

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, non-reelection, or a newly created position.
- 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 facilitate subsequent year staffing as summarized below.)

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| January | Letters or emails sent to unit members on leave of absence requesting clarification of leave intention for the coming school year.

Letters sent to all unit members informing them of the process and timelines for requesting a leave of absence for the coming school year, or for the spring semester of the current school year.

Job Share and Willie Brown Informational Meeting held if positions are available or being added. |
| February | Unit members on leaves of absence must submit their status update for the coming school year no later than February 15.

Job Share applications and Willie Brown applications are due to Human Resources by February 15.

Assignment Preference Forms must be distributed to unit members by administrators no later than February 15.

Job share applicants and Willie Brown applicants must be notified by February 28 if their application is being accepted for the coming school year. |

- March Tentative assignments must be given to unit members by March 1.
 Notification of involuntary transfers by March 1.
 Preview of known vacancies for involuntary transfers (involuntary transfers shall have at least five days to review the vacancy list.)
 Involuntary transfers to attend meeting to choose a new position for the coming school year in order of District seniority.
- April By April 1, each Office Manager and MDEA 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.
 All Voluntary Transfer interviews and acceptance offers must be completed by April 15, per §5.4.3 - §5.4.6
- April 10-15 Addendum posting (previous week if dates fall during Spring Break).
- April 15 Deadline to submit Leave of Absence request for the coming school year.

Last contractual work day	Final date for filing Summer Voluntary Transfer Interest Form.
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 site.
Fifteen work days before the first student day	Last date for voluntary transferees to be considered if they filed a Summer Voluntary Transfer Interest Form

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, where multiple employees have the same seniority date, shall be determined in the following manner:

5.3.1.1 By November 1 each year the Parties will meet to establish the "Yearly Random Alphabet" which shall be the 26 letters of the alphabet, drawn at random, alternating MDEA then MDUSD. The District shall publish the Yearly Random Alphabet to all bargaining unit members by November 2 each year.

5.3.1.2 For employees first rendering paid probationary service on the same day, seniority shall be determined by last name using the Yearly Random Alphabet. For last names beginning with the same letter, alphabetical order according to the regular Latin alphabet, beginning at the second letter, will be used.

5.3.1.3 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.

5.3.1.4 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.

5.3.1.5 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.

5.4.2.1.1 Subject(s), grade level(s), credential requirement(s), 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 they are 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, they forfeit 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 Executive Director, Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Executive Director, Director, or Chief of Human Resources, 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 Human Resources Office a Summer 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 Summer Voluntary Transfer Interest Form must provide a phone number/email address between the last contractual work day and fifteen (15) working days prior to the first (1st) 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 General Procedures for Involuntary Transfer**
- 5.5.1 Unless otherwise stated in §5.6 and §5.7, the following procedures shall be followed:
 - 5.5.2 Involuntary transfers may be initiated for any of the following reasons:
 - 5.5.2.1 School closure or program reduction, boundary change or grade level reorganization between more than one site.
 - 5.5.2.2 Excess staff due to decline in enrollment.
 - 5.5.2.3 Program needs of a school, or program.
 - 5.5.2.4 Decline in special education students at a school site.

- 5.5.2.5 To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.
 - 5.5.2.5.1 §5.5.3, §5.5.4, §5.5.9, §5.5.11 and §5.5.12 do not apply to §5.5.2.5.
- 5.5.3 Selection for involuntary transfer shall be in reverse order of district seniority.
- 5.5.4 The only exceptions to reverse order of district seniority are as follows:
 - 5.5.4.1 First year probationary unit members who worked at least 50% of their first year shall not be considered for involuntary transfer for their second year, 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.
 - 5.5.4.1.1 If circumstances arise which result in an involuntary transfer after the first teacher workday, a first year probationary bargaining unit member may be involuntarily transferred if they have not yet had their first formal observation.
 - 5.5.4.2 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.
 - 5.5.4.3 In such cases, the next least senior teacher would be selected.
- 5.5.5 Prior to any general announcement, direct supervisors shall make every attempt to schedule and hold a discussion or meeting in private (or, upon the bargaining unit member's request, with a union representative present) with unit members so identified to inform them that they are subject to involuntary transfer.
- 5.5.6 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 1.
- 5.5.7 If the transferee is not satisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the notice.
- 5.5.8 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, they 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.

5.5.8.1 Upon request, a unit member may forgo the two (2) days provided in §5.5.8 above, and instead utilize their 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 §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Director, Human Resources/designee prior to receiving this hourly compensation.

5.5.9 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.

5.5.10 In meeting program needs a unit member will be required to render only a service for which the unit member is qualified.

5.5.11 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 they are qualified. Once an involuntary transferee accepts a position on either posting they may only accept another position through the voluntary transfer procedure.

5.5.12 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.

5.5.13 If a unit member covered by this section is transferred involuntarily or, pursuant to §5.5.9 upon request, they shall receive 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 limitation of the District personnel and equipment.

5.5.13.1 Upon request, a unit member may forgo the two (2) days provided in §5.5.13 above, and instead utilize their own time to move teaching supplies and materials to the new site. 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 §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

- 5.5.14 Before adding an individual to the involuntary transfer list, the District will consider all known positions at the site including those for which no specific credential is required and are usually approved by the Committee on Assignment.
- 5.5.15 Prior to the Involuntary Transfer Meeting, HR staff will meet with MDEA Leadership to review the list of available openings to clarify credential requirements and to review the list of transferees and available openings.
- 5.5.16 Involuntary Transfer Meetings(s) will be scheduled in such a way as to allow one (1) hour of meeting time for each ten (10) transferees. If there are more than twenty (20) transferees, a second meeting will be scheduled. If there are more than thirty (30) transferees, a third meeting will be scheduled. Each involuntary transferee will only be required to attend one (1) meeting based on their position on the list. If Involuntary Transfer Meeting(s) happen during the school day, a substitute shall be provided by the District, if sub coverage is necessary. If Involuntary Transfer Meeting(s) happen after site time, bargaining unit members shall be paid at the certificated hourly rate for the entirety of the time they spend at the meeting.
- 5.5.17 Once an involuntary transferee accepts a position, the grade level assignment or course assignments shall not be changed, without consent of the transferee for a period of at least one school year. The position will remain the same absent of extraordinary circumstances, such as changes in enrollment.
- 5.5.19 No member will have the option to “pass” on choosing a new assignment. If there is a position on the list for which they are qualified, each transferee must either select a position, apply for an unpaid opportunity leave, or resign their position.
- 5.5.20 When involuntary transferees are offered a position, for which they qualify, they must either:
 - 5.5.20.1 accept the position
 - 5.5.20.2 receive, upon request, an unpaid opportunity leave for one year; or
 - 5.5.20.3 resign their position with the District.
- 5.5.21 If no appropriate full-time position (or partial FTE equivalent if the bargaining unit member is part time) is available anywhere in the district, and an individual has greater FTE than all part-time positions that are available anywhere in the district, they will be offered the position at their current FTE with the provision that they will be assigned other duties (such as substitute teaching) to fill their FTE.

- 5.5.22 The District will explain to each involuntary transferee that if there is no appropriate position to offer a transferee, they will be unassigned and placed in a substitute pool until a position becomes available as per §5.11.
- 5.5.23 No bargaining unit member shall be involuntarily transferred into a regular classroom teaching (non-prep) 6th, 7th, or 8th grade position at the Holbrook Language Academy.

5.6 Involuntary Transfer of Staff Members Assigned to a Program

- 5.6.1 For purposes of this section programs are as follows:

- Nurses
- ELD Support Teachers
- Elementary Music Teachers
- Library Media Teachers
- Language, Speech, & Hearing (Audiology) Specialists
- Reading Specialists
- Resource Specialists (RSP)
- Special Day Class teachers (SDC)
- School Counselors
- Enrichment and Support Teachers

- 5.6.2 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.
- 5.6.3 Any staffing changes affecting these programs will be accomplished so as to minimize the program disruption.
- 5.6.4 If a unit member covered by this section is transferred involuntarily or has their assignment within the program changed involuntarily, upon request, they shall receive assistance in moving professional supplies and materials within the limitations of district personnel and equipment, and they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment or may receive pay per §5.5.13.1.

5.7 Transfer Procedures for Teachers on Special Assignment (TOSA)

- 5.7.1 TOSAs 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.
- 5.7.2 TOSA staff assigned to a program may not be involuntarily transferred to a TOSA position within another program.
- 5.7.3 No teacher will be involuntarily transferred to a TOSA position.
- 5.7.4 TOSA positions are exempt from being selected as a position by an

involuntary transferee during the process outlined in §5.5.11. However, involuntary transferees may apply for an open TOSA position through the voluntary transfer process.

5.8 Use of Ad Hoc Committee

- 5.8.1 A unit member who has been designated for involuntary transfer per §5.5.4.2 (i.e. other than reverse order of seniority), may ask that an ad hoc committee be formed to review their involuntary transfer. The process shall be as follows:
 - 5.8.1.1 The unit member must submit their written request for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.
 - 5.8.1.2 The principal/program administrator shall appoint two (2) members to the committee; but, may not include themself.
 - 5.8.1.3 The unit member shall appoint two (2) members. These members must be from the same faculty or program; but, may not include themself.
 - 5.8.1.4 All four (4) appointments shall be made within five (5) work days of the request.
 - 5.8.1.5 The fifth member shall be mutually agreed upon by the four (4) other team members.
 - 5.8.1.6 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.
 - 5.8.1.7 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.
 - 5.8.1.8 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.
 - 5.8.1.9 The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.
 - 5.8.1.10 In order to maximize their options the unit member should simultaneously pursue their rights in §5.5.11 and §5.5.12. This is done without prejudice to the work of the ad hoc committee.

5.9 Protection from Further Involuntary Transfer

- 5.9.1 Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.
- 5.9.2 A transferee shall not be provided this protection if there is not a position available at their school for which they are qualified or legally authorized to serve.
- 5.9.3 If a unit member designated for transfer switches with another unit member, per §5.15.1, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

5.10 Return Rights

- 5.10.1 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.
 - 5.10.1.1 The vacancy must be in a position for which they are qualified.
 - 5.10.1.2 If there is more than one unit member eligible to return the most senior shall be given the first priority to return.
 - 5.10.1.3 If a unit member returns the unit member shall not be entitled to the transfer protection rights.
- 5.10.2 Any unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which they were transferred. This return shall be in accordance with §5.10.1.2.
 - 5.10.2.1 The District will provide this opportunity to the involuntary transferee up to fifteen (15) working days before the first student day.
 - 5.10.2.2 An employee who voluntarily returns to their previous school (per §5.10.2 above) shall retain the remaining two (2) years of protection.
- 5.10.3 An employee who accepts a voluntary transfer (other than returning to the school from which they were involuntarily transferred) forfeits their transfer protection rights.

5.11 Involuntary Transferee Not Placed in a Permanent Assignment

- 5.11.1 An involuntarily transferred unit member who the district has been unable to assign shall be assigned as a substitute.
- 5.11.2 They shall have all rights and benefits continue as if they were assigned to a permanent position.
- 5.11.3 Such unit members 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 they are qualified.

- 5.11.4 If, at any time, a vacancy occurs at an unassigned bargaining unit member's most previous site, for which they are qualified, they shall be offered that position, regardless of seniority in relation to other unassigned bargaining unit members. This return shall be in accordance with §5.10.1.2.
- 5.11.5 Protection from further involuntary transfer as provided in §5.9 shall begin with assignment to the permanent position.

5.12 Changes in School Attendance Boundaries, or Grade Level Reorganization Between More Than One Site

- 5.12.1 For any action which results in the reassignment of students from one site to another site (i.e., changes in attendance boundaries, grade level reorganization), unit members will be notified within 15 working days of the Board's decision and the following procedures shall apply:
 - 5.12.1.1 Insofar as possible, the same proportion of unit members as students will be transferred to those schools receiving transferred students.
 - 5.12.1.2 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.
 - 5.12.1.3 Unit members subject to involuntary transfer due to boundary changes or grade level reorganization between more than one site shall be so notified in writing no later than March 1.
 - 5.12.1.4 No unit member at the school receiving transferred students will be transferred to accommodate unit members from the school losing students.
 - 5.12.1.5 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.
 - 5.12.1.6 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.
 - 5.12.1.7 When only one unit member from a school losing students is credentialed and interested in a position, the unit member will be assigned to the position.

- 5.12.1.8 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.
- 5.12.1.9 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.
- 5.12.1.10 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.
- 5.12.1.11 The unit member may request a review of those reasons by the Chief of Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Chief of Human Resources or designee, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.
- 5.12.1.12 All positions and/or unit members affected by changed attendance boundaries or grade level reorganization between more than one site which have not been assigned by March 1 shall be subject to the procedures for voluntary and involuntary transfer as contained in this agreement.

5.13 Opening/Reopening a New School

- 5.13.1 When a new school is to be opened or reopened, the procedures outlined in §5.12 will be followed. In addition, the following procedures will apply for the opening/reopening of a new school:
- 5.13.2 The principal shall place on file in the Human Resources Office the proposed organizational plan of the school.
- 5.13.3 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.
- 5.13.4 Priority consideration shall be given existing unit members within the District who request placement in the new school.

5.14 School Closure/Reconstitutions

- 5.14.1 When school site(s) are closed or reconstituted, all bargaining unit members, excluding program staff, per §5.6, assigned at the site(s) shall be granted involuntary transfer status. Affected staff shall choose from available positions throughout the district during the involuntary transfer window in order of their district seniority, provided they are qualified and credentialed to teach within a given school's academic structure. (Example: A middle school teacher with a single subject credential may not be appropriately credentialed to teach at a

middle school site where a CORE academic structure is in place.)

- 5.14.1.1 When a decision is made to close school site(s), affected members will receive notification within 15 working days of the Board's decision and the following procedures shall apply:
- 5.14.1.2 Members affected by school closure(s) shall receive written notification of their involuntary transfer status no later than March 1 of the final year the school will be open.
- 5.14.1.3 No unit member at the school site(s) receiving transferred students will be transferred to accommodate unit members from school site(s) being closed.
- 5.14.1.4 Seniority ties between teachers from closed site(s) who are interested in the same vacancy during the involuntary transfer window shall be broken by using the Yearly Random Alphabet and the process described in §5.3.1.2 above.
- 5.14.1.5 If the district is unable to place unit member(s) who have been involuntarily transferred due to school closures, the procedures outlined in §5.11 shall apply.

5.15 Exchange Transfer

- 5.15.1 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.
- 5.15.2 Guidelines for teacher exchange are available from the Human Resources office. Implementation of the exchange will be worked out between all parties in cooperation with the Human Resources office.