

**Montgomery County Education Association**  
**Bargaining Proposal to Montgomery County Public Schools**  
**December 08, 2022**

**Article 26: Involuntary Transfers**

A. **Notification to MCEA**—MCPS will provide MCEA a list of unit members identified for involuntary transfer **based on preliminary enrollment projections** by the third Friday in March. The list of involuntary transfers shall include:

- 1) Subject
- 2) Full Name
- 3) Ethnicity
- 4) Gender
- 5) MCPS Hire Date
- 6) Years of experience
- 7) Total Full Time Equivalent
- 8) Priority Placement Type
- 9) Location Transferring From
- 10) Job Description
- 11) Department
- 12) Certification Subject Area

B. **Procedure** – ~~1.~~ In the case of potential involuntary transfers, prior to issuing assignment:

1. ~~1.)~~ Impacted MCEA bargaining unit members ~~will~~**shall** receive notice of involuntary transfer in writing by the third Friday in March. **The notice shall include:**
  - a) **The steps in the involuntary transfer procedure, including timelines**
  - b) **The name and contact information of their designated Staffing Coordinator**
2. **Impacted unit members shall be** ~~and~~ given the opportunity to search for open positions in MCPS Careers (or its digital equivalent) and can attend a system wide meeting held by OHRD to receive appropriate information.
3. ~~a.)~~ Members will be offered the option of reducing to part-time in order to mitigate the involuntary transfer.

4. ~~b)~~ The Principal shall allow ~~a~~ unit members to voluntarily place themselves on the involuntary transfer list if their transfer mitigates the transfer of another MCEA unit member.
5. ~~e)~~ Unit members ~~will~~**shall** have the opportunity to inform **the designated staffing coordinator in human resources** ~~appropriate administrators regarding~~ **of** their preferences for a new assignment, **including geographic area and specific open positions, prior to the priority placement meeting.**

Commented [C1]: we've reordered this section.

#### C. Factors

1. The principal or supervisor shall consider: a unit member's length of MCPS service **as defined in Article 7 A. 7**, area of certification and experience, and major or minor field of study as significant factors in the involuntary transfer process. Because the parties believe that there are educational benefits for all students to be taught by a diverse staff, the principal will consider diversity in the transfer process. Diversity is defined broadly to include, but is not limited to, gender, race, and ethnicity.
  2. If other significant factors are equal, the principal shall use a unit member's length of MCPS service as the prevailing factor, except for the systemwide effort to promote increased diversity in the workforce. The parties will jointly develop implementation procedures for this systemwide effort
- D. Unit members in split location assignments who are involuntarily transferred out of one of their locations will be asked if they prefer to retain the other part of their assignment. **If the split location assignments add up to a 1.0 allocation, unit members shall have the option** ~~or~~ to be treated as a full-time involuntary transfer. If the preference is to retain the other part(s) of the assignment, the Office of Human Resources will attempt to find an appropriate match. If an appropriate match cannot be found, the employee may be placed in a new full-time position. An employee preferring a new full-time placement is not guaranteed a single location assignment if none is available.
- E. ~~A~~ **In addition to the regular basis of grievances, a** unit member may grieve an involuntary transfer that is alleged to be based on arbitrary, retaliatory, or capricious reasons.
- F. ~~Unit members on the involuntary transfer list may indicate their preference of assignment and geographic area, including specific open positions to MCPS prior to the priority placement meeting.~~
- F. ~~G-~~ When it becomes necessary for a unit member to transfer because of changes in enrollment or program, OHRD will give the transfer of the unit member priority in filling known vacancies.

Commented [C2]: we included this in B - Procedures above.

G. ~~H.~~ **Priority Placements**

1. Placement of unit members on involuntary transfers and returnees from leave will occur at a systemwide meeting scheduled after the close of the voluntary transfer season and prior to July. Meetings will be organized by the current OSSWB structure. MCEA shall appoint at least two (2) representatives to attend each of these meetings. Except as noted below, the voluntary transfer process will reopen on June 6.
2. In the event that all involuntary placements cannot be made at the ~~SYSTEMWIDE~~systemwide meeting, placements will continue to be made by OHRD and the ~~OSSWB~~ OFLS, in consultation with MCEA. Appropriate notices of any continuing closed fields will be posted online on MCPS Careers by OHRD. The placement process in such fields shall continue until all such placements are completed.
3. Priority Placements/Assignments of MCEA bargaining unit members on the involuntary transfer list will be complete prior to:
  - a) any change of a part-time member to full-time
  - b) any change of a full-time member to part-time
  - c) assignment of any new hire ~~is assigned~~
4. Involuntarily transferred MCEA bargaining unit members whose initial placement did not meet their preference criteria ~~are encouraged to~~ may participate in the Voluntary Transfer Process.
5. The process for placing involuntary transfers will ensure that novice teachers on the involuntary transfer list are equitably distributed among all schools with vacancies to ensure Title 1, Focus Schools, and/or schools with majority populations of students of color do not receive a disproportionate number of novice teachers.
6. The process for placing involuntary transfers will ensure that educators who have been identified as requiring more assistance through an Improvement Plan, did not meet standard in their most recent formal evaluation, or are currently participating in the PAR Program are not to be involuntarily transferred to a high-impact school.

- H. ~~I.~~ Unit members who are involuntarily transferred will be notified individually by the school principal and given the opportunity to attend a meeting held by the

OSSWB to receive appropriate information. Every effort will be made to notify the unit member of the need for an involuntary transfer prior to the Job Fairs.

- i. ~~J. An article will appear in~~ MCPS Careers **will publish an article in** late in February regarding the procedure used to reassign unit members being involuntarily transferred and returning from leave. Information also will be presented in MCPS Careers regarding the procedure for retirement.
  
- J. ~~K.~~ Involuntary placements will continue, regardless of the availability of the principal.
  
- K. ~~L.~~ Unit members ~~who might need to be~~ **who are** involuntarily transferred will **have the option to** ~~be reassigned~~ **return** to their same position if an appropriate vacancy occurs at a later date. ~~The unit member who has been involuntarily transferred should, however, have the option of determining whether to be reassigned to the original school if an assignment has already been made to another position.~~
  
- L. ~~M.~~ ~~No changes will be made if the vacancy occurs after July 20, unless the two (2) participating community superintendents, principals, and the teacher agree to the change.~~ **Involuntary Transfers After Designated Transfer Season**
  1. **Involuntary transfers of unit members after the designated transfer season are not in the best interest of the school system. Every effort will be made to avoid involuntary transfers after the designated transfer season.**
  2. **In the event enrollment data necessitates the reallocation of unit members, the following procedures shall apply:**
    - a) **Within 24 hours of supervisors being notified, unit members shall be notified via MCPS email and in person. If the decision is made outside of a unit member's work year, additional notification shall be provided via contact information provided on the summer contact form. The notification shall include:**
      - 1) **The steps in the involuntary transfer procedure including timelines**
      - 2) **The name and contact information of their designated Staffing Coordinator**
    - b) **Members shall be offered the option of reducing to part-time, if applicable, in order to mitigate the involuntary transfer.**

Commented [C3]: Struck through language was previously part of 26.L.

- c) The supervisor shall allow unit members from the impacted worksite to elect to be involuntarily transferred to another worksite to mitigate the transfer of another MCEA unit member.
  - d) Unit members shall have the opportunity to inform the designated Staffing Coordinator in human resources of their preferences for a new assignment including geographic area and specific open positions. MCPS shall make every effort to transfer members based on their stated preferences.
  - e) Unit members transferring to a new worksite shall be given three (3) duty days to receive any necessary professional development, to meet with administration at the new worksite, and for planning time to prepare for instruction. One (1) full day of the three (3) days will be an uninterrupted day for individual planning.
  - f) Unit members selected to transfer to new worksites mid-year shall be given ten (10) duty days' notice prior to the start of their new assignment. The transferring unit member may agree with the new worksite supervisor to begin the new assignment in less than 10 (ten) days. The ten (10) duty days shall include the three (3) days referenced in M.2.e.
  - g) Unit members whose involuntary transfers result in split location assignments shall be asked if they prefer to retain the other part of their assignment. If the split location assignments add up to a 1.0 allocation, unit members shall have the option to be treated as a full-time involuntary transfer. If the preference is to retain the other part(s) of the assignment, human resources shall attempt to find an appropriate match. If an appropriate match cannot be found, the employee may be placed in a new full-time position.
3. Impacted unit members shall be compensated up to fourteen (14) hours of compensation at the Tier I rate of pay for time outside of the workday for moving between work locations.
4. Unit members who involuntarily transfer will have a right of first refusal to:
- a) Return to the original assignment at the start of the next school year if there is an available position for them and they wish to do so, and
  - b) Return to their previous position during the duration of this agreement if a need arises at their original school assignment.

5. Unit members who are in their first year, are transferred after transfer season, and are not given the opportunity to return to their original assignment shall be able to participate in the voluntary transfer process for the following school year.
  
6. Unit members in an evaluation year who are transferred to new worksites mid-year shall have their final evaluation completed by their new worksite supervisor. The new worksite supervisor shall coordinate with the original worksite supervisor to share the results of any observations completed prior to the transfer to the new worksite and shall incorporate feedback from the original worksite supervisor in the evaluation.