

Article 8 - Transfer and Reassignment of Personnel

8.1 Definitions

- 8.1.1 Transfer: a change of District work site.
- 8.1.2 Voluntary Transfer: Transfer of a bargaining unit member initiated by the bargaining unit member.
- 8.1.3 District Initiated Involuntary Transfer: Transfer of a bargaining unit member initiated by the immediate supervisor or the Superintendent/designee.
- 8.1.4 Involuntary Transfer Due to Overstaffing: Transfer of a bargaining unit member initiated by the site administrator due to lack of a sufficient number of volunteers from an overstaffed school or department.
 - 8.1.4.1 Overstaffing: Overstaffing exists when the number of bargaining unit members assigned to a particular District work site exceeds the District determined bargaining unit member allotment (a) at the school, or (b) within a department/subject area.
- 8.1.5 Reassignment: Change of a bargaining unit member from one grade level, subject, and/or assignment to another grade level, subject, or assignment requiring a new preparation at the same site.
- 8.1.6 Relocation: Change of a bargaining unit member from one location to another location at the same worksite.
- 8.1.7 Seniority: The length of time in the District beginning on the bargaining unit member's first day of paid service.
 - 8.1.7.1 The District shall maintain a current seniority list and a copy thereof shall be sent to the Association, listing the first day the bargaining unit member rendered paid service to the District.

8.2 Criteria for Voluntary Transfer and Reassignment

- 8.2.1 The voluntary transfer or voluntary or involuntary reassignment of a bargaining unit member shall be based on the following criteria. The criteria are listed in priority order and each factor shall be weighed in the determination of transfer or reassignment.
 - 8.2.1.1 The bargaining unit member's credential and authorization.
 - 8.2.1.2 The bargaining unit member has been evaluated as "meets expectations" on his/her most recent Teacher Evaluation Form.

- 8.2.1.3 The bargaining unit member's most recent teaching and/or co-curricular assignment.
- 8.2.1.4 Seniority in the District.
- 8.2.1.5 The bargaining unit member's past and/or current participation in District and/or University sponsored professional development activities, directly related to bargaining unit member's current or future assignment.
- 8.2.1.6 If application of above factors does not yield a resolution, then length of service at the site/program shall be the determining factor.
- 8.2.1.7 If length of service at the site yields no resolution, then length of teaching experience, including service outside of the District, shall be the determining factor.

8.3 Posting of Vacancies

- 8.3.1 The District shall post a notice of vacancy at all District worksites, including the District Office, on the District website and shall be sent to the Association office.
- 8.3.2 The postings shall be for no less than five (5) workdays.
 - 8.3.2.1 During the summer, the posting shall be for no less than five (5) days at all worksites which are open for business.
 - 8.3.2.2 During the summer recess, the District shall mail a copy of requested postings to any bargaining unit member who supplies the District with stamped self-addressed envelopes.
- 8.3.3 The posting of vacancies shall include:
 - work location
 - credential required
 - grade level and/or subject matter as appropriate
 - any required and/or preferred special qualifications
 - duties or responsibilities
 - any contract waiver specific to the site, if any
 - timeline for application
 - compensation
- 8.3.4 Anticipated vacancies for the beginning of the school year shall be posted on or before April 15.

8.4 General Transfer Procedures

- 8.4.1 A bargaining unit member shall request a transfer by submitting a Transfer Request Card to Personnel Services.
- 8.4.1.1 The immediate supervisor to whom the bargaining unit member reports shall sign the Transfer Request Card. Such signature is an acknowledgment only that the immediate supervisor has been informed of the bargaining unit member's desire for transfer and does not imply approval or disapproval.
- 8.4.2 Transfer Request Cards may be submitted at any time for a specific vacancy or as a general transfer request.
- 8.4.2.1 The Transfer Request Card shall remain valid from the date of submission through the following November 1, unless the unit bargaining member advises Personnel Services in writing that he/she wishes to rescind the request.
- 8.4.2.2 Transfer Request Cards submitted for a general transfer shall indicate up to three sites to which the bargaining unit member is interested in transferring.
- 8.4.2.3 Bargaining Unit members shall notify Personnel Services of their wish to be considered for any posted vacancy not indicated on the Transfer Request Card within the timeline indicated in the posting.
- 8.4.2.4 A bargaining unit member who submits a Transfer Request Card for the new school year shall be interviewed by a panel of administrator(s) and bargaining unit members(s) selected by the administrator of the site/program where the vacancy exists and for which the bargaining unit member has indicated a desire to transfer. The interviews will be conducted on or before June 30.
- 8.4.2.5 For vacancies that remain open after June 30, or for new vacancies that occur prior to November 1, all active Transfer Request Cards shall remain in effect and new transfer requests may be considered.
- 8.4.3 Bargaining unit members applying for transfer shall be given first consideration. Such consideration shall include paper screening for appropriate credentials.
- 8.4.3.1 It is the responsibility of the bargaining unit member to have current information on file with Personnel Services.
- 8.4.4 Bargaining unit members who have the appropriate credential for the vacancy shall be given an interview.

- 8.4.5 Bargaining unit members under consideration for a vacancy may be observed by the principal/designee from the work site where the vacancy exists.
- 8.4.5.1 If an observation is to be conducted, the bargaining unit member shall be notified prior to the day of the observation.
- 8.4.6 Notification of transfer approval shall be given as soon as practical.
- 8.4.7 Applicants not selected for a vacancy shall be notified by phone or in writing within three (3) working days after the vacancy is filled.
- 8.4.8 If a request for transfer is denied, the bargaining unit member may request a conference or written statement to discuss the reason(s) for the denial within ten (10) days of notification of denial.
- 8.4.8.1 The bargaining unit member will receive a conference or written statement to discuss the reason(s) for the denial within fifteen (15) days.
- 8.4.9 The filing of a voluntary transfer request is without prejudice to the bargaining unit member and shall not jeopardize the present assignment.
- 8.4.10 A voluntary transfer request may be withdrawn by the bargaining unit member at any time in writing prior to the interview.

8.5 District Initiated Involuntary Transfer

- 8.5.1 Any bargaining unit member recommended for involuntary transfer shall first have a conference with the administrator recommending the involuntary transfer, and shall be given the reasons for the transfer. Such reasons shall be in writing if requested by the bargaining unit member.
- 8.5.2 An involuntary transfer shall not be arbitrary or capricious. Involuntary transfers for disciplinary reasons shall be based on "Just Cause."
- 8.5.3 The bargaining unit member to be transferred shall be considered for a suitable position(s) from the current list of vacancies. Whenever feasible, an interview shall be granted prior to placement of an involuntary transferee.
- 8.5.4 A bargaining unit member shall not be involuntarily transferred more than once in a three-year period except in unusual circumstances.

8.6 Transfer Due to Overstaffing

- 8.6.1 An overstaffing situation exists when the number of bargaining unit members at a particular work site or in a district-based program exceeds the district and/or department-determined unit allocation.
- 8.6.2 Prior to an Involuntary Transfer Due to Overstaffing, the site administrator shall ask for volunteers.
- 8.6.2.1 Volunteers shall submit a Transfer Request Card to Personnel Services indicating the work sites, assignments, and posted vacancies in which they are interested.
- 8.6.2.2 Bargaining unit members from overstaffed school(s) shall be granted first opportunity to be interviewed for vacancies.
- 8.6.2.3 Bargaining unit members from schools who voluntarily submit Transfer Request Cards, and are not selected for a position shall remain assigned to their original sites.
- 8.6.3 If a school remains overstaffed after all voluntary requests have been processed, the site administrator will again ask for volunteers from specific departments/subject areas prior to designating bargaining unit members for an Involuntary Transfer Due to Overstaffing.
- 8.6.4 When involuntary transfers become necessary due to lack of a sufficient number of volunteers, the transfer shall be based on the criteria, which are listed in 8.2.1.
- The following provision shall apply only to general education elementary classroom teachers and shall be applicable only prior to the beginning of the work year:
- If after the application of 8.2.1, the general education classroom teacher(s) with higher District seniority is identified as the teacher to be displaced from the site, they shall have the option to remain at the site if they are willing and credentialed to accept the tentative assignment(s) of the teacher(s) with the least District seniority. Then the general education classroom teacher(s) with the least District seniority shall be the Involuntary Transfer(s).
- 8.6.5 The site administrator may exempt key bargaining unit members from transfer due to overstaffing. To apply an exemption:
- 8.6.5.1 The site administrator shall provide a written explanation posted at the site, and provide to the Association President that such exempted bargaining unit member(s) hold key curricular or extra-curricular assignment(s) within the school/department.

- 8.6.5.2 The maximum number of bargaining unit members who may be exempted shall be three (3) in each comprehensive high school, two (2) in each middle school, and one (1) in each elementary school.
 - 8.6.6 The site administrator shall conduct a conference with each bargaining unit member that is transferred.
 - 8.6.7 Bargaining unit members transferred due to overstaffing shall be placed prior to any voluntary transfer in 8.7.
- 8.7 Priority Order for Processing Transfers and/or Placements
 - 8.7.1 The following order shall be maintained for placement:
 - 8.7.1.1 Voluntary Transfer Requests from overstaffed schools.
 - 8.7.1.2 Involuntary Transfers Due to Overstaffing
 - 8.7.1.3 Permanent and Probationary employees with rehire rights.
 - 8.7.1.4 Voluntary Transfer Requests.
 - 8.7.1.5 Bargaining unit members returning from leave of absence requesting a transfer to a new site.
 - 8.7.1.6 Current part-time bargaining unit members requesting a return to full-time assignment.
 - 8.7.2 The District shall provide transportation of materials and custodial services to any bargaining unit member who is relocated, transferred or reassigned.
 - 8.7.3 In the event a relocation, transfer or reassignment occurs after the beginning of the school year, the bargaining unit member shall be given two (2) student-free days for planning and preparation.
- 8.8 Reassignment
 - 8.8.1 The determination of a teaching assignment within a school is the responsibility of the principal/designee. Such determination shall be based on the criteria of Section 8.2.
 - 8.8.2 Reassignments shall be made in accordance with the same criteria as for transfer as stated in Section 8.2.

- 8.8.3 Prior to making an involuntary reassignment, the principal/designee shall first notify the bargaining unit member affected to discuss the reassignment.
- 8.8.3.1 Written reasons for the reassignment shall be given upon request.
- 8.8.4 Involuntary reassignments shall not be made for arbitrary or capricious reasons.
- 8.9 Mutual Exchange of Positions
- 8.9.1 A bargaining unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved principals/designees, Superintendent/designee, and the bargaining unit members requesting the change.
- 8.9.2 At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the bargaining unit members involved.
- 8.10 Return to Position
- 8.10.1 Any bargaining unit member who accepts a position as Teacher on Special Assignment (TOSA) shall have the option to return to his or her former assignment after serving in the position for one year or less.
- 8.10.2 A bargaining unit member who is assigned as Teacher on Special Assignment for more than one year shall be subject to the provisions of this Article and shall have the same placement rights as a unit member returning from leave of absence (Section 8.7).
- 8.11 Combination Classes
- 8.11.1 If there are no volunteers to teach a combination class, no bargaining unit member shall be assigned to teach a combination class a second time until all other bargaining unit members assigned to the affected grade levels have also been assigned to and taught a combination class.
- 8.11.2 The assignment of a combination class shall be determined by the principal/designee, and Section 8.8 shall not be applied.
- 8.11.3 This provision excludes first and second year bargaining unit members new to the profession from the assignment rotation.
- 8.11.4 If a combination class is formed after the beginning of a school year, provisions under Section 8.8 shall be applied.