

**Memorandum of Understanding
By and Between
The Orange County Department of Education and
The Orange County School Educators Association**

This Memorandum of Understanding is entered into by the Orange County Department of Education (“the Department”) and the Orange County School Educators Association (“the Association”) regarding Article 9 of the bargaining unit agreement between said parties.

The parties agree that effective July 1, 2021, the language below shall serve as Article 9, in its entirety, of the bargaining unit agreement and that this MOU shall remain in effect for the duration of the 2021-2022 bargaining unit agreement, which is effective through June 30, 2022. The intent of this MOU is to allow the Department and the Association the opportunity to regularly monitor and assess the effectiveness of the agreed-upon language in order to fully evaluate impact before potentially modifying Article 9 permanently. The parties agree that at the expiration of this MOU, Article 9 reverts to the existing language in the agreement unless mutually agreed otherwise by the Department and the Association.

Effective July 1, 2021, Article 9 shall be implemented as follows:

ARTICLE 9 - TRANSFER/SPECIAL ASSIGNMENT

9.1 It is understood by the parties that any assignment, reassignment, or transfer of unit members shall be based upon the legitimate needs and requirements of the program. As a general practice within the Department, any assignment, reassignment, or transfer shall be accomplished at a professional level, with as much mutual agreement between the member and the site administrator as is possible under the circumstances. Consideration shall be given to preparation time and moving assistance as provided in 9.11.

9.2 Definitions

- 9.2.1 Administrative Area – A designated group of employees or school sites under the direction of a principal or administrator.
- 9.2.2 Assignment – Any position occupied by a unit member.
- 9.2.3 Reassignment – A change in position within the program.
- 9.2.4 Transfer – A change in assignment from one program to another.

9.3 For purposes of this Article, unit members are hired for the program they serve. A program is defined as Special Schools or Alternative Education. Members of the same classification may be assigned and reassigned within the program. Reassignments within the program are not considered transfers.

9.4 Geographic considerations will be given when determining assignments in order to optimize service to students.

9.5 Vacancies may be filled by reassignment. Unit members' current administrative area and interest in a reassignment will be considered when determining assignments. All bargaining unit members must identify their interest for both reassignment and transfer by submitting to Human Resources the Reassignment/Lateral Transfer form in writing.

9.5.1 Human Resources will send a reminder notice to all bargaining unit members by June 15, September 15, December 15, and March 15 to submit the Reassignment/Lateral Transfer form. Notices and forms shall be sent electronically. Reassignment/Lateral transfer forms submitted to Human Resources will become null and void on June 30.

9.6 New positions will be posted by Human Resources for three (3) working days prior to reassignment consideration in order to allow unit members to express interest in the new position. Unit members must submit Reassignment/Transfer form not previously submitted on or before the end of business on the third day.

9.7 The Department will notify the Association of all new positions and vacancies filled within thirty (30) calendar days of a transfer/reassignment that has been made.

9.8 Unit members who have submitted a timely Reassignment/Lateral transfer form to communicate interest in a transfer to another program, or a reassignment to an administrative area other than their own, shall be afforded the opportunity to interview with the principal of the administrative area, should an opening occur, if not previously interviewed by the principal or designee during the school year.

9.9 Reassignment and Transfer Criteria

9.9.1 Unit members shall have first consideration to fill a vacant or new position.

9.9.2 The following shall be considered by the Department when filling positions by reassignment or transfer:

- Expressed interest of the unit member(s) per 9.5.1
- Credential(s) to perform the required services
- Approval of the receiving administrator
- Special experience for a particular assignment
- Training for a particular assignment
- The needs and/or efficiency of the program, including but not limited to consideration of current or pending changes in enrollment, staffing, site structure, and regional instructional needs
- The length and quality of unit member service to the Department, including all information contained in formal evaluations

9.9.3 A unit member will not be reassigned by the Department greater than twenty-five (25) miles from the unit member's current assignment in two consecutive school years. Nothing in this section shall preclude the Department from agreeing to a member request for reassignment in consecutive years.

9.10 Superintendent or Associate Superintendent, Administrative Services Transfer for Special Circumstances: In the event that a situation arises which requires an immediate response and/or is not otherwise covered in this Article, the Superintendent or Associate Superintendent, Administrative Services, or designee may transfer or reassign a unit member to ensure the welfare of the employee(s) or the student(s). Such transfers shall not be for disciplinary reasons nor be arbitrary or capricious. Before the transfer takes place, the Association shall be made aware in writing.

9.11 A unit member who must relocate to another classroom shall be given from one (1) to five (5) working days (as needed) as a transition period at the new assignment during which time they shall not be assigned students.

9.12 Members shall be notified in writing, not less than two weeks in advance of a Department-initiated reassignment or transfer, when possible, to ensure an orderly transfer and transition from one position to another.

9.13 Other than their personal effects and contents of their desk, unit members shall not be required to transport or move the contents of their rooms to a new site or room.

9.14 Staff Rotation - Unit members may initiate an exchange of assignment for part or all of the contract year in other Department schools where they are certified to serve. An exchange in assignment may be made when there is agreement among the involved supervisor(s) and the unit member(s). If, at the conclusion of the exchange period, all parties agree, the exchange of assignment shall become permanent for purposes of this section.

9.15 A unit member shall not be required to forfeit any provision of this Article as a condition for transfer or reassignment.

Department

Association