

**ARTICLE TWENTY-FIVE
REASSIGNMENT & TRANSFER**

It is the intent of the parties to provide staff stability and opportunities for reassignment and transfers. The following procedures shall be utilized to achieve this objective:

A. Reassignment

1. A reassignment is defined as a change in grade level or subject assignment; or, in the case of a teacher assigned to a center, area, or off campus facility, a change in any position under the direction and supervision of a principal regardless of site location.
2. Employees who desire to be reassigned shall file a written statement with his/her school principal of such desire. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location.
3. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner; not arbitrary or capricious. The principal shall advise the employee through a personal interview that a reassignment is being recommended and the reasons therefore.
4. (a) An employee with a complaint about being unfairly reassigned in an arbitrary and capricious manner may present the complaint to his/her principal.

(b) If the principal is unable to resolve the complaint the employee may present the complaint to the Area Superintendent for review.

(c) If the Area Superintendent is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article 34 of the contract.
5. Employees receiving an involuntary reassignment during the school year shall receive three (3) non-assigned preparation days prior to the start of the involuntary assignment.

B. Transfers

1. A transfer is defined as a permanent (more than one semester) change in the school, center, off-campus facility or other location at which the employee is regularly assigned. For purposes of this section a main building, any annex building(s), or portable classrooms shall be deemed to be part of the same school, center or off-campus facility irrespective of physical location provided that all such facilities have the same administrator.

For Psychologists, Social Workers, Visiting Teacher, and other such employees who are assigned to an area (i.e. North, South, etc.), a transfer is defined as a change in the area.

Reassignment as defined in Article 25-A(1) shall not constitute a transfer for the purposes of this agreement.

2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when the employee is moved to a program or activity which is under the supervision of a different principal or administrator.
3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the School Board will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent, or their respective designee, will meet and confer regarding the movement of the employee.
4. Employees who desire a transfer shall file a written statement with their principal of such desire on such form as set forth in annexed Appendix C, one copy of which shall be filed with the principal by the employee, one (1) copy filed with the Division of Human Resources and one (1) copy to be retained by the employee.
5. **Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication the subject area or grade level of the vacancy, the date the vacancy will occur, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position. Such posting

shall be made at least seven (7) working days before the vacancy is to be permanently filled. Vacancies in virtual school positions shall be advertised in the same manner as full-time positions.

C. **Voluntary Transfers (Regular & Special):**

1. Transfer applications shall be provided by the District and may be submitted any time after January 1st through the last day of the regular school year for the following school year. Such applications shall remain active until the following December 31st. Any employee who has received an end of the year overall evaluation of less than satisfactory for the current and/or previous school year is not eligible for transfer. Also, any teacher who is under a Performance Development Plan is ineligible for transfer.

Applicants may request and specifically list ten (10) schools to which they are interested in transferring.

2. The staff of the Division of Human Resources shall forward all such requests to the work locations requested by the applicant.
3. **Transfer Window:** Voluntary transfer applicants who have requested a specific school for the following school year must all be considered before the affected principal can fill the vacancy with a new hire. After the schools budgets have been finalized, an early transfer window, using an efficient method for interviews, will allow only teachers who have requested voluntary transfers (regular and special) to transfer. Applicants may be interviewed prior to the placement of teachers being involuntarily transferred. Following this transfer window, involuntary transferred teachers will be placed. After the placement of involuntary transfers, the transfer window will be reopened for regular and special voluntary transfers. Except for hardship transfers, no transfer will be allowed if the employee does not apply by the last day of the regular school year and then no transfer will be allowed after the close of work on the day before school starts for students each year. Factors to be considered by the principal include, but are not limited to:
 - a. required certification/qualifications for the position.
 - b. sending and receiving school's faculty racial ratio.
 - c. mutual agreement of employee and the affected administrators.
 - d. seniority of the affected employee.

4. **Special Transfers**

Hardship Transfers: For purposes of this section, a "hardship" shall be a situation when a teacher has completed a year of service with the District and:

- a. travels 20 miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or
- b. has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.
- c. An employee who meets the "hardship" definition will be guaranteed an interview for a Board determined vacancy at one (1) of the ten (10) schools the employee selects, except during the early transfer window.

Guaranteed Transfers: Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects based on the following conditions listed below. However, no transfer will be considered if the employee does not apply by the last day of the regular school year. No transfer will be allowed after the close of work on the day before school starts for students each year.

- a. Transfer applicant holds the required certification/qualifications for the position.
- b. The affected teacher must have completed not less than fifteen (15) consecutive years in /her current school.
- c. Not more than ten (10) percent (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten (10) percent shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c-d shall be utilized.
- d. If more than one eligible teacher requests the same vacancy and they are certified for said position, it shall be awarded by

bargaining unit seniority. Ties shall be broken pursuant to the provisions of Article Three, E, 3.

- e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this section number 5:

ESE, elementary	=1
Middle	=2
Technical Centers and High Schools	=3
- f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article 25, D, 5.
- g. Transfers under this section shall be processed before other voluntary transfers requested under section 3 above, except during the early transfer window.
- h. All transfers under this section shall stop on the close of work on the day before school starts for students each year.

Return Transfers: Teachers who are involuntarily transferred shall have the first right of refusal for vacancies that occur at their previously assigned school prior to the close of the transfer window.

- 5. **Superintendent Approval:** After the day before school starts for students each year, the Superintendent may approve voluntary transfers under extenuating circumstances as determined by the Superintendent.
- 6. **Delay of Voluntary Transfers:** Voluntary transfers shall not be processed until such time as the District has depleted the list of surplus teachers needing placement under Section D. below, except during the early transfer window.

D. **Involuntary Transfers:** Involuntary transfers will be made with the approval of the Superintendent when a reduction in the number of employees in a school is necessary, or to prevent disruption of the instructional program.

- 1. When a reduction in the number of employees in a Board designated subject area/program or specific positions within a high school, middle school or technical center is necessary, notice of the reduction shall be posted and all volunteers shall first be

transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.

a. The parties recognize that in certain career and technical subjects/disciplines, specific training and experience may be required to successfully teach a course. Therefore, when it becomes necessary to surplus a career and technical teacher, the surplussed teacher must demonstrate one (1) or more of the following before being placed in a vacant career and technical position:

1. Recency of teaching experience in the subject and/or program.
2. A license or documentation and/or recency of business/industry work experience necessary to meet the program needs.

b. If a surplussed teacher cannot meet the criteria listed above, the employee will be placed in a non-career and technical (excluding dropout prevention) class if said employee has another area on his/her certification. If the employee does not have a non-career and technical area on his/her certification, the employee may select one (1) of the following options:

1. Placed by the District as a replacement teacher.
2. Become retrained and add a new area to his/her certification by taking a critical shortage sabbatical leave.

2. **Reduction By Seniority:** When a reduction in the number of employees within an elementary school or exceptional student center is necessary, notice of the reduction shall be posted and all

volunteers shall first be transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.

3. **Assigned By Seniority:** In filling vacancies, qualified employees who are being involuntarily transferred shall be assigned by seniority before assignments are made for new employees and for employees seeking voluntary transfers, except during the early transfer window.
4. **Position Assistance:** When an involuntary transfer is required, the district shall provide assistance in finding a new position which the employee would prefer to accept. The district shall provide affected employees with a copy of the anticipated vacancy list upon publication and all Board declared employee job vacancies. Also, said employee(s) shall provide his/her principal and the Superintendent's designee with a list of ten (10) schools in the county to which they would prefer to be transferred to. If no position exists, the employee shall be transferred to an available position. Those schools where special programs (i.e. SIG) exist shall be exempt from receiving involuntarily transferred teachers when both parties agree to the program terms through a Memorandum of Understanding (MOU).
5. **Exempt from Surplussing:** The parties agree that the principal has the responsibility to maintain Board approved curricular and co-curricular activities. When it becomes necessary for the Superintendent to implement the provisions of this section, the principal may provide for the following curricular and co-curricular exemptions:

Athletic director, those head coach positions listed in Appendix F, I, D, 2, of this Agreement, drama coach, debate coach, academic games sponsor, newspaper sponsor, yearbook sponsor, music, department chairperson, team leader and grade level chairperson.

6. **Steward Superseniority:** One (1) BTU steward per school shall be given superseniority and also be exempt from the provisions of section five above. The BTU will provide the Superintendent with an annual list of the official steward at each school that this section shall apply to. This shall be the same steward as the one referenced in Article Six, Section F (4) of this agreement.
- E. An employee shall not be assigned or transferred during the term of this Agreement on the basis of the amount of salary of the employee.
- F. **PROCEDURES TO FILL VACANCIES AT NEW SCHOOLS**
1. The Superintendent will determine the number of total anticipated vacancies at the new schools. Vacancies will be categorized by subject areas, i.e., math, science, elementary education, early childhood education, art, music, guidance, etc.
 2. Area Superintendents will inform the Associate Superintendent of Human Resources of the number of teachers from feeder schools that will need to be transferred.
 3. Principals at new elementary schools will be permitted to advertise district wide and select Grade Level Chairpersons, Media Specialist, ESE Specialist, and a Guidance Counselor, immediately to assist in the opening of the new school. At new middle schools and new high schools, the principal may hire the Department Heads and or Team Leaders, Media Specialists, ESE Specialists, Athletic Director and Guidance Director.
 4. The principal of the feeder school(s) shall notify staff of the necessity to reduce personnel. At the school, the entire staff is notified in writing of reduction as per Article 25 of the contract. The principal notifies staff of areas where reduction will occur (i.e., number of elementary, early childhood education). Instructional Staffing will notify teachers at the feeder school who are on a Board approved leave of the necessity to reduce personnel. They will be given an opportunity to complete a transfer request form.
 5. The reduction of students from feeder schools determines the minimum number of positions available for transferring teachers from the feeder schools by using a ratio of 30 to 1 and/or appropriate ESE ratios.
 6. Vacancy lists will be made available to those employees at the feeder schools.

7. Employees may complete a voluntary transfer form listing up to ten (10) schools and submit it to their principal by April 15th or 45 days prior to the anticipated opening after the commencement of the regular school calendar. If more feeder school employees volunteer to transfer to a new school than the number of positions created by the reduction of students from feeder schools, 60% of the positions from a feeder school will be filled by seniority and the principal will interview and select employees for the remainder of the positions. If fewer employees apply to transfer than there are vacancies, all employees will be transferred to the new school(s).
8. After voluntary transfers have been exhausted at the feeder school, involuntary transfers will take place at the time the District processes involuntary transfers district wide. Involuntary transfers shall be handled at the sending (feeder) schools pursuant to the provision in Article 25, Section D of the BTU-School Board Collective Bargaining Agreement. Principals of schools may retain employees identified in this provision for the curricular and co-curricular activities pursuant to Article 25. AC employees who hold such provisions and who are recommended for employment for the next school year shall remain at the schools.
9. Attempt will be made to keep employees at the same level, i.e., early childhood education, elementary, art, music, physical education, etc.
10. A printout of seniority and certification school-wide will be available at all feeder schools for seven (7) workdays prior to the deadline for voluntary transfer forms.
11. New employees to the district will not be hired in applicable vacancies until placement of all involuntarily transferred employees have been made.