

## ARTICLE 18 - TRANSFER AND REASSIGNMENT

### 18.1 Definitions:

18.1.1 Transfer: A transfer is the movement of a bargaining unit member from one work site to another work site within the District.

18.1.2 Assignment: An assignment is the placement (i.e. grade level or subject or room) of a bargaining unit member.

18.1.3 Reassignment: A reassignment is the movement of a bargaining unit member from current placement (i.e. grade level or subject or room) to another placement (i.e. grade level, subject or room) at the same work site.

18.1.4 Vacancy: A vacancy is any vacated or newly created certificated position.

18.1.5 Posting: A hard copy of the notice of a vacancy sent to each site in the district. An email notification sent to each bargaining unit member, each Association site representative, as well as the Association president. The initial date of the posting will be the day after the District sends out the notice.

18.1.6 Voluntary Transfer or Reassignment: A voluntary transfer or reassignment is a transfer or reassignment which is requested and/or accepted by a bargaining unit member.

18.1.7 Involuntary Transfer or Reassignment: An involuntary transfer or reassignment is a transfer or reassignment of a bargaining unit member which is initiated by the Superintendent or designee and not agreed to as a voluntary transfer or reassignment by the bargaining unit member.

### 18.2 Anticipated Assignments for Following School Year

18.2.1 The site administrator shall post all vacancies at the school site prior to notifying the DISTRICT to post vacancies District-wide.

18.2.2 Site Tentative assignments shall be posted and bargaining unit members shall be notified by email by the first Friday in May, if possible.

18.2.3 The DISTRICT shall assign new bargaining unit members after the assignment of returning bargaining unit members.

### 18.3 Vacancies

18.3.1 The DISTRICT shall deliver to the ASSOCIATION, and to each bargaining unit member through email and posting at all work sites, a list of all vacancies which occur during the school year and for the following year upon knowledge of the vacancies.

18.3.2 The posting shall include the following information:

- (1) The closing date which is at least five (5) working days following the posting.
- (2) The work site and tentative assignments; job description when not a classroom teacher.
- (3) Any specific or unique qualifications necessary to meet the requirements of the posted position.

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18.3.3 No assignment to fill the vacancy shall be made prior to the closing date.

18.3.4 The DISTRICT shall determine the specific needs of the DISTRICT and the students (i.e. Programs which shall be added, retained or deleted; special teacher training and/or qualifications, etc.) for the following school year.

18.4 Voluntary Transfer A bargaining unit member may submit a Transfer/Reassignment Request Form (See Appendix C- Forms) subsequent to the posting of a vacancy notice and within the five (5) day timeline of the posting.

### 18.5 Current School Year Vacancy

18.5.1 New Hire: A vacancy that occurs during the school year may be filled by a new hire. The vacancy which is filled by a new hire will be opened to qualified unit members at the end of the school year. Posting(s) are to be done prior to March 15<sup>th</sup> of the school year.

18.5.2 Filled and Takes Effect Immediately: A vacancy that occurs during the school year may be filled immediately by a unit member only if both the District and bargaining unit member agree. The bargaining unit member will submit a Request for Transfer Form to the Human Resources Office no later five (5) working days after the posting of the vacancy. When a voluntary transfer takes effect during the school year, the bargaining unit member will not move with less than two (2) day notice unless both parties mutually agree to other arrangements.

18.5.3 Filled During the School Year But takes Effect at the Beginning of the Next School Year: A vacancy that occurs during the school year may be filled during the present school year but not take effect until the beginning of the next school year. The bargaining unit members will submit a Request for Transfer Form to the Human Resources Office no later than five (5) working days after the posting of the vacancy. A new bargaining unit member that is hired to fill such vacancy for the remainder of the school year may apply for any existing vacancy within the DISTRICT.

18.5.4 Consideration: The DISTRICT in determining a transfer request, may consider, but is not limited to, the following (not listed in order of importance):

- Appropriate credentials
- Supplemental authorizations/certificates/degrees
- Experience (including number of years in District, and number of years in Education or related work experience.)
- Reference checks
- Interview ranking
- Site specific needs

18.5.5 After notification by the DISTRICT of transfer option, the bargaining unit member shall notify the DISTRICT to accept or decline the position within two (2) working days or forfeit the transfer.

18.5.6 Bargaining unit members who are voluntarily transferred shall be granted two (2)

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days release time or two (2) days of compensation to prepare for the transfer. The bargaining unit member will choose the option of release time or compensation. The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT.

18.5.7 Selection or Non-Selection: Nothing in this section shall be interpreted to require the District to fill a vacancy with a bargaining unit member who requests a transfer, but requests for transfer by bargaining unit members will be given equal consideration with other applicants. If a request for transfer is denied, upon written request by the bargaining unit member to the Human Resource Office, the bargaining unit member shall be provided with an explanation for the denial. Such an explanation shall be provided in writing at the bargaining unit member's request.

### 18.6 Voluntary Reassignment:

18.6.1 A bargaining unit member may submit a Transfer/Reassignment Request Form subsequent to the posting of a vacancy notice pursuant to the posting procedure of this article.

18.6.2 A voluntary reassignment request may be withdrawn by a bargaining unit member at any time in writing prior to accepting the new position.

18.6.3 The Site Administrator in determining a reassignment selection, may consider, but is not limited to, the following (not listed in order of importance):

- Appropriate credentials
- Supplemental authorizations/certificates/degrees
- Experience (including number of years in District, and number of years in Education or related work experience.)
- Reference checks
- Interview ranking
- Site specific needs

18.6.4 Bargaining Unit Members who are voluntarily reassigned shall be granted two (2) days release time or two (2) days of compensation to prepare for the reassignment. The bargaining unit member will choose the option of release time or compensation. The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT.

18.6.5 Selection or Non-Selection: Nothing in this section shall be interpreted to require the District to fill a vacancy with a bargaining unit member who requests a transfer, but requests for transfer by bargaining unit members will be given equal consideration with other applicants. If a request for transfer is denied, upon written request by the bargaining unit member to the Human Resource Office, the bargaining unit member shall be provided with an explanation for the denial. Such an explanation shall be provided in writing at the bargaining unit member's request.

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18.7 Involuntary Transfer: An involuntary transfer may be implemented if necessary to meet the educationally related needs of the District. An involuntary transfer shall not be punitive or disciplinary in nature. It is recognized that an involuntary transfer is to be used only in a case of last resort, and all reasonable efforts will be utilized to avoid the need for an involuntary transfer.

### 18.7.1 Reasons for Involuntary Transfer

18.7.1.1 Enrollment Fluctuations: A bargaining unit member may be involuntarily transferred if a site has declining enrollment, and another site has a vacancy for which the bargaining unit member is qualified.

18.7.1.2 Program Changes: A bargaining unit member may be involuntarily transferred if a site eliminates a position in a program, and another site has a vacancy for which the bargaining unit member is qualified.

18.7.1.3 Personnel Issues: A bargaining unit member may be involuntarily transferred for legitimate personnel reasons, which can include credential and authorization(s) compliance, which the Superintendent or designee believes could be alleviated by the involuntary transfer. If implemented for personnel reasons, an involuntary transfer will be made only after a meeting between the bargaining unit member and the Superintendent or designee. At that time, the bargaining unit member will be notified in writing of the reason for the transfer. The bargaining unit member has the right to have a representative of the Association present at the meeting. The transfer shall be for whatever period of time determined by the Superintendent or designee.

18.7.1.4 Bargaining unit members shall not be transferred solely due to the fact that they are related to another staff member at the same work site.

### 18.7.2 Implementation:

#### 18.7.2.1 Notification Process:

The District will notify in writing, all bargaining unit members at the transfer school site of the opportunity to apply for a position/opening prior to the implementation of an involuntary transfer.

18.7.2.2 If an involuntary transfer is necessary, other than for personnel issues, the bargaining unit member with the least district-wide seniority who holds the appropriate credential, will be involuntarily transferred after the Notification Process. A bargaining unit member shall receive written notice five (5) days prior to the involuntary transfer.

18.7.2.3 A bargaining unit member that is involuntarily transferred shall be given his or her assignment prior to District considering outside applicants.

18.7.4 Meeting with Superintendent Rights: A bargaining unit member who is being involuntarily transferred for staffing reasons may request, in writing, a meeting with the Superintendent or designee. If a meeting is requested, the involuntary transfer will not be implemented until the meeting takes place. The bargaining unit member has the right to have a representative of the Association present at the meeting.

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18.7.5 Release Time/Compensation: If a bargaining unit member is involuntarily transferred during the school year, he/she will be allowed two (2) days release time or two (2) days of compensation to prepare for the transfer. The bargaining unit member will choose the option of release time or compensation.

18.7.6 Transportation of Classroom Possessions and Custodial Services: The District shall provide transportation for materials and custodial services to assist in relocation required by the transfer.

18.7.7 Preferential consideration for any Future Vacancies: A bargaining unit member who was involuntarily transferred other than for personnel issues shall have the first opportunity to apply for, interview for, and accept, if offered, any available vacancy for which he/she is qualified at the site from which he/she was involuntarily transferred, prior to district-wide posting of the position.

### 18.8 Involuntary Reassignment:

18.8.1 An involuntary reassignment may be implemented if necessary to meet the educationally related needs of the site. An involuntary reassignment shall not be punitive or disciplinary in nature. It is recognized that an involuntary reassignment is to be used only in a case of last resort, and all reasonable efforts will be utilized to avoid the need for an involuntary reassignment.

18.8.2 Notification of Qualified Bargaining Unit Members for Reassignment: All qualified bargaining unit members at the site will be notified in writing of the opportunity to voluntarily apply for a position/opening prior to the implementation of an involuntary reassignment.

18.8.3 Implementation: If an involuntary reassignment is necessary, due to changes in staffing needs, the bargaining unit member will be chosen based upon district-wide seniority. If two bargaining unit members could equally meet the needs of the program (i.e. have the same credential(s), the bargaining unit member with the least district-wide seniority will be involuntarily reassigned.

18.8.4 Notification: A bargaining unit member shall not be involuntarily reassigned with less than two (2) days' notice.

18.8.5 Meeting with Supervisor Rights: An involuntary reassignment will be made only after a meeting between the bargaining unit member and the immediate supervisor. The bargaining unit member has the right to have a representative of the Association present at the meeting.

18.8.6 Release Time/Compensation: If a bargaining unit member is involuntarily reassigned to a different grade level, subject, course, or room from the grade level, subject, course, or room to which he/she is presently assigned during the school year, the bargaining unit member will be given two (2) days of release time or two (2) days of compensation to prepare for the reassignment. The bargaining unit member will choose the option of release time or compensation.

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- 18.8.7 Transportation of Classroom Possessions and Custodial Services: If the involuntary reassignment requires moving classroom possessions or custodial services, the District shall provide transportation for materials and custodial services to assist in relocation required by the involuntary reassignment.
- 18.8.8 Preferential consideration for any Future Vacancies: A bargaining unit member who was involuntarily reassigned, other than for personnel issues, will have the first opportunity to apply for, interview for, and accept, if offered, any available vacancy for which he/she is qualified at the site from which he/she was involuntarily reassigned, prior to district-wide posting of the position.
- 18.9 Teacher on Special Assignment : A bargaining unit member upon completion of service as a Teacher on Special Assignment shall be returned to the position or assignment that he or she held prior to becoming a Teacher on Special Assignment. If that position or assignment no longer exists, he or she shall be provided a similar position or allowed to choose from any open position or assignment that he or she is credentialed to teach. The process for transfer/reassignment will be done in accordance with Article 18-Transfer and Reassignment, Ed. Code, Board Policy, and other applicable statutes.