

## **ARTICLE 5**

### **TRANSFER**

#### **5.1. Glossary**

- 5.1.1. Involuntary Transfer: A transfer initiated by management which results in the movement of a unit member from one school site to another or from one program to another.
- 5.1.2. Qualified: Certificated and competency through training or experience.
- 5.1.3. Program Need: An identified certificated position within the bargaining unit, other than an extra duty position, necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.
- 5.1.4. Vacancy: An unfilled position within the bargaining unit created by a known resignation, retirement or non-reelection.
- 5.1.5. Voluntary Transfer: A transfer initiated by the unit member which results in the movement of the unit member from one school site to another or from one program to another.

#### **5.2. Timeline of Events**

(The following events are scheduled to be accomplished by the dates given)

January	15	Subsequent year enrollment projections
February	1	Staffing allocations
February	15	Deadline for Priority Transfer Pool Applications
February	15	Subsequent year assignment preference forms given to teachers.
February	15	Anticipated special needs/new programs are identified.
March	1 -15	Interviews for Priority Transfer Pool

March	1-15	Initial identification of unit members going-on-leave, returning from leave, retiring, resigning, and involuntary transferees eligible for return
April	15	Leave of Absence letter
March	15	Notification of Priority Transfer Committee's Decision
March	1	Tentative assignments
March	1-15	On-site adjustments
March	15	Notification of involuntary transfer
March	16-20	Preview of first posting for involuntary transferees, review of credential(s) and qualifications
March	21	First posting of known vacancies (applicant shall have at least five (5) work days from this date to request an interview)

Each office manager and MDEA building representative will have received a posting packet. That packet will contain several copies of the first posting. The MDEA representative's packet will also contain flyers to be placed in each unit member's box which will say, in large letters, that the voluntary transfer posting is available and a copy of it can be obtained from the office manager or the building MDEA representative. The voluntary transfer posting will also be posted and copies of the voluntary transfer vacancies will be available in a conspicuous area.

April	10-15	Addendum posting (Previous week if dates fall during Spring Break).
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April	15	Placement of remaining involuntary transferees
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Last Contractual Work Day		Final date for filing Voluntary Transfer Interest Form
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Fifteen work days before the first student day		Last date for involuntary transferees to be given an opportunity to return to vacancies at their original sites.
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Fifteen work days before the first student day

Last date for voluntary transferees to be considered if they filed a Voluntary Transfer Interest Form

August 31 Vacancies after this date must be initially filled by temporary unit members

If any of the above dates fall on a Saturday, Sunday, or holiday, the event(s) will take place on the following workday.

### **5.3. Establishment of Seniority**

- 5.3.1. Seniority, for purpose of transfer, shall be determined in the following manner:
- 5.3.2. For employees first rendering paid probationary service on the same day, seniority shall be determined by lottery.
- 5.3.3. Employees whose first probationary service is retroactively determined (e.g., pursuant to §44918 Ed.C.), shall be placed as least senior with others whose first probationary service is the same day.
- 5.3.4. By February 1 of each school year the District and MDEA shall conduct the lottery.
- 5.3.5. The seniority list shall be prepared no later than February 15 of each year. Copies shall be sent to each school and to the Association.
- 5.3.6. If an employee has a break in service by reason of resignation or dismissal (not layoff), the date of reemployment shall govern.

### **5.4. Voluntary Transfer**

- 5.4.1. A voluntary transfer is one that is requested by a unit member.
  - 5.4.1.1. First year probationary unit members shall not be considered for voluntary transfer so that the second year of probationary service will not be in a new school.
- 5.4.2. Each posting shall indicate:
  - 5.4.2.1. All known vacancies at the time of printing the posting.

- 5.4.2.2. Subject, grade level, full-time equivalent, work site.
- 5.4.3. It is the responsibility of the unit member seeking a transfer to initiate with the principal, program administrator, or designee a request in writing for an interview for any of the unfilled positions in which he/she is interested. Any eligible unit member who requests an interview shall be granted one. If the transfer applicant fails to request an interview within the time specified in the announcement, which shall be at least five (5) work days from the date of the announcement, he/she forfeits the right for consideration for the unfilled position. After April 15, current employees are not guaranteed an interview.
- 5.4.4. All applicants for a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to the reasons for denial within five (5) work days of a request for reasons.
- 5.4.5. The unit member may request a review of those reasons by the Assistant Superintendent, Personnel Services, within three (3) work days of receipt of the statement of reasons. Thereafter, the Assistant Superintendent, Personnel Services, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.
- 5.4.6. A request for voluntary transfer may be withdrawn at any time prior to confirmation of the transfer.
- 5.4.7. Unit members will be considered for vacancies which occur after the final posting on April 15 provided they complete and file in the Personnel Services Office a Voluntary Transfer Interest Form no later than the last day of the contractual work year. Unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the District provided form.
- 5.4.8. In addition, members filing the Voluntary Transfer Interest Form must provide a phone number/email address between the last contractual work day and 15 working days prior to the 1<sup>st</sup> student day.
- 5.4.9. Members who have filed in accord with this section shall be notified by phone or email of appropriate vacancies.

## **5.5. Priority Voluntary Transfer Pool Procedure (PTP)**

- 5.5.1. Notwithstanding the above cited voluntary transfer procedure a unit member may choose to apply for a voluntary transfer procedure through the Priority Transfer Pool (PTP) procedure.

## **5.6. GLOSSARY**

- 5.6.1. Priority Transfer Committee (PTC) - a committee of administrators designated by the District for the specific purpose of identifying candidates for the Priority Transfer Pool (PTP).
- 5.6.2. Priority Transfer Pool (PTP) - the PTP consists of eligible teachers who have qualified for a guaranteed offer of transfer.

## **5.7. ELIGIBILITY CRITERIA**

- 5.7.1. Eligible teachers must:

be permanent employees

meet or exceed District performance expectations in all areas of the evaluation process

pass an oral screening interview

- 5.7.2. The PTC shall determine which teachers are eligible to be assigned to the PTP, and shall have a goal of assigning a number equaling ten percent (10%) of the number of estimated vacancies. However, nothing herein shall preclude the PTC from finding that fewer or more teachers are eligible in any given year. Each teacher assigned to the pool will receive one (1) guaranteed offer for which he/she is qualified and credentialed. Insofar as practical, the PTP will reflect a proportionate number of estimated vacancies at each level.
- 5.7.3. Teachers must apply for the PTP on an annual basis. If a teacher accepts an offer, the teacher will be ineligible for the PTP for a five-year period. This will not preclude a teacher from seeking a transfer via the regular voluntary transfer process outlined in §5.4.

## 5.8. PANEL:

- 5.8.1. Panel members will be determined by the District
  - 5.8.1.1. The decisions of the Panel are not subject to the grievance procedure.
  - 5.8.1.2. The Panel is the final authority in all decisions.
  - 5.8.1.3. The Panel will provide feedback of the interview if requested by the unit member.
- 5.8.2. Notification, in writing, including the reasons for the transfer request and a resume, must be submitted to the Director of Certificated Personnel no later than February 15.

## 5.9. General Procedures for Involuntary Transfer

- 5.9.1. Unless otherwise stated in §5.10 and §5.11, the following procedures shall be followed:
- 5.9.2. Involuntary transfers may be initiated for any of the following reasons:
  - 5.9.2.1. School closure or program reduction, boundary change or grade level reorganization between more than one site.
  - 5.9.2.2. Excess staff due to decline in enrollment.
  - 5.9.2.3. Program needs of a school, or program.
  - 5.9.2.4. Decline in special education students at a school site.
  - 5.9.2.5. To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.

The following procedures do not apply to 5.9.2.5: 5.9.3, 5.9.4, 5.9.9, 5.9.11 & 5.9.12.

- 5.9.3. Selection for involuntary transfer shall be in reverse order of district seniority.
- 5.9.4. The only exceptions to reverse order of district seniority are as follows:

- 5.9.4.1. First year probationary unit members shall not be considered for involuntary transfer so that the second year of probationary service will not be in a new school. However, if the first year probationary teacher is holding the position of a unit member who is returning to that position from a one-year leave, the first year probationary teacher will be moved.
- 5.9.4.2. When such a selection would result in creating a program need, which could not be filled by any remaining members of the school's faculty.
- 5.9.4.3. In such cases, the next least senior teacher would be selected.
- 5.9.5. If possible, prior to any general announcement, unit members so identified shall be individually informed in a conference that they are subject to involuntary transfer.
- 5.9.6. Once it is determined who will be transferred the transferee(s) shall be given a written statement of the specific reason(s) for the transfer. For transfers, effective with the following school year, this notice shall be no later than March 16, unless circumstances prevent notice by that date.
- 5.9.7. If the transferee is not satisfied with the reasons, he/she may file a grievance at Step 2 within ten (10) work days of receipt of the notice.
- 5.9.8. There may be circumstances which result in an involuntary transfer after the first teacher workday. If a unit member is involuntarily transferred after the first teacher workday, he/she shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment.
  - 5.9.8.1 Upon request, a unit member may forego the two (2) days provided in section 5.9.8 above, and instead utilize his/her own time to move teaching supplies and materials to the new site/program. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in section 14.7.1.1 of this Agreement. The unit member shall be responsible for documenting his/her time and submitting such documentation to the Assistant Superintendent Personnel/designee prior to receiving this hourly compensation.

- 5.9.9. With approval of the principal/program administrator, a unit member not subject to involuntary transfer may switch by mutual agreement with a unit member so designated.
- 5.9.10. In meeting program needs a unit member will be required to render only a service for which the unit member is qualified.
- 5.9.11. Prior to the distribution of the voluntary transfer posting and the addendum posting, the district shall first offer to an involuntary transferee any of the available opening(s) on the transfer posting for which he/she is qualified. Once an involuntary transferee accepts a position on either posting he/she may only accept another position through the voluntary transfer procedure.
- 5.9.12. If more than one involuntary transferee is qualified and interested in a specific assignment, the employee with the greatest district seniority shall be given the first opportunity to accept the assignment.

#### **5.10. Involuntary Transfer of Staff Members Assigned to a Program**

5.10.1. For purposes of this section programs are as follows:

Nurses  
ESL teachers  
Elementary music teachers  
Librarians  
Language, Speech, & Hearing Specialists  
Reading Specialists  
Resource Specialists (RSP)  
Special Day Class teachers (SDC)

- 5.10.2. For purposes of this section transfer is defined as placement in Another program, including general education. A change in assignment within the program is not considered a transfer.
- 5.10.3. Any staffing change affecting these programs will be accomplished so as to minimize the program disruption.
- 5.10.4. Transfers shall be based on reverse order of seniority within the program.
- 5.10.5. If a unit member covered by this section is transferred involuntarily or has his/her assignment within the program changed involuntarily, upon request, he/she shall receive assistance in moving

professional supplies and materials within the limitation of the district personnel and equipment.

**5.11. Transfer Procedures for Teachers on Special Assignment (TSA)**

5.11.1. TSAs receiving an involuntary transfer will have return rights to a position for which the individual is qualified at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.

5.11.2. TSA staff assigned to a program may not be involuntarily transferred to a TSA position within another program.

5.11.3. No teacher will be involuntarily transferred to a TSA position.

5.11.4. TSA positions are exempt from being selected as a position by an involuntary transferee during the process outlined in §5.9.11. However, involuntary transferees may apply for an open TSA position through the voluntary transfer process.

**5.12. Use of Ad Hoc Committee**

5.12.1. A unit member who has been designated for involuntary transfer per §5.9.4.2 (i.e. other than reverse order of seniority), may ask that an ad hoc committee be formed to review his/her involuntary transfer. The process shall be as follows:

5.12.1.1. The unit member must submit his/her written request for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.

5.12.1.2. The principal/program administrator shall appoint two (2) members to the committee; but, may not include himself/herself.

5.12.1.3. The unit member shall appoint two (2) members. These members must be from the same faculty or program; but, may not include himself/herself.

5.12.1.4. All four (4) appointments shall be made within five (5) work days of the request.

5.12.1.5. The fifth member shall be mutually agreed upon by the four (4) other team members.

- 5.12.1.6. If agreement on the fifth member cannot be reached within seven (7) work days after the committee is called for, each of the four (4) members will nominate a person as the fifth member. Each of the four (4) members will rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot.
- 5.12.1.7. The committee shall meet within three (3) work days of its final formation to review the principal's/program administrator's selection(s) for involuntary transfer.
- 5.12.1.8. A recommendation concerning the school's involuntary transfer(s) and/or the designation of alternative selection(s) shall be made by the committee no later than five (5) work days after its first meeting.
- 5.12.1.9. The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.
- 5.12.1.10. In order to maximize his/her options the unit member should simultaneously pursue his/her rights in §5.9.11 and 5.9.12. This is done without prejudice to the work of the ad hoc committee.

**5.13. Protection from Further Involuntary Transfer**

- 5.13.1. Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.
- 5.13.2. A transferee shall not be provided this protection if there is not a position available at his/her school for which he/she is qualified or legally authorized to serve.
- 5.13.3. If a unit member designated for transfer switches with another unit member, per §5.9.9, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

**5.14. Return Rights**

- 5.14.1. If a vacancy occurs at the school from which the unit member was

designated for involuntary transfer, prior to fifteen (15) working days before the first student day, the unit member shall be given the first priority to return to the school.

- 5.14.2. The vacancy must be in a position for which he/she is qualified.
- 5.14.3. If there is more than one unit member eligible to return the most senior shall be given the first priority to return.
- 5.14.4. If a unit member returns the unit member shall not be entitled to the transfer protection rights.
- 5.14.5. Any unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which he/she was transferred. This return shall be in accordance with § 5.14.3.
- 5.14.6. The District will provide this opportunity to the involuntary transferee up to fifteen (15) working days before the first student day.
- 5.14.7. An employee who voluntarily returns to his/her previous school (per §5.14.5 above) shall retain the remaining two (2) years of protection.
- 5.14.8. An employee who accepts a voluntary transfer (other than returning to the school from which he/she was involuntarily transferred) forfeits his/her transfer protection rights.

**5.15. Involuntary Transferee Not Placed in a Permanent Assignment**

- 5.15.1. An involuntarily transferred unit member who the district has been unable to assign shall be assigned as a substitute.
- 5.15.2. He/she shall have all rights and benefits continue as if he/she was assigned to a permanent position.
- 5.15.3. He/she shall continue to be informed of vacancies as they occur. The district has the right to immediately assign an involuntary transferee, who has not been placed, to any position for which he/she is qualified.
- 5.15.4. Protection from further involuntary transfer as provided in §5.13 shall begin with assignment to the permanent position.

**5.16. School Closure, Changes in School Attendance Boundaries, or Grade Level Reorganization Between More Than One Site**

5.16.1. For any action which results in the reassignment of students from one site to another site (i.e., school closure, changes in attendance boundaries, grade level reorganization), unit members will be notified within 15 working days of the Board decision and the following procedures shall apply:

- 5.16.1.1. Insofar as possible, the same proportion of unit members as students will be transferred to those schools receiving transferred students.
- 5.16.1.2. After voluntary transfers, should the need still exist for involuntary transfers, the least senior person at the site will be involuntarily transferred. Prior to designating a person to be involuntarily transferred, there will be a review of credentials and qualifications.
- 5.16.1.3. Unit members subject to involuntary transfer due to school closure, boundary changes or grade level reorganization between more than one site shall be so notified in writing no later than March 15.
- 5.16.1.4. No unit member at the school receiving transferred students will be transferred to accommodate unit members from the school being closed or losing students.
- 5.16.1.5. All positions made available by the reorganization of a school/site will be posted in the school/site affected for no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
- 5.16.1.6. Unit members to be transferred are to initiate a meeting with the principal to review any position(s) for which the unit member is credentialed and interested in those schools receiving transferred students.
- 5.16.1.7. When only one unit member from a school being closed or losing students is credentialed and interested in a position, the unit member will be assigned to the position.

- 5.16.1.8. When there are more unit members from one site who are interested in positions than there are positions generated by the number of students from that site, the principal shall interview and select from those unit members.
- 5.16.1.9. When there are two or more unit members from different sites who are interested in a position, the principal shall interview and select from those unit members.
- 5.16.1.10. All applicants for positions shall be notified in writing by the District within five (5) workdays of the final decision. Those not selected shall be entitled to reasons for the denial.
- 5.16.1.11. The unit member may request a review of those reasons by the Assistant Superintendent, Personnel Services, within three (3) work days of receipt of the statement of reasons. Thereafter, the Assistant Superintendent, Personnel Services, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.
- 5.16.1.12. All positions and/or unit members affected by school closure, changed attendance boundaries, or grade level reorganization between more than one site which have not been assigned by May 1 shall be subject to the procedures for voluntary and involuntary transfer as contained in this agreement.

**5.17. Opening/Reopening a New School**

- 5.17.1. When a new school is to be opened or reopened, the procedures outlined in §5.16 will be followed. In addition, the following procedures will apply for the opening/reopening of a new school:
- 5.17.2. The principal shall place on file in the Personnel Office the proposed organizational plan of the school.
- 5.17.3. Announcement of all known positions shall be posted in each school no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
- 5.17.4. Priority consideration shall be given existing unit members within the District who request placement in the new school.

**5.18. Exchange Transfer**

5.18.1. In order for unit members to avail themselves of growth opportunities and motivational changes, exchange transfer opportunities will be made available. An "Exchange Transfer" is defined as a transfer which shall occur when two or more unit members of the bargaining unit and their respective principals agree in writing to an exchange of the unit members' respective positions of employment. Exchange Transfer agreements shall take place between May 15 and June 15.

5.18.2. Guidelines for teacher exchange are available from the Personnel Services office. Implementation of the exchange will be worked out between all parties in cooperation with the Personnel Services office.