

## **ARTICLE V - TRANSFER AND REASSIGNMENT**

### **A. Transfer:**

1. A transfer is defined as the movement of a bargaining unit member from his/her assigned work site to a vacancy at another school in the District. Transfers may be made by the District on an involuntary basis or may occur as a result of the voluntary application by a bargaining unit member for a vacant position at another school or work site in the District.
2. A vacancy for the purpose of this Article is defined as an unfilled position at any District work site which has occurred as a result of attrition or the need for additional staff, but which has been subjected to any and all reassignments which have been deemed necessary by the Principals and/or other responsible managers. Such reassignment shall have been made in accordance with Section D. herein.

### **B. Voluntary Transfers:**

1. Solicitation:
  - a. Between January 15 and February 15 of any year, bargaining unit members wishing to voluntarily transfer within the District may file a written request for voluntary transfer in the District Human Resources Office for vacancies for the following school year. The District shall compile a list of the requests, which shall include the bargaining unit member's name, major/minor and assignment preference. The list shall be effective from February 15 through May 31 of the current school year. Nothing contained herein shall limit the District in soliciting voluntary transfers at other times for teachers to serve as Teacher on Special Assignment (TSA). Site-based TSAs may apply and be appointed at any time, provided the District has secured a qualified replacement. Three (3) instructional days shall be allotted for the TSA and the replacement unit member to facilitate a transition supportive of student learning.

- b. For vacancies for the following school year, which occur between February 15 and May 31, the District shall post such vacancies for a period of three (3) business days. Bargaining unit members wishing to be considered for such positions shall notify the Human Resources Office in writing prior to the end of the posting period. A copy of the vacancy notice shall be provided to the Federation.
- c. The District shall also consider for all vacancies occurring between February 15 and May 31 for the following school year, the bargaining unit members whose names appear upon the voluntary request for transfer list referred to in section B.1.a. above. Transfers shall be effected as soon as vacancies and schedules are determined by District.
- d. Nothing contained herein shall preclude the District from soliciting candidates for vacant positions from sources outside the District.

2. Interview and Selection:

For vacancies which occur between February 15 and May 31 prior to the next school year, the District shall include in any group of candidates to be interviewed for any vacant position, current District bargaining unit members who have requested consideration for voluntary transfer. Onsite certificated managers shall select for interview those employees from the voluntary transfer request list who are the best qualified for the vacant position on the basis of criteria specified in Section 3. below.

Bargaining unit members not on the transfer list, who are permanent and who have received an overall "Proficient" or better and with no area indicated as "Needs Improvement" or "Unsatisfactory" on their last evaluation, may be granted an interview for vacancies which occur between February 15 and May 31 as specified in section B.1.a. Bargaining unit member interviews shall be scheduled by the appropriate manager during non-instructional hours. Onsite certificated managers shall select for interview those bargaining unit members responding to postings who are the best qualified for the vacant position on the basis of criteria specified in Section 3. below. Bargaining unit members not

interviewed, or not selected for a vacant position, shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her non-selection.

a. Not more than thirty-three percent (33%) of a site's department shall be allowed to transfer between school years. For departments with less than three (3) bargaining unit members, mutual agreement between the District and Federation must take place prior to transfers of such unit members.

3. General:

Bargaining unit members applying for vacant positions on a voluntary basis during the period as specified in section B.1.a shall be selected for interview based upon the order of the following criteria:

- a. A valid California teaching credential authorizing service in the assignment being transferred to.
- b. Current performance evaluations are "Distinguished" or "Proficient".
- c. Documented subject area training or subject area professional development.
- d. The constraints of Title Nine (IX) and Affirmative Action laws and regulations.
- e. The best interest of the instructional program/District.
- f. District-wide seniority. District-wide seniority for the purpose of Article V., Section B., is defined as the total number of years in paid status in the District. District-wide seniority shall be applied only to resolve transfer decisions when two (2) or more persons in the District are rated equally according to the criteria listed herein.

4. With the exception of the TSAs as specified in subsection B.1.a, voluntary transfers shall not be allowed for positions which become vacant after the February 15 - May 31 period specified in subsection B.1.

5. Teachers on Special Assignment

- a. The District shall not staff more than the equivalent of four and two tenths (4.2) FTE TSA positions in a comprehensive high school if the equivalent of two (2) FTE or more classroom teaching positions and/or base-funded counseling positions are not fully staffed as of five (5) business days prior to the first work day of the school year. EL Specialists and High School Athletic Directors shall be included in the calculation of TSA FTE but shall not be subject to reassignment under the terms of this subsection. A TSA filling a teacher vacancy may remain in the assignment until there is an appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.
- b. The District shall not staff more than the equivalent of two and two tenths (2.2) FTE TSA positions in a comprehensive middle school if the equivalent of more than one (1) FTE classroom teaching positions and/or base-funded counseling positions are not fully staffed as of five (5) business days prior to the first workday of the school year. EL Specialists and Middle School Activities Directors shall be included in the calculation of TSA FTE but shall not be subject to reassignment under the terms of this subsection. A TSA filling a teacher vacancy may remain in the assignment until there is an appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.
- c. The District shall not staff the equivalent of more than fourteen (14) FTE District level TSA positions if the equivalent of nine (9) FTE or more classroom teaching positions and/or base grant funded counseling positions combined are not fully staffed, at the comprehensive schools as of five (5) business days prior to the first workday of the school year. New Teacher Support TSAs shall be included in the calculation of TSA FTE, but shall not be subject to reassignment under the terms of this subsection. A TSA filling a teacher vacancy may remain in the assignment until there is an

appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.

- d. Language contained in subsections a, b and c above is subject to credentialing requirements. If the District is able to staff a vacancy as referenced herein with an appropriately credentialed itinerant teacher, the terms of this subsection shall not apply.
- e. Bargaining unit members who are to be reassigned under this subsection shall be notified of the potential reassignment no later than five (5) business days prior to the first workday of the school year. The reassignment shall be considered official upon the first work day of the school year unless another appropriately credentialed teacher has been appointed to the vacant position.

C. **Involuntary transfers:**

- 1. Involuntary transfer is defined as a transfer determined necessary by the District for the good of the instructional program and in the best interest of the District as a whole.
- 2. An involuntary transfer shall be initiated by the District and shall normally be promulgated after the District has solicited volunteers from a specific department or certificated staff at large, and has reviewed a list of qualified persons who have requested transfer. Such transfers shall be based upon the criteria for transfer contained in Section B. 3., a.-f., herein, and departmental seniority. Departmental seniority for the purpose of Article V., Sections C. and D., is defined as the total number of years in paid status within a school department. Departmental seniority shall be applied to resolve transfer decisions when two (2) or more persons eligible to be transferred cannot be differentiated based upon the criteria contained in Section B. 3., a.-f., herein.
- 3. The District may initiate an involuntary transfer for reasons other than a vacancy at another school site provided that the following criteria are met:

- a. The unit member has been evaluated as outlined in Article IX - Evaluation Procedures, and has received two (2) consecutive "Unsatisfactory" yearly evaluations.
- b. The bargaining unit member has been provided a Plan of Assistance according to Article IX., subsection H.3.d., after each "Unsatisfactory" evaluation.

In these cases, criteria as contained in Section B.3, a-f herein and seniority would not apply.

4. Bargaining unit members involuntarily transferred shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her transfer.
5. Bargaining unit members involuntarily transferred after the work year begins may, upon request, receive up to two (2) days of released time for preparation purposes prior to beginning the new position.
6. Those to be involuntarily transferred between schools may indicate a preference of schools involved to the Assistant Superintendent of Human Resources.

D. **Reassignment:**

1. Reassignment is defined as a movement of a bargaining unit member from one (1) department to another department within the same school.
  - a. Reassignments shall be made in accordance with the criteria stated in Section B. 3., a.-f., herein and departmental seniority. Departmental seniority shall be applied only to resolve reassignment decisions when two (2) or more persons in the department are rated equally according to the criteria listed herein.
  - b. Bargaining unit members selected for involuntary reassignment within the school shall, upon request, be granted a conference with the Principal who shall explain the reasons for the employee's reassignment.
  - c. Bargaining unit members involuntary reassigned after the work year begins may, upon request, receive up to

two (2) days of release time for preparation purposes prior to beginning the new position.

- d. If two (2) bargaining unit members mutually agree to switch assignments and the District concurs, such change shall be allowed, and shall not constitute a transfer.