

**Memorandum Of Understanding
between the
Poway Unified School District
and the
Poway Federation Of Teachers
Transfer/Involuntary Transfer
2011/12 through 2014/15 School Years**

1. The Federation and the District have joint interests in providing sites and unit members with a clear, predictable staffing process that will honor requests for transfers from probationary and permanent teachers while having as a first priority the assignment of unit members who need to be placed following reemployment from lay off and secondarily those will be affected by an overstaffed situation. Additionally, it is recognized that state funding projections have a significant impact on district staffing allocations, and these impacts create unique, unpredictable and significant constraints on school staffing. To meet these interests, the Federation and the District agree to implement the following Voluntary and Involuntary Transfer process for the staffing for the 2011/12 through 2014/15 school years.
2. The parties agree to form a Joint Staffing Team composed of an Associate Superintendent, PSS; the Associate Superintendent of LSS; the Federation President; and one other Federation officer to jointly oversee the successful implementation of this process. In all cases where the Joint Staffing Team is unable to reach consensus, the final responsibility for the decision is that of the Associate Superintendent of Personnel Support Services (PSS).
3. Beginning in March, the Joint Staffing Team will review/monitor the Initial Staffing Report for each site that will include the current staffing and the projected staffing of temporary, probationary, and permanent teachers and the anticipated staffing allocations as affected by budget projections.
4. Following the response deadline for the “second” letter sent to teachers on leave, and the initial drafts of secondary master schedules, (on or about May 15th) the Associate Superintendent of PSS will notify school sites that the school/department may be preliminarily overstaffed. This early notification shall not be considered notification of overstaffing for other purposes of this memorandum of understanding.
5. The Associate Superintendent of PSS will notify formally via email any school or department that is determined to be “officially” overstaffed on or before the Friday following the last teacher workday. This date does not preclude subsequent overstaffing, prior to the following school year. When a school or department is officially overstaffed the Involuntary Transfer Process (see #s 11 – 20 below) will be followed.
6. Any unit member from an officially overstaffed school, who volunteers for a transfer, will be given first consideration for all possible teaching assignments in the District. Consistent with the provisions of #8 below, first consideration is defined as priority placement for open positions before other voluntary transfers. “Prior to finalization of transfer decisions, the Joint Staffing Team will review and authorize the approval or denial of related transfers.”
7. After unit members needing to be placed (e.g. returning from leave) and unit members from officially overstaffed schools have been assigned, staffing openings for regular openings and for new school/programs and special circumstances will be opened for voluntary transfers at date(s) determined by the Joint Staffing Team. If there is a teacher on the reemployment list qualified to teach the open position, the principal may choose from either the voluntary transfers or the first person on the reemployment list for that credential area, consistent with the provisions of California Education Code reemployment provisions. It is recognized that the impact of state and district budget constraints may have a significant impact on the allocation of teacher staffing and as a result, some teachings position

openings will be filled consistent with # 2 above.

8. After the reemployment list in a credential area has been exhausted and a teacher who has been assigned to a different credential area within the scope of layoff per California Education Code and who has applied for assignment within their school or transfer to another school to a position within their original credential area, they shall be given "first consideration" for that assignment or transfer.
9. Beginning with the dates determined by the Joint Staffing Team (#2 above) and continuing until five days following the posting, probationary and permanent teachers may request a transfer to any school or teaching assignment in the District by filing a Request for Transfer form (P-89). Temporary teachers with an offer of employment for the following year may also request a transfer. Teachers must specify their choice of schools and assignments on the form. Teachers may amend their choices of schools at any time by notifying Personnel Support Services and will be responsible for including a summer address and phone number where they can be reached during the break. Should there be any new or vacant position at a school, the principal shall request from the District all teachers on the transfer list that requested a transfer to that school. Any teacher requesting a transfer to that school will be given the opportunity to interview for that opening by being contacted by mail or phone.
10. Additionally, until two weeks prior to the start of the student calendar, the District shall electronically post on PUSD Intranet any vacant positions eligible for transfer as they occur. Teachers will have up to five days from this notification to submit a request for transfer to that position. Any teacher requesting a transfer to that school will be given the opportunity to interview for that opening by being contacted by mail or phone.
11. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.

Involuntary Transfer Process:

12. The Federation and the District recognize that sites that are overstaffed must be able to meet the curricular and extra/co-curricular requirements that promote student learning and that the continuity of critical programs that meet student needs and student learning must be maintained. The Joint Staffing Team will agree upon an identified list of teachers that may be involuntarily transferred from each overstaffed site based upon the recommendation of the principal and the following criteria:
 - 1 Teaching Credentials
 - 2 Teaching Experience
 - 3 Related course work, including major and minor degrees
 - 4 Special job-related skills or talents that demonstrate the ability to meet critical curricular and program needs of the site
 - 5 Individual unit members with significant personal or medical conditions
 - 6 Individuals intending to separate, either by resignation or retirement, from the District after at the close of the upcoming year.
13. Consistent with the provision of #12 above, the criteria will be applied to all probationary and permanent staff members in order to create the list of teachers eligible by the criteria to be involuntarily transferred. Unit members will be involuntarily transferred in order of reverse District seniority into assignments meeting the credentialed teaching ability of the teacher being transferred and the teaching background required to successfully meet the needs of the assignment as described in #12 above. Final responsibility for deciding the involuntarily transferred teacher(s) is that of the Associate Superintendent of PSS.
14. As provided by #6 above, involuntarily transferred teachers will be given first consideration for all possible transfer assignments in the District and will have two workdays paid at the non-contract daily

rate as submitted on a timesheet. The District and the school site will coordinate with the teacher to facilitate the process of moving the teacher's materials.

15. If a teacher is not accepted for a transfer, the teacher may, in writing, request the reason for the decision. The teacher shall indicate whether or not he/she wants the reasons stated in writing, in a personal conference or in a personal conference with a representative present. The District's representative shall have the option to respond in writing rather than a personal conference. The response will identify the criteria upon which the selection was denied.
16. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the current assignment. Written notification to the current principal for a transfer is required. Principal recommendation not required. The Request for Transfer form (P-89) shall be submitted directly to the Personnel Office, following written notification to the current principal.
17. Districtwide seniority is defined as the total number of years in probationary or permanent status in the District.
18. No portion of this Memorandum of Understanding limits the Reassignment section of the Collective Bargaining Agreement.
19. Teachers will be involuntarily transferred only once in the PUSD career unless no other options exist.
20. Teachers who are involuntarily transferred will be given the option to return to the original school if a opening at their original school occurs before five days from the teachers' report date.

For the Federation



Signature

06.07.12

Date

For the District



Signature

6/12/12

Date