

ARTICLE THREE
DEFINITIONS

The following terms and corresponding definitions shall be used throughout this contract:

- I. **Memorandum of Understanding (MOU):** When situations arise to amend or modify contract language concerning terms and conditions of employment, the BTU has a right to enter into any ~~Memorandum of Understanding (MOU)~~. BTU is specifically authorized by bargaining unit employees to enter into a MOU that clarifies or amends contract language, without having to be ratified by bargaining unit members. Any MOU that constitutes an amendment to this Agreement will be incorporated in and made a part of this Agreement.

ARTICLE TWENTY-FIVE REASSIGNMENT & TRANSFER

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, School Social Workers and other such employees who are assigned to school/center, a transfer is defined as a change in the school/center.

Reassignment as defined in Article Twenty-Five, Section 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 District 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 complete the District Online Transfer Request Form, print, and submit a copy to file a written statement with their principal. ~~of such desire on such form as set forth in 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 & Equity 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 vacancy posting will be available via the District's on-line application/recruitment

~~system. the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication~~ The vacancy posting will include 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 five (5) ~~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.

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 & Equity shall provide access of all transfer requests to locations. ~~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. Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school year. ~~Hardships may continue to be selected, 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 twenty (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 District 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 District determined vacancy at one (1) of the ten (10) schools the employee selects on their Online Transfer Request Form and applies to the specific school via the District's online application system. ~~Hardships do not need to be considered, 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 on their Online Transfer Request Form and applies for the specific school via the District's online application system. The employee will be considered 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.~~ Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school 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 percent (10%) (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 percent (10%) 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 (1) 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, Section 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:

ESE, Elementary	=1
Middle	=2
Technical Colleges 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 Twenty-Five, Section D, 5.
- g. Guaranteed 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 ~~District 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 (2) 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. ~~B~~become retrained and add a new area to his/her certification by taking a bachelor's level Florida Subject Area exam. ~~critical shortage sabbatical leave.~~

2. **Reduction By Seniority / (Elimination of Position(s)):** When a reduction in the number of employees within a location is necessary, the reduction will occur by subject area/program. Teachers are grouped by contract and the least senior teacher will be identified. ~~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 (2) 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.~~

~~3.4.~~ **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.

~~4.3.~~ **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 District declared employee job vacancies. Also, said e~~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. The employee shall review the list of vacancies that are available on the District's on-line application system. 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 District 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, Section 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 5 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.