of the vacant positions shall complete the Request for Transfer Form and return it to the District Human Resources office by April 11, 2025.
9. The District shall consider placement of unit members requesting transfer to open positions in the following order:
 - a. Individuals transferred due to school closure or reduced enrollment (11.8);
 - b. Individuals subject to involuntary transfer (11.7);
 - c. Individuals who seek reassignment to open positions in their own school site (11.3.3); and
 - d. Individuals who seek voluntary transfer (11.5).

10. The Parties agree that current contract language in Section 11.5, Voluntary Transfer between Sites, shall apply. As stated in Section 11.5.3, seniority shall be used as the tiebreaker when other factors stated in Section 11.5.3 are equal and the selection decision is made on or before April 15, 2025. After April 15, seniority priority shall not apply.
11. Unit members affected by school closure or consolidation shall be entitled to the following:
 - a. The District will provide sufficient boxes and labels at least 30 days before the end of the school year for materials to be moved to a new site.
 - b. The District will aid classroom teachers who need to dispose of unneeded materials (e.g. designated empty classrooms, storage room, or a dumpster on site).
 - c. Displaced unit members or unit members being forced to change classroom locations at consolidated sites will be paid at the hourly rate for work authorized to be performed on weekends or non-school days and after the last bell ending the regular school day for up to a maximum of twenty (20) hours.
 - d. Classroom teachers displaced as a result of school closure or consolidation and involuntarily reassigned to a new grade level or subject course at their new site will receive a one-time \$200 reimbursement allowance to purchase new grade-level or subject-appropriate materials. Purchases must be approved by the Site Administrator
12. The District will move authorized school property (including asset tagged furniture/equipment and curriculum) for unit members affected by school closure and consolidation. Displaced unit members at sites affected by school closure or consolidation will be notified of any personal appliances, materials, technology, or furniture that the District WILL NOT MOVE by May 16, 2025.
13. Unit members affected by school closure and consolidation will have access to their current classroom or office space until June 18, 2025 and will have access to their new classroom or office space beginning August 4, 2025. Work performed on weekends or non-school days will be paid at the hourly rate specified in Section 11.C, see above, for a maximum of twenty (20) hours.
14. Where compliance with deadlines or processes are not possible due to complications related to the school closure or consolidation process, the Parties agree to meet and adjust timelines in this Memorandum of Understanding.

On Behalf of the District :

Ricardo Cabrera
Ricardo Cabrera (Jan 8, 2025 15:12 PST)

Ricardo Cabrera

Date:

Jan 10, 2025

On Behalf of the Association:

Joe Hermann
Joseph Hermann (Jan 10, 2025 06:11 PST)

Joe Hermann

Date:

Jan 10, 2025