



**2019-2021
MFT Local 59
DISTRICT PROPOSAL
Date Passed – June 13, 2019
Re-Presented – September 5, 2019**

Note – Text in yellow highlight moved over from I&S MOA

Article 15 Transfer, Reassignment, and Recall

15.1 Preamble:

15.1.1 Objective: The Transfer and Reassignment procedure is designed to facilitate the best match possible of teachers and sites or programs seeking teachers. The parties to this agreement wish to promote or enhance the effectiveness of sites, programs and professional educators by providing a venue and process to facilitate teacher placement.

15.1.2 Anticipated Outcomes: The District and the Union desire hiring, transfer, and reassignment procedures that:

- a. promote mutual consent and facilitate the best match possible of teachers and sites or programs;
- b. promote stability of staff at all sites;
- c. facilitates and strengthens the system to support quality instruction, student learning, and school success;
- d. value the experience, knowledge, skills, abilities and interests of teachers
- e. continue to value the seniority status of teachers;
- f. provide schools with diverse teaching staffs;
- g. provide support for teachers at all school sites;
- h. enable the District to hire the best qualified teachers to fill all vacancies

15.2 A Summary of the Key provisions of the Transfer and Reassignment Procedure:

15.2.1 Timeline for streamlined Interview & Select Process. The parties agree to create a streamlined Interview & Select process with the following components:

- a. Within ten (10) duty days after the District’s Budget Tie Out (BTO) deadline, the catalogue of open positions will be posted online for teachers to begin the application process. The catalogue will be sent to the Union and principals. The catalogue of open positions will be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.
- b. Approximately five (5) duty days after the positions have been released and teachers have applied for interviews, Round 1 interviews will be conducted in one (1) to - two (-2) days at a central location, to be determined. Round

~~Interviews~~ will only be open to internal candidates with current teaching assignments and early contracts ~~in teacher shortage areas as defined by the Minnesota Department of Education and as demonstrated by the School District~~ who have the requisite licenses(s) or appropriate documentation in lieu of the license indicating the acquisition of the license(s) by July 1 for the upcoming school year. ~~The District shall inform the MFT of the determined shortage areas prior to Round 1.~~ Teachers will receive an email notification from the posting system informing them of the job offer. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.

~~c. Approximately five (5) duty days after Round 1 has concluded, a catalogue of open positions will be posted online for teachers to begin Round 2. The catalogue will be sent to the Union and principals. The catalogue of open positions will be open for five (5) duty days. Candidates shall go online to upload their resume and sign up for interviews for positions.~~

~~d. Approximately five (5) duty days after positions for Round 2 have been posted, Round 2 interviews will be conducted in 1 – 2 days after school at a central location to be determined. Round 2 will be open to internal candidates with current teaching assignments and those with an early contract who have the requisite license(s) or appropriate documentation in lieu of the license indicating the acquisition of the license(s) by July 1 for the upcoming school year. Teachers will receive an email notification from the posting system informing them of the job offer. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.~~

~~e.c. Approximately five (5) duty days after the conclusion of the Interview Round 2 interviews, the District and the Union will initiate the matching and placement processes as designated in the collective bargaining agreement.~~

15.2.2 Teacher Movement. Teachers will be allowed to accept only one assignment (1) time during the ~~streamlined~~ Interview & Select process ~~(i.e., two rounds).~~

15.2.3 Interview Teams. The Union Stewards and site administration shall have flexibility to create interview teams to meet the needs of their interview schedules, such as using blended teams of teachers at various grade levels to accommodate a high volume of interviews during the interview period each round. The selection of teachers on the interview team shall be governed by the collective bargaining agreement.

15.2.4 Labor-Management Committee. The District and Union will form an Interview & Select labor-management committee to provide advice and counsel regarding the Interview & Select process, and help problem-solve issues relating to logistics and implementation.

15.2.5 Leave of Absence – Right to Return: Teachers on leaves of absence for less than one year have the right to return to a position at their sites, (unless the teacher has waived his/her right to return to the position), but not necessarily to the same position. Also see leaves of absence provisions as outlined in Article 11, Leaves of Absence.

15.2.6 No Limitation: Teachers requesting a transfer and teachers who are excessed and unassigned are not limited to the number of sites with which they may interview.

15.2.7 Online Posting System: All teachers who are interested in being considered for posted positions will log into the online posting system and apply for those positions at specific locations.

15.2.8 Valid License Required: Licensed staff must hold the appropriate valid license through the school year for which they are applying in order to be considered for positions.

15.2.9 Excessed Teachers:

15.2.9.A Definition: Excessed status exists when there is a reduction in staffing at a school or site or when a teacher returns from a leave of absence of one (1) year or more; or when a teacher waives their right to return to a site prior to going on a leave of one (1) year. Because school programs are unique, it is important that teachers make informed decisions regarding their teaching assignments. To assure that excessed teachers apply for positions that fit their interests, experience, training, and skills, they shall participate in the interview process.

15.2.9.B Staff Reductions: When staff reductions occur at the building, all teachers shall be canvassed in seniority order within their specific licensure area/department to determine which teachers shall be excessed. The least senior teacher in the specific licensure areas/departments shall be excessed from the building if more senior teacher(s) decline the option of volunteering to be excessed. Teachers who are excessed from a school or site due to a reduction in staffing shall participate in the interview process.

15.2.9.C Participation in Transfer Process Requirement: All excessed teachers ~~shall~~ must participate in the transfer process if there are positions posted for which they are appropriately licensed and qualified.

~~**15.2.9.D Interview Requirement:** Excessed teachers who are in the top four (4) senior applicants or who are selected for an interview must participate in the interview process.~~

~~**15.2.9.E**~~ **15.2.9.D Unable to Secure a Position:** Excessed teachers who are unable to secure a position through the transfer process ~~or did not participate in the transfer process~~ must participate in a matching session which includes an interview.

15.2.10 Interviews – Candidate Pool:

15.2.10.A Candidate Pool: The interview pool for each position will include ~~the top four (4) senior applicants and four (4) other up to eight (8)~~ applicants to be selected by the site interview team.

15.2.10.B Confirmation or Declination Required: Once selected for an interview, teachers need to confirm or decline their intent to participate in the interview process.

15.2.10.C Decision-Making Process: Once all of the interviews are conducted, the team will review the results of the interviews, the administrator will conduct reference checks and through a consensus process, the interview team will identify acceptable candidates for the position and may rank their top acceptable candidates in order of priority. If the team is unable to reach consensus, the principal will make the final decision. If the principal is not available for the entire interview process, he/she will delegate their decision-making authority to the team.

~~**15.2.11** ***Note: one move will be permitted over the two rounds of I&S, per the “Streamlined Interview & Select Process” MOA. (Also see MOA in Section IV. of this Agreement)** Teachers will be able to make up to two (2)* moves during the transfer process.~~

~~**15.2.12**~~ **15.2.11 Teachers on PSP – Voluntary Excessing:** Teachers on PSP may request to voluntarily excess themselves if there is a staff reduction. Requests shall be forwarded to contract administration for case by case determination.

~~15.2.13~~ **15.2.12** **No Realignment:** Teachers will not be realigned as a result of reduction in force.

~~15.2.14~~ **15.2.13** **Transfer to Other Licensure areas/Departments:** Excessed teachers and returnees from leaves of one (1) year or more may also transfer to vacancies in other specific licensure areas/department provided they are appropriately licensed.

~~15.2.15~~ **15.2.14** **Newly Hired – Unassigned Status:** A teacher newly hired to the district without an identified position is given unassigned status. With unassigned status, a teacher shall participate in the interview process.

~~15.2.16~~ **Participation in I&S Sessions:** ~~Teachers who choose not to participate in one I&S session may still participate in subsequent I&S sessions. Each I&S session is considered to be a separate session.~~

~~15.2.17~~ **15.2.15** **Matching Session:** Vacancies matching the licensure areas for excessed teachers that are remaining unfilled or newly vacated from the transfer process shall be available at the matching session.

~~15.2.18~~ **15.2.16** **Permanent Filling of Positions:** All vacancies filled from the start of the transfer process through the end of first semester shall be considered permanently filled.

~~15.2.19~~ **15.2.17** **Seniority for Reassignment:** Only seniority earned within the teacher bargaining unit shall apply for the purpose of reassignment and transfer.

~~15.2.20~~ **15.2.18** **Disputes and Grievances:** Any dispute shall be first submitted to mediation before arbitration is requested, pursuant to Article 15, Transfer, Reassignment, & Recall. Any grievance submitted to arbitration, if sustained, shall be prospective in application only for the school year subsequent to the school year following the transfer session.

15.3 Internal/Within Building Reassignment, Mediation:

15.3.1 Reassignment by Administrator: Teachers can be reassigned by the site administrator within the building. Such assignment shall be made in accordance with categorical and general staff allocations, policies, rules and administrative regulations of the school district and any collective bargaining agreements which the School Board has entered into. Staff assignments are subject to the approval of the appropriate superintendent.

15.3.2 Timing of Reassignments: In order to support the teacher's need to plan for the upcoming year, prior to any internal reassignment of teachers to a different grade level, position, or licensure area, it is recommended that reassignments occur prior to or concurrent with the regular I&S cycle wherever possible. It is further recommended that reassignments occur as early as possible to allow for adjustments to planning and/or teacher training prior to the start of the following school year.

15.3.3 Professional Conversation: Prior to any internal reassignment of teachers, including teachers who have just transferred into the site, the teacher and the site administrator shall seek mutual understanding and agreement by having a professional conversation regarding the teacher's assignment within the site. This conversation will be documented by both parties.

- a. **Request for Reassignment Reasons:** Upon written request of the teacher, the site administrator shall provide written notification of educational reasons for the teacher's internal reassignment within three (3) duty days of receiving the request from the teacher.

15.3.4 Appeal Procedures

- a. **Appeal and Internal Mediation:** If the teacher feels that the site administrator's decision does not support the best interests of students, the teacher shall have the right to appeal the reassignment through an in-district mediation process conducted or arranged by the Minneapolis Federation of Teachers and the Principals' Forum. Teachers wishing to request mediation will notify the administrator and MFT within three (3) duty days of receiving the educational reasons in writing from the administrator.
- b. **Appeal to Associate Superintendent:** If an understanding or agreement is not reached through the internal mediation process as described above, the teacher shall have three (3) duty days to appeal the issue in writing to the appropriate Associate Superintendent.
- c. **Decision of the Associate Superintendent:** The Associate Superintendent will render a decision in writing within three (3) duty days of receiving the teacher's appeal.
- d. **Current Assignment Pending Decision:** The teacher's current assignment will be held (i.e., not filled) until the teacher receives the determination in writing from the Associate Superintendent.

15.4 General Rules for the Transfer Process

15.4.1 Vacancies from Budget Tie-Out: All vacancies generated through the budget tie out process will be posted in the spring. This includes newly created positions and vacancies generated as a result of retirements, resignations or reassignments. Interested teachers holding the required license and certification shall sign up and may be selected for an interview for a position.

15.4.2 Vacancies Resulting from Separations: A vacancy created as a result of retirement, resignation or reassignment shall not be filled until it has been vacated.

15.4.3 Retention of Position, Unlimited Signup: Teachers choosing to participate in the transfer process shall retain their position until they claim a different position. Interviewing shall not constitute claiming a position. Teachers may sign up for and interview for an unlimited number positions for which they are licensed.

15.4.4 Leave of Absence - Right to Return: Teachers on leaves of absence for a period of less than one (1) year have the right to return to a position at their school or site, not necessarily to the same position. Leaves of absence provisions as outlined in Article 11, Leaves of Absence.

15.4.5 Site Canvassing: Teachers at the site are canvassed for interest in reassignment to any vacancy at the site; principal may select a site teacher.

15.4.6 Permanent Filling of Positions: All vacancies filled from the start of the transfer process through the end of first semester shall be considered permanently filled.

15.4.7 Valid License Required: Teachers must hold the proper license(s) listed for the position in order to be eligible to apply for that position. Once the I&S process begins, all licensed staff seeking a new position must go online and apply for specific positions at designated sites. Licensed staff must hold the appropriate valid license through the school year for which they are applying in order to be considered for positions. Teachers shall submit a resume using the standard resume format when applying for positions.

~~**15.4.8 Interview and Select Rounds:** Transfers shall take place over two I&S transfer rounds. *Note: one move will be permitted over the two rounds of~~

I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)

~~15.4.9~~**15.4.8 Scheduling:** The schedule for postings, interviews and transfers to occur will be reviewed at contract administration.

~~15.4.10~~**15.4.9 Notification of Openings:** All licensed staff will be notified of the opening of ~~each transfer~~ the interview round via email.

~~15.4.11~~**15.4.10 Number of Positions & Moves Allowed:** Teachers may seek an interview for any number of positions each during the interview round. ~~and participate in all rounds and may move twice if desired. *Note: one move will be permitted over the two rounds of I&S, per the "Streamlined Interview & Select Process" MOA. (Also see MOA in Section IV. of this Agreement)~~

~~15.4.12~~**15.4.11 Posting Requirements:** District-wide postings include a specific job description including grade level for potential applicants to access.

~~15.4.13~~**15.4.12 Online Posting System:** Candidates shall go online to upload their resume and sign up for interviews for positions by the designated time.

~~15.4.14~~**15.4.13 Seniority:** Candidates will be able to view their seniority order ranking online in the I&S system within the applicant pool for any posting.

~~15.4.15~~**15.4.14 Scheduling of Interviews:** A defined interview period will be designated for each I&S cycle. Interviews will be scheduled at the site at which the position is open.

~~15.4.16~~**15.4.15 Teachers on PSP – Voluntary Excessing:** Teachers on PSP may request to voluntarily excess themselves if there is a staff reduction. Requests shall be forwarded to contract administration for case by case determination.

~~15.4.17~~**15.4.16 Round One Offers:** All I&S interview round ~~one and two~~ offers will be held until a designated time. On that date, offers will be emailed from the posting system informing the number one (1) candidate of the job offer.

~~15.4.18~~**15.4.17 Excessed Teachers:** All excessed teachers shall participate in the transfer process if there are positions posted for which they are appropriately licensed and qualified.

~~15.4.19~~**15.4.18 Interviews:**

~~15.4.19.A~~**15.4.18.A Site Interview Team Pool:** The principal and union steward will work together to solicit staff volunteers to establish a site interview pool. All new staff and administrators who are part of the interview pool shall participate in the required Division of Human Resources training session. Updated interview policies/information will be available online to staff who have previously been trained to conduct interviews. It is strongly encouraged that at least one member of the interview team is a staff from the licensure/subject area in which the vacancy is being filled. Each site interview team shall include at least one administrator and two teachers from the interview pool and will be selected by the principal. The interview questions and rubric shall align with the job posting.

~~15.4.19.B~~**15.4.18.B Interview Pool Makeup:** interview pool for each position will include up to eight (8) ~~the top four (4) senior applicants and four (4) other~~ applicants to be selected by the site interview team, based on the alignment of the candidates' experience and credentials with the requirements of the position.

~~15.4.19.C~~**15.4.18.C Confirmation or Declination Required:** When teachers are invited to interview for a position, they must confirm or decline their intent to participate in the interview process. No response within the specified time in the posting will be considered a decline.

~~15.4.19.D~~**15.4.18.D** **Interview Questions and Assessment Rubric:** Interview teams will develop questions that are aligned with the job posting and shall use a standard rubric to assess all candidates. The team will complete a written form for each candidate interviewed, summarizing their strengths and areas of growth.

~~15.4.19.E~~**15.4.18.E** **Criteria for Interview Selection:** In order to interview for vacancies, teachers shall:

1. be under contract for the following school year;
2. be cleared to return from medical leave and other leaves prior to the notification deadline date as indicated in Article 11, Leaves;
3. have the requisite license(s) or appropriate documentation in lieu of the license indicating the acquisition of the license(s) that are current and valid as of July 1 for the upcoming school year. Copies of said license(s) or appropriate documentation shall be on file in the Division of Human Resources prior to the I&S sessions. Licenses that lapse as of the July 1 date shall not be valid.

Teachers who are in the process of completing a course of study that will lead to an additional license before the start of the school year shall have evidence on file in the Division of Human Resources in the additional area if they intend to use the license during the interview process. Approval to use this additional license during the transfer process is at the discretion of the Division of Human Resources.

~~15.4.19.F~~**15.4.18.F** **Professional Treatment:** Teachers interviewing for available positions in the district shall be treated in a professional and respectful manner. If teachers feel that this has not occurred, they should confer with their union representative who will contact the Division of Human Resources to determine if an intervention is indicated.

~~15.4.20~~**15.4.19** **Sharing of Information:** It is extremely valuable for teachers and schools to receive and share critical information about the other in order to facilitate the best match of teachers with programs. Each teacher and school may find it beneficial to develop and share a portfolio of unique characteristics and qualities. This information can be shared before and throughout the teacher placement process. The school information should be available and distributed prior to and at the interview sessions.

~~15.4.20.A~~**15.4.19.A** A professional portfolio for teachers might include:

- a) a copy of the most recent PDP;
- b) a copy of current teaching license(s) or application for licensure;
- c) a resume showing professional work history;
- d) a statement of professional philosophy;
- e) letters of reference and recommendations from peers and supervisors specifically focusing on past professional duties and skills;
- f) student and parent letters and other feedback information;
- g) examples of student work when available;
- h) action research projects;
- i) learning models trained or proficient in;
- j) individually developed materials that reflect the teacher's strengths and qualities.

~~15.4.20.B~~**15.4.19.B** The school or program profile may include:

- a) roles and job descriptions for the vacancies at the school;
- b) philosophy of the program;
- c) content and expectations for the interviews;
- d) curriculum used in the program;
- e) language proficiency;

- f) training emphasis of the program;
- g) learning models;
- h) short and long-range goals for the school (School Improvement Plan);
- i) other documentation showing the site's philosophy and climate, e.g., SIR, QPI, site behavior plan, etc.;
- j) names and phone numbers of volunteer contact people at the school who agree to be available over the summer to interested teachers for information about the school/program.

~~15.4.21~~**15.4.20** **Site Tour:** All teachers are strongly urged to tour the site and to investigate the program before accepting a position.

~~15.4.22~~**15.4.21** **Decision-Making Process:** Once all of the interviews are conducted, the team will review the results of the interviews. Through a consensus process, the interview team will identify acceptable candidates for the position and may rank its top acceptable candidates in order of priority. If the team is unable to reach consensus, the principal will make the final decision. If the principal is not available for the entire interview process, he/she will delegate their decision making authority to the team.

~~15.4.23~~**15.4.22** **Job Offer:**

~~15.4.23.A~~**15.4.22.A** **Human Resources:** Candidates shall not be informed by the interview team that they have been selected for the position. Only HR can make a job offer. Teachers will be notified by HR and/or the posting system if they are selected for a position.

~~15.4.23.B~~**15.4.22.B** **Notification:** Teachers will receive an email notification from the posting system informing them of the job offer. Teachers will have forty-eight (48) hours to accept or decline the job offer. Teachers shall go online to the posting system and accept or decline the position.

~~15.4.24~~**15.4.23** **Reduction in FTE:** Teachers accepting positions less than their current FTE during the transfer process are subject to the following provisions:

~~15.4.24.A~~**15.4.23.A** Licensed staff seeking a transfer may choose to accept a new position of less than their current FTE, but should be aware that this is considered a voluntary demotion and the district is not obligated to find them more time to bring them back to their current FTE;

~~15.4.24.B~~**15.4.23.B** Licensed staff can continue to seek other positions to add to their current FTE;

~~15.4.24.C~~**15.4.23.C** If a licensed staff is partially excessed from their position and has lost some of their FTE at their current site, they may:

1. Keep their position at the reduced time and seek to add other position(s) to increase their time, or
2. Apply for a different job that brings them back to their previous FTE to replace the reduced one.

~~15.4.24.D~~**15.4.23.D** Excessed licensed staff may select a reduced position without voluntarily demoting and continue to add to their assignment in order to make their assignment whole.

~~15.4.24.E~~**15.4.23.E** If partially excessed staff have not secured their full FTE through the two I&S sessions, they can choose to either keep their partial assignment as a demotion or participate in the matching session.

~~15.4.25~~**15.4.24** **Filling Remaining Vacancies:** All vacancies that were posted and remain vacant after the I&S, matching session, and placement process shall be filled permanently from the District Candidate Pool. ~~In-license areas that have no excessed teachers, vacancies may be filled by external~~

~~candidates after the last round of I&S prior to matching. The District will notify MFT of license areas involved each year after the last round of I&S.~~

~~15.4.26~~ **15.4.25** Definitions: For the purposes of this article,

~~15.4.26.A~~ **15.4.25.A** Site: Sites are considered schools.

~~15.4.26.B~~ **15.4.25.B** Excessed: A teacher is excessed when there is a reduction in staffing at a school or site, when a teacher returns from a leave of absence of one (1) year or more, unless the position was held at the time of the granting of the one year personal leave.

~~15.4.26.C~~ **15.4.25.C** Unassigned: A teacher is unassigned when he or she is newly hired to the district without an identified position.

~~15.4.27~~ **15.4.26** New Program/New Site Status: For the purposes of this article, a program shall be defined as an educational plan designed to meet specific needs of students. Its format is definably different in instructional methods and/or curriculum design, and requires specific skills and/or expectations on the part of the teacher. A program may exist within a school, school-wide or district-wide.

~~15.4.27.A~~ **15.4.26.A** A program shall have **New Program** status for two years in existence in the district. It is not an adoption by an existing school of a program, or an addition of grades to an existing school.

~~15.4.27.B~~ **15.4.26.B** A **New Site** will be defined as a wholly new school that will require a new staff and that is not the reconstitution of any other school or parts of schools.

~~15.4.27.C~~ **15.4.26.C** Determination and extension of New Program and New Site status shall be by agreement of the Labor/Management Placement Committee (The District, Teachers' Union and Principals' Forum).

~~15.4.27.D~~ **15.4.26.D** New Program and New Site status shall be executed prior to and/or concurrent with the regular I&S sessions. Positions unfilled following the final I&S session shall be filled by unassigned, excessed or newly hired teachers.

~~15.4.27.E~~ **15.4.26.E** New Program status shall require teacher commitment to stay with the program for a period of three (3) years. Exceptions may be made by the mutual consent of the teacher and site administrator or through the administrative transfer process. Any teacher who transfers into the program within the first two years of that program will be required to sign a three (3) year commitment form.

~~15.4.28~~ **15.4.27** Change of School Building Assignment: Any teacher required to transfer to a different school building during a school year shall be eligible for one (1) duty day without students to effect such transfer. When an entire building is moved to a new facility during a school year, additional days shall be provided as needed and approved by the Superintendent or designee.

15.5 Placement Rules for Excessed Teachers

15.5.1 Participation in Transfer Process: Teachers excessed or returning from leaves of absence of one (1) year or more ~~shall~~ **must** participate in the transfer process if there are positions posted for which they are appropriately licensed and qualified.

15.5.2 Matching Session: Excessed teachers who are unable to secure a position through the transfer process ~~or did not participate in the transfer process~~ must participate in a matching session. Teachers will only be able to interview for positions in the specific licensure area/department in which they taught the previous year at the ~~m~~ Matching session. If a teacher does not participate in the transfer and matching process they will be granted a one-year unpaid leave of absence and will be eligible to participate in the transfer and matching

process the following year. Such a teacher must comply with the leave return requirements contained in Article XI, Section A.

15.5.3 Placement of Unplaced Teachers: Teachers who participated in but were unable to secure a position during matching session(s) will be placed in a position at the discretion of the Labor/Management Placement Committee.

15.5.4 Other Placement Options: In lieu of being placed in a position the teacher does not want, an excessed teacher may request one of the following options if available:

a. **Reserve Teacher:** be placed as a reserve teacher subject to assignment by the district, with regular pay and benefits appropriate to the teacher's FTE.

Teachers working as reserve teachers shall continue over the summer and during the school year to participate in the interview process until they secure a position.

b. **Mobility Leave:** if eligible, apply for a three-year mobility leave during which the district will pay for the employer and employee TRA contribution. Teachers who elect to return from the leave must repay the District's TRA contribution made on their behalf in full for the term of the mobility leave. This provision is at the district's discretion and subject to a district determined dollar cap.

c. **One-Time Payment for Separation:** receive a one-time payment in return for submitting a non-rescindable retirement or resignation. The payment shall be deposited into a health care savings account. (This is subject to approval from MSRS). This provision is at the district's discretion and subject to a district determined dollar cap.

These options are available at the district's discretion.

15.5.5 Unplaced Teachers: Teachers who are unable to secure a position will be considered excessed during the next staffing cycle and shall participate in the transfer process.

15.6 Rules for Teacher Selection at New Sites and/or Programs:

15.6.1 Vacancy Posting: The Division of Human Resources shall post a list of vacancies for interviews in new sites and programs. The interview dates shall be established by mutual agreement of the Union and the District.

15.6.2 Timing of Status: New program and new site status shall be executed prior to and/or concurrent with the regular I&S cycle. Positions unfilled following the final I&S session shall be filled by unassigned, excessed or newly hired teachers.

15.6.3 Interviews: On the interview dates, teachers shall interview with the principal, supervisor, designee and/or site team.

15.6.4 Not Subject to Grievance Procedure: The filling of vacancies at new sites and/or programs, as determined by the principal and/or site team, shall not be subject to the grievance procedure during the first two years of the new program or site.

15.6.5 Right to Participate in I&S: Teachers who apply for transfer to these new programs and/or sites shall not waive their right to participate in subsequent I&S sessions.

15.6.6 Active Duty, Return from Leave: All teachers on active duty or returning from leaves of absence are eligible to interview.

15.6.7 Mandatory Planning and Training Sessions: Teachers who apply for and are selected for vacancies in the new programs and/or sites are required to participate in in-service planning and training sessions.

15.7 Alternative Staffing for Special Education:

15.7.1 Interview & Select Process: EBD Special Education programs that are considered Federal Setting 3 and 4 (e.g., Harrison, SPEN, SPAN, and CHEER) shall staff their programs using an interview and select process.

15.7.2 Posting, Interviews, and Training: Openings for these programs will be advertised internally with information sessions made available regarding these positions along with an opportunity to sign up for interviews. These interview committees will include teacher representation from the EBD program. Individuals selected for these positions will attend a minimum of 30 hours specialized training (staff development rate of pay) outside the normal school year.

15.7.3 Alternative Staffing Process: Special Education Citywide Programs/sites may apply for participation in an alternative staffing process which would be approved/denied through contract administration meetings between the Division of Human Resources and the Minneapolis Federation of Teachers.

15.7.4 Staffing Guidelines: The following are guidelines that should inform the staffing conversations between the Division of Human Resources, the Minneapolis Federation of Teachers, and the Special Education Program.

- a. Interview and select for positions.
- b. Extended time for training and professional development.
- c. Teacher commitment to stay with the program for a defined period of time.
- d. Site request to trade positions between a regular education teacher licensed in special education and a special education teacher licensed in regular education for a defined period of time.

15.7.5 Non-Guarantee of Approval: Each program/site will not be guaranteed approval or access to all options. The application process for sites requesting a redesign for staffing would be required to include the support of the Special Education Department and those teachers at the site who would be impacted. Special Education programs/sites will have the opportunity to propose recommendations to the committee, which may include but are not limited to those listed above.

15.8 Staff Adjustment and Placement

15.8.1 Enrollment Adjustment Staffing Changes: Positions created as a result of enrollment changes on the adjustment day shall be filled in seniority order by teachers who were excessed on enrollment adjustment day or by previously excessed teachers working as reserve teachers. These positions will be filled at a time and place mutually agreeable to the Union and the District. Teachers excessed due to enrollment adjustments will meet with the principals and/or other staff members of the schools that have the vacancies in an informational session regarding the specifics of each of the programs. Any remaining vacancies from the enrollment adjustment staffing process shall be filled permanently unless filled after the last day of the first semester. All teachers filling vacated positions after first semester shall be excessed at budget tie-out.

15.8.2 Vacancies Resulting fFrom Separation: Vacancies created at a site as a result of resignation/retirement of teachers after the last day of the first

semester shall be posted during the first I&S session, unless the position is filled internally within the site. The internally-vacated position shall be posted unless there is a reduction in positions at the site.

15.8.3 Exceptions: Exceptions from the procedures outlined in this Section may occur only with the approval of the Labor/Management Placement Committee.

15.9 Reassignment of Teachers Elementary and Secondary:

15.9.1 Closing, Moving, and Merging of buildings or programs.

Seniority Order: In grade reorganization or boundary change teachers will be retained in a school unit or reassigned according to seniority rank.

- a. **Merging of Faculties:** In the case of a combination of all or part of faculties from two (2) or more schools merging, the faculties of those schools shall be considered as one (1) in establishing seniority rank.
- b. **School Closing:** In the case of a school being closed, the staffs shall be excessed and will participate in the transfer process.
- c. **Movement of School or Department:** In the case of an entire school or program being moved to another location, teachers shall move in seniority order with the program.
- d. **Layoffs – Seniority:** In the case of any site or program being designated as closing, moving or merging, district-wide seniority shall continue to be the only basis for determining the number of teachers who must be laid off due to staff reductions.

15.9.2 Staff reduction.

- a. **Canvassing for Reassignment:** When it is necessary to reduce the number of teachers in a building beyond normal attrition for that building, those teachers in the department to be reduced shall, by seniority order, be canvassed to determine if they desire reassignment to a new position.
- b. **Teachers on PSP – Voluntary Excessing:** Teachers on PSP may request to voluntarily excess themselves if there is a staff reduction. Requests shall be forwarded to contract administration for case by case determination.
- c. **Administration Approval:** Teachers requesting reassignment pursuant to 15.9.2 of this article, must have the approval of the principal, supervisor or designee. Should the principal, supervisor or designee deny the request for reassignment, she/he must state in writing within five (5) days the specific educational reasons for the denial.
- d. **Involuntary Reassignment:** Failing to secure the required reduction by the method described in Section 15.9.2 of this article, the reduction shall be accomplished by designating for reassignment the least senior teachers in the department.
- e. **Department – Definition:** In secondary school units, department shall mean subject matter areas (Also see 15.9.6).
- f. For reassignment purposes, exceptions to 15.9.2 of this article may be made by the appropriate Superintendent or administrator. The teacher seeking an exception shall initiate with the appropriate Superintendent or administrator a request in writing for the exception. In the event an exception is not approved the teacher shall be provided with a written

communication from the appropriate Superintendent or administrator giving the reasons for the non-approval.

15.9.3 Reduction of Sstaff at a pProgram.

- a. For the purposes of excessing, teachers who teach exclusively in one (1) program shall be excessed from the program pursuant to 15.9.2 of this article.

15.9.4 Part-time aAssignments. Change to less than full-time assignment does not affect a teacher's seniority.

15.9.5 Position Responsibility. Once an assignment is accepted by an individual, that person shall be expected to function according to the needs of that assignment.

15.9.6 Multiple Assignments. An individual licensed and teaching in more than one secondary department at any individual site may use system seniority to hold current positions at their current FTE levels in each department.

15.9.7 Non-Realignment: Teachers will not be realigned as a result of reduction in force.

15.9.8 Exceptions.

- a. **High Need Areas:** An exception to this transfer procedure may be made in filling high need area positions as defined by contract administration. All other exceptions to this transfer procedure may be made to meet a legal requirement or to satisfy staff diversity.
- b. **Administrative Transfer:** The District and the Union recognize that administrative transfers of teachers between schools or programs may on rare occasion be necessary to meet the District's operational needs and the best interests of students, school/program, and affected teacher(s). The principal, supervisor, or union may recommend a transfer to the Division of Human Resources (HR). HR will meet and confer with the Union prior to any possible transfers. The Division will review the transfer request and make a determination.

Dispute Mediation: If the Union disagrees with HR's determination, the parties will jointly request mediation through the Bureau of Mediation Services. If the parties are unable to resolve the dispute in mediation, the Union may request arbitration.

15.9.9 Programs aAnd Classrooms Moved Intact.

- a. **Teacher Choice:** Teachers who teach entirely in the program and/or classroom that is moved intact may move with the program, or may choose to remain at their original site. If there is a reduction in staff at the original site, the process in Section 15.9.2 of this article shall be followed.
- b. **Split Assignments:** Teachers who have a split assignment between two (2) programs housed at the same site with one (1) principal when one (1) program remains and the other is moved intact, shall have the right to claim a 1.0 vacancy at either site by order of seniority unless tenured to less than 1.0. If no 1.0 vacancy exists, or a position equal to what they are tenured, Section 15.9.2 of this article shall apply.
- c. **Filling of Vacancies:** Vacancies that may occur as a result of classrooms and/or programs that are moved may be posted and filled as part of the new site beginning with the regular I&S session, or may be filled by reassignment.

15.9.10 Bilingual and Dual Language Programs.

- a. **Elementary:** Elementary bilingual teachers shall be licensed elementary teachers. Teachers who wish to transfer into vacancies in elementary bilingual or dual language programs must provide evidence of a bilingual license or a rating of Advanced or Superior on the ACTFL.
 - 1. **Consideration as a Department:** Elementary teachers who have met the eligibility requirement in the paragraph above and who teach in an elementary bilingual or dual language program shall be considered a department for the purpose of excessing.
- b. **Secondary:** Middle School and High School bilingual teachers shall be licensed in a specified area as well as a bilingual license or rating of Advanced or Superior on the ACTFL.
 - 2. **Consideration as a Department:** Secondary teachers who have met the eligibility requirement in the paragraph above and who teach in a secondary bilingual or dual language program shall be considered a department for the purpose of excessing.

15.9.11 Gifted and Talented. Teachers who wish to fill vacancies occurring in the District's programs for Gifted and Talented students shall apply through the transfer process. Teachers who are excessed or who are returning from a leave of absence of one (1) year or more do not have the automatic right to claim vacancies in the Gifted and Talented Program.

15.9.12 Shared Positions. Teachers, including those returning from leaves of absence, may share positions, provided they obtain the prior approval of the appropriate principal, supervisor or designee, and notification to the Division of Human Resources is made pursuant to the provisions defined in Article 14, Job Share Procedures. Timelines for application shall be consistent with the deadlines as defined in Article 14, Job Share Procedures. Any alleged violation of the policy on job share procedures is not subject to grievance arbitration.

15.9.13 Special Education Citywide Related Services:

- a. **Caseload Adjustments:** Teachers with caseloads who are assigned city-wide (adapted physical education, speech and language, occupational therapy, physical therapy, audiology, nursing, psychology, may have their caseload adjusted with consultation during the school year, depending on IEP requirements and city-wide distribution of students.
- b. **Posting and Filling of Vacancies:** The following special education departments will internally post vacancies for its staff to indicate interest through a polling process: Speech-Language, Occupational and Physical Therapy, School Psychology, Nursing, and Audiology. In each department, partial positions will be bundled as needed. Lead staff in these departments will make placements following seniority while taking into consideration polled preferences, individual expertise, and other factors that support a positive match between the site and the teacher.

15.9.14 Citywide Programs Including Special Education ~~a~~And High-Five:

- a. **Non-Impact of Reductions within a Building:** Teaching staff assigned to citywide programs are not considered part of the overall building seniority. As a result, citywide program staff are not impacted by reductions that take place with building positions.

Citywide programs include:

1. High-Five
 2. Autism
 3. D/HH (Licensed Teacher of Deaf/Hard of Hearing)
 4. ECSE (Early Childhood Special Education)
 5. Hospital Agencies
 6. Federal Setting IV EBD (Harrison, Crosstown, River Bend)
 7. Life Skills
 8. DCD (Developmental Cognitive Disability)
 9. CLASS, K12 (Coordinated Learning for Academic and Social Success)
 10. POHI (Physical and Other Health Impairments)
 11. SPAN (Special Programs Adolescent Needs, Secondary)
 12. SPEN (Special Programs Elementary Needs)
- b. **Vacant Citywide Positions within a Building:** Reassignment of staff cannot take place from citywide program to building program and vice-versa. The exception to this is buildings may elect to fill vacant citywide program School Social Worker positions with existing site School Social Workers upon mutual agreement.
- c. **Program Movement to Another Site:** When a citywide program is relocated to another site, it is considered to move intact. The staff who work with the program move with the program.
1. **Exception – Social Workers:** The exception to this is School Social Workers. If a Citywide program is moved or closed, School Social Workers may move into open SSW positions in their current building with the consent of the building administrator and the School Social Worker. The School Social Worker may also elect to be excessed and participate in the transfer process. If no School Social Worker open position exists at that site, the school social worker will be excessed and shall participate in the transfer process.
- d. **Movement of Classrooms.** A citywide program may have one or more classrooms at a given site. If all classrooms move to one site or if one or more classrooms move to multiple sites, the program is still considered to be moving intact if the staff and students follow the program.
- e. **Part-Time Teachers:** Teachers who work part time in a citywide program and part time in a building position at the same location have the right to claim a vacancy at the site or with the citywide program by order of seniority, if the program moves. They belong to both programs and have a choice of where they wish to go.
- f. **Assignment of Citywide Staff:** Citywide special education related services staff (including Audiology, D/APE, Nursing, Occupational and Physical Therapy, Psychology, and Speech-Language) are assigned to sites by the Special Education Department based on IEP requirements and citywide distribution of students with IEPs and are considered citywide programs in and of themselves.

15.9.15 Teachers Wwith Multiple Assignments:

- a. **Reduction or Increase in Assignment:** Teachers who are assigned to one (1) or more schools and who have their assignment at one (1) or more of the schools reduced or increased have the right to:

1. retain the portion or portions of their position resulting in a reduction and voluntarily demote,
 2. retain the portion or portions of the position resulting in a reduction and accept excessed status for the reduction, or
 3. accept excessed status for their entire position pursuant to Section 15.9.2 of this article
- b. **Reduction in Assignment:** When an assignment is reduced, the teacher has the right to:
1. voluntarily demote and retain the position or
 2. gain excessed status pursuant to Section 15.9.2 of this article, or
 3. retain the remaining portion of the position as partially-excessed.
- c. **Timing of Decision:** Teachers must indicate their selection prior to the ~~first~~ teacher I&S session.
- d. **Reduction in Salary:** If the teacher elects a demotion, the salary will be reduced accordingly.
- e. **Retention of Status:** Teachers may retain their partially excessed status until they secure a position through the transfer process, or may elect to participate as fully excessed.

15.9.16 Teachers on Special Assignment:

- a. **Timing of Appointment:**
1. **Prior to Beginning of School Year:** Whenever possible, TOSA positions will be appointed prior to the beginning of the school year. Exceptions to this schedule may be made with the approval of the appropriate Associate Superintendent or Executive Director in consultation with the Division of Human Resources.
 2. **Other Options:** The appointment of TOSAs will occur at natural breaks in the school year or at a time mutually agreed to by all parties involved. The transfer may be delayed until a successor can be found for the position being vacated.
- b. **Eligibility for Other Positions:** TOSAs will be eligible for other TOSA positions posted during, or subsequent to their present assignment.
- c. **Reposted Positions:** When TOSA positions are reposted in accordance with the rotation policy, the positions will be open to all qualified applicants, including the persons who most recently held the position.
- d. **Additional Information Sources:** Also refer to Article 5. Professional Development, Section 5.14.3.M: Site Teachers on Special Assignment (TOSA), and Section 5.14.3.N: District Teachers on Special Assignment (TOSA).

15.10 Exemption from Layoff for Designated Programs and Staff:

15.10.1 Exemption from Layoff: Teachers working in the following programs may be exempted from district-wide layoff outside of seniority order to ensure continuity of instruction to students at these sites based on the difficulty in filling vacancies at these sites with staff who are appropriately licensed, certified and bi-literate in the appropriate language:

- a. Autism
- b. Montessori

- c. Immersion
- d. Native and Heritage language literacy programs as identified at contract administration
- e. **Grow your Own Program:** Teachers who are graduates from the District's Grow Your Own programs may be exempted from District-wide layoff outside of seniority order to ensure the District and the Union's commitment to grow our own staff.

15.10.2 Recall Procedure:

15.10.3 Excessed: Teachers on a continuing contract who are excessed at budget tie-out have the right of recall to a position at their site in the area in which they were excessed if a position reopens after the budget tie-out process.

15.10.3.A Licensure: Teachers must have the required license for the position that reopens.

15.10.3.B Time Limit: This right of recall shall extend through the end of July following the most recent school year.

15.10.4 Separation: Teachers who have been discharged because of lack of pupils and discontinuance of position and who retain rights to be recalled according to the Teacher Tenure Act MN Statute §122A.41 shall receive first consideration for other positions in the District for which they are qualified.

15.10.5 Notification of Opening: The Board of Education shall notify such teachers of the availability of a position by first calling the teacher who will have until the end of the next business day to accept or decline the recall. If the teacher is not reached by phone, a certified letter addressed to the teacher's last known address will be sent offering the recall. Such notifications shall be sent to teachers in order of their seniority in the department from which they were discharged.

15.10.6 Acceptance of Position: Within seven (7) days of the date of postmark of such notice, the teacher shall notify the Division of Human Resources of their intent to accept the offered position. No extension of time for recall shall be granted.

15.10.7 Termination of Recall Rights: All rights of recall shall terminate upon the earlier of:

- a. a refusal to accept an offer of a position equivalent in FTE to that held at the time of layoff;
- b. failure to respond within seven (7) days of postmark of a notice of recall or within 24 hours after being reached by phone;
- c. twenty-four (24) calendar months following the first duty day of the school year following the date of discharge.

15.10.8 Retention of Seniority and Other Rights: Teachers recalled to duty shall retain their seniority numbers, accumulated sick leave, salary schedule placement rights, and all other rights covered by this Agreement.