

Internal transfers and right of assignment via an interview and select process

Sample Contract Language

Note: the language excerpted below is a different transfer process used in districts around the country and in Minneapolis that allows internal vacancies to be filled via transfer following an interview process where district-teacher teams interview staff and make placements based on the interviews before external postings are used to fill vacancies.

Minneapolis Federation of Teachers

ARTICLE XV. TRANSFER, REASSIGNMENT AND RECALL

Preamble: 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. The District and the Union desire hiring, transfer, and reassignment procedures that:

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

Section A. A summary of the key provisions of the Transfer and Reassignment Procedure:

**** Note: In accordance with the "Streamlined Interview & Select Process" MOA, interviews will take place at a central location and there will be one move permitted during the two rounds of I&S. See MOA in Section II. of this Agreement.*

1. 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 XI, Leaves of Absence.
2. Teachers requesting a transfer and teachers who are excessed and unassigned are not limited to the number of sites with which they may interview.
3. 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. Licensed staff must hold the appropriate valid license through the school year for which they are applying in order to be considered for positions.
4. All excessed teachers shall participate in the transfer process if there are positions posted for which they are appropriately licensed and qualified.
5. Excessed teachers who are in the top four (4) senior applicants or who are selected for an interview must participate in the interview process.
6. The interview pool for each position will include the top four (4) senior applicants and four (4) other applicants to be selected by the site interview team.
7. Once selected for an interview, teachers need to confirm or decline their intent to participate in the interview process.
8. 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.
9. **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 II. of this Agreement)* Teachers will be able to make up to two (2)* moves during the transfer process.
10. 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.

11. 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.
12. 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.
13. Teachers will not be realigned as a result of reduction in force.
14. 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. 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.
16. 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.
17. 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.
18. 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.
19. All vacancies filled from the start of the transfer process through the end of first semester shall be considered permanently filled.
20. Only seniority earned within the teacher bargaining unit shall apply for the purpose of reassignment and transfer.
21. Any dispute shall be first submitted to mediation before arbitration is requested, pursuant to Article XV, 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.

The full process for interview and select can be found in the MFT59 contract.

[Streamlined Interview and select Memorandum of Understanding 2015-17 contract](#)

This Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools, Special District No. 1 (District,) and the Minneapolis Federation of teachers (Union,) to specify certain terms and conditions relating to the Interview & Select staffing process.

WHEREAS, the current collective bargaining agreement between the District and the Union specifies the Interview & Select process; and

WHEREAS, the District and the Union have a shared interest to improve and streamline the Interview & Select process to provide the greatest opportunities for teachers to serve in assignments where they can be successful; and

WHEREAS, the District and the Union have committed to collaborate to create a refined Interview & Select process;

NOW THEREFORE, be it resolved that the parties agree to the following terms:

1. **Implementation of streamlined Interview & Select Process.** The streamlined Interview & Select process initiated by this MOA shall be in effect for the next two (2) staffing cycles, staffing for the 2016-2017, and 2017-2018 school years.
2. **Timeline for streamlined Interview & Select Process.** The parties agree to create a streamlined Interview & Select process with the following components:
 - a. The schedule for postings, interviews and transfers to occur will be reviewed at contract administration. Once finalized, the schedule will be posted online and emailed to staff.
 - b. Within 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.

- c. Approximately five (5) duty days after the positions have been released and teachers have applied for interviews, Round 1 interviews will be conducted in 1 - 2 days at a central location to be determined. Round 1 will only be open to internal candidates with current teaching assignments. No teachers with an early contract shall participate in 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.
- d. 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.
- e. 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.
- f. Approximately five (5) duty days after the conclusion Round 2, the District and the Union will initiate the matching and placement processes as designated in the collective bargaining agreement.

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

4. **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.

5. **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.

6. **All Other Terms and Conditions.** All other terms and conditions of the collective bargaining agreement between the District and the Union relating to Interview & Select shall remain in force.

BE IT FURTHER RESOLVED, that to the extent this MOA is a deviation from the terms of the collective bargaining agreement between the District and the Union, it shall not form the basis for any precedent that may be cited for any grievance concerning any alleged violation of the contract.