

MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
THE BUFFALO PUBLIC SCHOOLS ("DISTRICT")
AND
THE BUFFALO TEACHERS FEDERATION ("BTF")

**RE: Contract Variance:
Teacher Intention Process and Teacher Transfer Process: for transfers effective for the
2017-2018 School Year**

WHEREAS, Article XIV of the Master Contract sets forth the procedure by which Buffalo teachers may communicate their requests to transfer schools for the next school year and the process by which the teachers transfer to another school; and,

WHEREAS, both the District and the BTF recognize the inefficiencies of the current intention/transfer process and seek to redesign the process to be beneficial to the District and the Buffalo teachers; and,

WHEREAS, the District has created an online portal whereby the Buffalo teachers will be provided a window to communicate their non-binding intentions (Leave of Absence, Retirement, Resignation, and School Transfer) for the next school year (2017-2018) in an attempt to reconcile the inefficiencies of the current intention and transfer process; and

WHEREAS, the Parties have met to discuss a Teacher Transfer Process in an attempt to improve the inefficiencies of the current transfer process and allow the Buffalo teachers a more timely selection and transition into the next school year.

THEREFORE, the parties agree to the following:

- 1) For the 2016-2017 school year, Article XIV: A.; B.; F.; J. and K.* relating to the process of how teachers communicate their intentions to transfer and the transfer process, will be modified in conformance with the process as outlined below. All other contract provisions remain in effect.
- 2) For the 2017-2018 school year, Article XIV. G.* will remain in effect, except that page 31 lines 34-42 and page 32 are modified by the terms of this agreement.
- 3) These Article XIV variances will be instituted on a trial basis for the 2016-2017 school year.

*Refers to the Master Contract effective July 1, 1999 between the BTF and the Board of Education

- 4) The District is to implement an Online Intention Portal for the 2017-2018 school year, whereby Buffalo teachers may communicate their requests for transfers.
- 5) The Online Intention Process will be open from Thursday, March 23, 2017 up to and including Monday, May 8, 2017; This is the only time and manner by which the District will accept Buffalo teachers' communications regarding their intentions to voluntarily transfer from their current locations.
- 6) Teachers who have already submitted a transfer request in writing to the Human Resources Department will be notified by the District that they must do so again through the Online Intention Portal between Thursday, March 23, 2017 up to and including Monday, May 8, 2017.
- 7) Buffalo teachers who are displaced through the Budget process, reduction in force or involuntarily transferred will be notified and automatically included by the Department of Human Resources.
- 8) Leaves of absence, resignations, and retirements can continue to be communicated to the Department of Human Resources, at all times, as per past practice and pursuant to those provisions in the Master Contract, although it is strongly encouraged (but not required) that said resignations and retirements also be communicated through the Online Intention Portal from Thursday, March 23, 2017 up to and including Monday, May 8, 2017, if known.
- 9) Buffalo teachers may submit an intention multiple times until the portal closes. Withdrawal of said request may also be made utilizing the portal. The most recently submitted intention will supersede those previously submitted. Each time an intention is submitted, an automated email will confirm the receipt of the intention.
- 10) The Transfer Day schedule will be sent as an invitation through e-mail from the Department of Human Resources. Transfer Day flyers will also be sent to all schools for posting. Those employees on a paid leave of absence with the intention of returning September 1, 2017 and who have applied for transfers will receive the invitation by mail.
- 11) An opportunity to have a professional conversation/interview with building administration or their representative (administrative) in compliance with the BTF/District Collective Bargaining Agreement must occur before a teacher can transfer into a school. The unavailability of said representative will not disqualify the teacher for the transfer they have chosen. Open House dates for school visits and meetings for those seeking to transfer will occur from April 24, 2017 up to and including June 2, 2017. These meetings will take place after school hours and will not be compensated. It will be the responsibility of the teacher to visit any and all schools they are interested in transferring to during the school visitation window.

12) The District will e-mail a vacancy list by tenure area to each teacher that requested a transfer and to those teachers involuntarily transferred including those teachers involuntarily transferred from receivership schools pursuant to the Commissioner's decision and order, advising them of vacancies for which they are eligible based upon present tenure area and certification. This will occur after the Budget is approved by the Board and at least one (1) week prior to Transfer Day. Teachers on leave of absence with the intention of returning September 1, 2017 will receive their tenure area vacancy list by mail.

13) A Transfer Day will take place by tenure area over a four (4) day period. The tentative Transfer Day schedule¹ is as follows:

- June 5, 2017 (4:30 pm – 7:30 pm) – **Special Education;**
- June 6, 2017 (4:30 pm – 7:30 pm) – **Core Subjects;**
- June 12, 2017 (4:30 pm – 7:30 pm) – **Elementary;** and
- June 13, 2017 (4:30 pm – 7:30 pm) – **Special Subjects/ Related Services.**

(See attached list)

Principals or their administrative representative may be in attendance to meet privately with teachers. If a Principal and/or Principal's administrative representative is not in attendance on transfer day, the Associate Superintendent for Human Resources will assign teachers to fill vacancies in accordance with the BTF/District collective bargaining agreement, and the unavailability of said administrative representative will not disqualify a teacher from a transfer into a school pursuant to the terms of the BTF/District collective bargaining agreement.


14) Those teachers wishing to transfer must appear in person, or in the alternative, "by proxy" meaning a Union Representative (LRS) or Buffalo teacher of their choice shall appear personally on their behalf. Those appearing by proxy must provide a direct phone number where the Union Representative or Buffalo Teacher Proxy Representative can make contact with the teacher seeking transfer, so that they can provide their decision on the vacancies presented. Otherwise, the member can provide the designated proxy with a list of the schools that they are interested in transferring to in rank order and authorize the proxy to select for them. It is the member's responsibility to make sure they are available to their proxy during the window or to designate the proxy to make the selection for them. No teacher can transfer to a particular school without first having the opportunity to have a conversation with the principal of that school or the principal's administrative designee. If a teacher is represented on Transfer Day by Union Representative or Buffalo Teacher Proxy Representative, they can only choose a school where they have had an opportunity to have a private conversation with the principal or a principal's administrative representative. All Principals or their administrative representative will be present at the Teacher Transfer Day meetings. If a Principal and/or Principal's administrative representative is not in attendance on transfer day, the

¹ * If the transfer process is not completed by 7:30 p.m., and if there is unanimous consent of the teachers present, the process can continue until it's completed.

Associate Superintendent for Human Resources will assign teachers to fill vacancies in accordance with the BTF/District collective bargaining agreement, and the unavailability of said administrative representative will not disqualify a teacher from a transfer into a school pursuant to the terms of the BTF/District collective bargaining agreement.


- 15) On Transfer Day, all vacancies will be displayed by tenure area. Unless the parties have expressly agreed in writing that a member is to have a "preference" meaning priority over tenure seniority (i.e. grievance settlement). Teachers will have the opportunity in order of contractual seniority to select from the available vacancies for which they are eligible. If their selection creates a new vacancy, that vacancy is immediately added to the list of available vacancies. Those new vacancies that have been created, will be available to those teachers who have not yet had the opportunity to make a selection on Transfer Day, as outlined in this paragraph.
- 16) Once all vacancies are filled, the transfer process will cease. If there are no vacancies in a particular tenure area, then there will be no Transfer Day for that tenure area.
- 17) Any questions or concerns regarding the process are to be made by e-mail to: HRIntentionprocess@buffaloschools.org and will be addressed by the Department of Human Resources.
- 18) Except for the variances as outlined in Paragraphs (1-18) of this MOU, the remaining provisions of Article XIV will continue to follow the past practice.
- 19) The filling of vacancies for Receivership Schools will follow the Commissioner of Education's Decision and Order relating to Receivership Schools.
- 20) If the parties wish to extend this process beyond the 2016-2017 school year, the parties must agree in writing.
- 21) This agreement shall not be construed by either party as modifying the rights under the parties' collective bargaining agreement except as specifically set forth above nor shall it constitute a precedent or a practice with regard to any other matters.

For the BTF:


Phillip Rumore,
President

31 May 2017
Date

For the DISTRICT:


Dr. Kriner Cash,
Superintendent of Schools

May 31, 2017
Date