

# MOU clarifies rights for opening, closing schools, and moving students



Prior to 1979, whenever a school was opened or closed or a grade level or other group of students was moved from one school to another, the teachers in the school(s) losing enrollment had no contractual rights. As a result, they could be relocated to an open position anywhere within the district. Obviously, this process had the potential of creating significant disruption and morale problems.

After several such situations, members asked JCEA to work with the district to bargain language to create a better process — one that would:

1. Identify an objective process to be used to determine which teachers needed to be relocated, and
2. Provide minimum disruption and assistance for displaced teachers who would be “harmed” in the process — those teachers who were dislocated to another school.

Because this required changes in Article 34 Reassignment/Transfer, JCEA and the district agreed to a Memorandum of Understanding (MOU) on July 31, 1979. Since 1979, this memorandum has been the foundation of every agreement involving the movement of students and the relocation of teachers.

## The basic concept

The basic concept of this memo was first incorporated as Appendix 4 into the 1983 Master Agreement. In 2003, it was included in the contract as Article 34-11. It reads:

*“The Association and the District agree that any development or changes in the current procedures for the opening of schools [the 7/31/79 MOU], closing of schools, the movement of teachers when a grade level or other group of students is moved from one school or facility to another, and/or boundary changes of schools will involve the Association, with the intent of developing a procedure that is **mutually acceptable** [emphasis added] to both parties.”*

Since 1979, JCEA and the district have worked with teachers and administrators in every impacted school to arrive at a procedure that was **“mutually acceptable.”** Our goal has always been to facilitate a smooth transfer of students and alleviate — as much as possible — a major relocation of staff.

To achieve that goal, the parties have been guided by the following principles:

1. Every effort would be taken to *avoid disruption* to the existing instructional programs.
2. The process would provide an *objective* method of determining the number of open positions needed at the receiving school, as well as how teachers would be identified for relocation from the reducing schools.
3. Neither party would use the process to resolve personnel problems that may currently exist. These must be handled through normal contractual processes.
4. Teachers who have been displaced by the process (i.e., involuntarily transferred) would be entitled to some preferential treatment.
5. Every effort would be made to identify potential problems and seek to resolve them.
6. Teachers would be assigned to grade levels, teams, or teaching areas (departments) for which they are qualified (licensed) and would be viewed as members of that new grade level, team or teaching area (department).

**If the MOU does not require amending or if no mutual agreement is achieved, the parties simply follow the process outlined in the 1979 MOU.**

## The 1979 MOU process

The 1979 MOU outlines the process to be used:

- As soon as possible, the principal of the receiving school will identify the number of newly-created teaching positions (new FTEs as determined by the staffing ratio) and the needs of the teaching areas — broadly defined.
- As soon as possible, the principal of the school being reduced in enrollment will identify the number of teaching positions (again based on the staffing ratio) and the teaching areas that must be reduced, based on the school’s “organization pattern” (as per Article 34-6-1).
- Once that assessment is completed, every effort will be made by the teaching staff of the reducing school to arrive at a mutually acceptable identification of those qualified teachers to fill the identified open teaching positions at the receiving school. (If two or more teachers volunteer to fill the identified open position, the teacher with the greatest district

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seniority will receive the position.)

- If teachers cannot voluntarily agree to fill all of the open positions, the principal will provide advice and counsel to encourage agreement.
- If no agreement is achieved, the seniority system will be implemented based on the processes below:  
*The teacher with the greatest length of service in the district in each identified teaching area will be given the first option to fill the open position. If he/she declines, the option goes to the next senior teacher. If no one wishes to seek the relocation, the least senior teacher is relocated to the open position.*
- The only exception to this process is that the principal of the reducing school may consider the instructional program needs and identify those teachers who will be protected from relocation. The “protected” teacher must be providing a *unique* instructional program need that cannot be met by any of the remaining staff. Secondary principals may also protect any head coach in football, basketball, track, gymnastics, wrestling, baseball, volleyball and forensics.
- Relocated teachers have a right to return to

their former school(s) should there be an open position for which they are qualified prior to the beginning of the school year.

In the years since 1979, various adjustments have been made in this process. The most common is the agreement that any teacher who is involuntarily transferred must be placed in a comparable position for which he/she is qualified within the same geographical area as the current assignment.

Another revision occurs when two or more schools are being merged. In this situation, the staffs involved **may** agree to be considered as one staff (or pooled) for determining their seniority and identifying who will be relocated. One factor that must be considered is the impact “pooling” might have on the continuity and delivery of existing educational programs.

It has been and remains the Association’s official position that it will consider any alteration in the current MOU process as long as it: 1) maintains the contractual intent of Article 34-11 and the 1979 MOU, and 2) does not further diminish or reduce the contractual rights of other teachers within the district.

It should be noted that this whole process relates only to continuing contract teachers.

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