

**Memorandum of Understanding
Between
Visalia Unified School District
And
Visalia Unified Teachers Association**

Transfer and Reassignment Timelines

This Memorandum of Understanding ("MOU") is entered into by and between Visalia Unified School District ("District") and the Visalia Unified Teachers Association ("VUTA") (collectively, the "Parties"). The Parties' current Collective Bargaining Agreement ("CBA") is effective through June 30, 2026. This MOU addresses agreements reached between the Parties related to transfer and reassignment timelines in 2025, for positions beginning in the 2025-2026 school year.

AGREEMENT

1. The term of this Agreement shall be from February 10, 2025, through August 30, 2025. The term may be extended by mutual written agreement of the Parties.
2. For the term of the MOU, the Parties agree to amend Article VI, Section C, of the CBA, as follows:

C. Voluntary Transfers

1. *Unit members may request a voluntary transfer for the following school year on the voluntary Interest Form submitted to the Human Resources Development division. The District will send out notifications of each voluntary transfer opportunity to bargaining unit members.*

2. *Unit members who submit a voluntary Interest Form indicating the school site and grade level or subject area for the vacancy shall be entitled to an interview before the vacancy is filled, so long as the unit member responds to the offer of an interview within two weekdays, excluding holidays, of notification by the District in the manner selected by the unit member on the Interest Form (either in person, phone or email). Unit members who have resigned their position effective prior to June 30th or have been non-reelected for the subsequent school year are not entitled to an interview.*

3. *The District shall have sole discretion to set the dates and times offered for interviews at least three weekdays, excluding holidays, after initial contact by the District. The District shall offer unit members the option of conducting the interview in person, by phone, or via zoom, except that the site administrator having discretion to conduct the interviews only by phone or zoom, if necessary.*

4. *For purposes of making a selection to fill a vacancy between two (2) current bargaining unit members, the following criteria shall apply:*

a. *The qualifications of the bargaining unit member relative to training, major and minor fields of study, credentials, experience, competencies, preferred criteria as listed in job flyer and good standing in the current position held.*

b. *After interviews, seniority of the bargaining unit member shall be the tie-breaking criterion between the top two (2) candidates if the qualifications in 3.a. are ranked substantially equal.*

5. *Within ten (10) working days after the vacancy is filled, all applicants will receive written notice of the outcome. In the event that a bargaining unit member discovers an error in the implementation of the voluntary interest process, the District and the Association shall work collaboratively to resolve the issue.*

6. *A transfer request can be made at any time during the school year. Requests for transfer to a posted vacancy shall remain valid until the position has been filled.*

7. *To ensure the continuity of the education program, transfers shall be coordinated with the normal breaks in the school year. To help ensure adequate notice to parents of their child's school schedule, the voluntary transfers process shall not apply for openings that occur between July 1 and the first contractual work day of the school day.*

8. *Transfers after the commencement of the student year shall not be completed until an acceptable replacement has been found for the bargaining unit member.*

9. *In accordance with Section 35036 of the California Education Code, the principal of a school that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index may refuse to accept the transfer request of a bargaining unit member.*

3. During negotiations for the 2026-2027 school year, the Parties mutually agree to reopen Article VI to determine whether the term of this MOU shall be extended and/or whether such changes should be included in the CBA.

4. The Parties agree that this MOU shall not create a precedent for any purpose.

VISALIA UNIFIED SCHOOL DISTRICT


Ben Dhillon, Assistant Superintendent

Date:

2/27/25

VISALIA UNIFIED TEACHERS ASSOCIATION


Patrick Hemphill, President

Date:

2/27/25