

**MEMORANDUM OF UNDERSTANDING  
 PROCEDURE FOR INVOLUNTARY TRANSFERS  
 FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT AND THE  
 FAIRFIELD-SUISUN UNIFIED TEACHERS ASSOCIATION CT/NEA  
 May 7, 2008**

The following chart shall be used to determine the procedure for involuntary transfers.

DATE	EVENT
No later than February 1 <sup>st</sup>	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be give to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.
	Within ten (10) days after the seniority list is distributed, Unit Members who report that their seniority date is incorrect shall inform the District for resolution; District informs FSUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.
No later than May 1	Site administrators develop assignments for upcoming school year, based on student projections at that time and notify Unit Members whose assignment will be different.
Between May 1 and May 31	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess Unit Members by the no later than May 21, and the anticipated number of excess Unit Members at those sites. Unit Members at those sites are notified in writing of the number of anticipated open positions or excess Unit Members.
<b>ROUND ONE</b>	
Between May 1 and May 31	Impacted Unit Members and voluntarily displaced Unit Members provided list of current District vacancies with descriptions. (Round One List)
Between May 1 and May 31	Unit Members review list for a minimum of 10 days.
District and Association mutually agree to the beginning date of Round 1.	Round One: Impacted Involuntarily transferred Unit Members and voluntarily displaced Unit Members may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
	All Unit Members, including Impacted Involuntarily transferred Unit Members and voluntarily displaced Unit

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	Members who did not select a vacancy in Round One, may also seek voluntary transfers.
	All bargaining unit vacancies "frozen" – no vacancies filled during this time period for vacancies for which Displaced unit members are qualified (appropriate credential).
<b>ROUND TWO</b>	
District and Association mutually agree to the beginning date of Round 2.	Involuntarily Transferred Impacted Unit Members and voluntarily displaced Unit Members who did not select a vacancy in Round One provided list of all current District vacancies. (Round Two List) Unit members review the list for a minimum of five (5) days.
	All bargaining unit vacancies "frozen" – no vacancies filled during this time period for vacancies for which Displaced unit members are qualified (appropriate credential).
No later than June 15	Impacted Unit Members and voluntarily displaced Unit Members who did not select a vacancy in Round One may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
After the completion of Round 2	District may fill vacancies as per collective bargaining agreement. All Unit Members, including any Involuntarily Impacted Unit Members and voluntarily displaced Unit Members who did not select a vacancy in Round One or Two may seek voluntary transfers.
After the completion of Round 2	District assigns Involuntarily transferred impacted and voluntarily displaced Unit Members who did not select a vacancy in Round One or Two to positions for which they are credentialed and qualified. Unit members shall be assigned within Bands by seniority. "Bands" as described in Article 18.3.c shall be defined as K-3, 4-6, grade levels, and middle school and high school levels, according to credential. District and F-SUTA representatives shall be present for this assigning of positions.
After the completion of Round 2	<ol style="list-style-type: none"> <li>1. If it is determined that positions were not posted or made known to unit members in accordance to these procedures said position will be able to be filled by displaced teachers on a seniority basis.</li> <li>2. If the original position of a Displaced unit member becomes vacant, the Displaced unit member shall be able to return to their original position at their original school site anytime within the next school year.</li> </ol>
The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.	

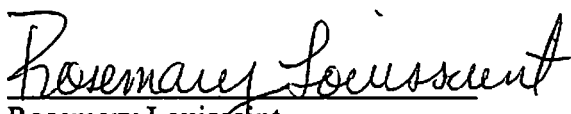
*R. Loussaint*  
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NOTE: 1. As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further "impacted Unit Members" who will then be eligible to select vacancies in Rounds one, two, etc.

2. Curriculum and Instruction Coaches and Consulting Teachers positions shall not be filled by using this process.

The provisions of this Memorandum of Understanding immediately amend the provisions of Article 18 of the Collective Agreement by addition of a new section and renumbering in the agreement between the parties and implementation becomes effective upon signature.

  
Rosemary Louissaint  
F-SUTA Bargaining Spokesperson

5/7/08  
Date

  
Ronald K. Hawkins  
Fairfield-Suisun Unified School District

5/7/08  
Date