

ADTA Agreement 2021-2022

APPENDIX E-1

MEMORANDUM OF UNDERSTANDING
Between
Adelanto Elementary School District ("DISTRICT")
And
Adelanto District Teachers Association

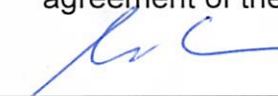
This Memorandum of Understanding applies for the month of August/September in the year 2021 of the school year 2021-22 only.

The purpose of this Memorandum of Understanding is to agree to a one-time displacement language implemented for the term of August/September 2021 and to outline the process used for displacement caused by fluctuation of student enrollment at the start of the 2021-2022 school year.

When it is necessary to reduce the number of classes at a school, if no one volunteers, then the Bargaining Unit Member with the least seniority in the DISTRICT shall be displaced by applying the following process.

- a. Principal at the school with excess FTE's identifies displaced Bargaining Unit Members based upon district seniority at grade level where excess occurs.
- b. If a combination class is involved, it will be considered as a part of both grade levels and will be grouped with both grade levels that they are assigned. The least senior Bargaining Unit Member(s) of that group will be displaced.
- c. If a specific grade level needs to be dissolved, in order to make a combination class, the least senior Bargaining Unit Member(s), of the affected grade level will be displaced. The displaced Bargaining Unit Member will have the option of selecting the created combination class. If the displaced Bargaining Unit Member chooses not to take it then they will become a part of the District's displaced teachers and select from the vacancies that are available. The selections will be made in order of District Seniority.
- d. Displaced teachers will select from the vacancies that are available. The selections will be made in order of District Seniority.
- e. When FTE's share the same hire date, the district shall initiate the tiebreaker process to determine seniority order of all displaced teachers in the District (Article 23.3).

- f. Displaced teachers shall be notified of openings as soon as possible, but no later than August 27, 2021. All assignment changes shall be completed by September 7, 2021.
- g. In order of District Seniority, displaced teachers will be contacted by Human Resources to select from vacant positions.
- h. The DISTRICT shall move all the Bargaining Unit Member's classroom materials (both District and personal), in an orderly and timely manner, to the new destination. The DISTRICT is not responsible for the employee's personal items that are damaged during move. The employee must move their own personal furniture and/or appliances (i.e., desk, chair, microwave). The DISTRICT shall provide boxes for all displaced teachers. Displaced teachers will be responsible for packing up their classroom materials. Whenever a Bargaining Unit Member is relocated, the DISTRICT shall ensure the new destination is clean and well maintained.
- i. Displaced Bargaining Unit Members that are transferring to another school site shall be granted up to four (4) days release time to complete the transfer. If the Bargaining Unit Member's classroom materials are not transferred to the new site within 24 hours of Administration being notified that the Bargaining Unit Member is ready to move, they shall be granted an additional release day to prep.
- j. Displaced/Involuntary Reassigned Bargaining Unit Members that apply for a transfer/reassignment, within (2) two years of their displacement/reassignment, to the position from which they were displaced, should it become vacant, shall be granted their voluntary transfer/reassignment request. This will occur regardless of any other Bargaining Unit Members applying for the same position. If there are two (2) or more Bargaining Unit Members applying for the vacancy, and both are exercising their right of return, the Bargaining Unit Member with the greatest seniority shall receive said transfer.
- k. This MOU shall expire on its own terms on September 7, 2021, and thereafter shall be of no further force or effect unless extended by mutual written agreement of the parties.



 Nanette Cadilli, President
 Adelanto District Teachers Association

 Date

8-16-21



 Carlos Moran, Assistant Superintendent
 Human Resource Services
 Adelanto Elementary School District

 Date

8/16/21