

## ARTICLE 12: VACANCIES AND TRANSFERS

*(Starting with the language in Appendix J - Article 12 MOU Agreement)*

### A. Definitions

1. Assignment: A bargaining unit position identified by worksite, **FTE, and** grade level, subject, or specialist position ~~and FTE~~.
2. Vacancy: An unoccupied bargaining unit assignment that is to be filled.
3. Transfer: A change in worksite, initiated by either the **bargaining unit member** employee (voluntary) or District (involuntary). **A bargaining unit member may be involuntarily transferred no more than once every three academic years.**
4. **Staff preference survey: a virtual survey administered by the District to all bargaining unit members regarding their preferences for assignment for the upcoming academic year. Administrators and HR shall receive the results of this survey.**
5. **FTE allocations: the number of positions allocated by worksite for the coming academic year. These are communicated to the Association and all administrators in writing.**
6. **Class-size committees: as defined in Article 10.C.2. In elementary and K-8 schools, these committees are also tasked with developing recommendations to worksite administrators for how to allocate bargaining unit member FTE at the worksite.**
7. **Forecasting/Course selection: a process engaged in at middle schools (grades 6-8) and high schools (grades 9-12), during which academic departments (e.g. math, science, language arts, CTE), in collaboration with worksite administrators, determine how many sections of each course within their department will be offered for the following academic year. During forecasting, bargaining unit members and administrators shall consider bargaining unit member workload and student and bargaining unit member preferences in making their decisions**
8. **Net decrease: for the purposes of this article, net decrease describes the total number of projected bargaining unit member positions in the district, minus confirmed retirements and other separations.**
9. **Total bargaining unit member FTE: FTE for all members of the BEA bargaining unit.**

### B. Process Preparations for Assignment

1. **No later than January 15th of each year, the District will administer a virtual staff preference survey for the coming academic year. The survey shall remain open for at least five days.**

2. **No later than February 1<sup>st</sup> of each year, The District will communicate anticipated FTE allocations to worksite administrators and the Association.**
3. Prior to the beginning of the staffing/hiring process, and no later than February 15th, The District and Association will meet to review the yearly sequence and tentative timeline for the following;
  - a. Rationale for positions designated as to “hard to fill” and exempted from the hiring/staffing timelines.
  - ~~b. Affirm timeline for staff preference survey.~~
  - b. Review Job Expo timeline, including tentative timeline for placing unassigned staff after the Job Expo.
  - c. Vacancy posting timeline.
4. **No later than February 22<sup>nd</sup> of each year, elementary class-size committees and secondary forecasting committees shall finalize their recommendations. In years when the District does not predict a decrease in net district bargaining unit member FTE, if the District allocates fewer total bargaining unit members at a worksite for the next academic year, the site administrators will solicit volunteers for voluntary transfer via a District-authored and maintained survey no later than February 22<sup>nd</sup>: the survey will remain open for five days. Any member who volunteers under the provisions of this section will be permitted to transfer, except as described below. In the event that more members volunteer than are necessary to meet the projected FTE at a worksite, volunteers will be accepted by seniority based on start date.**
5. **Prior to initiating the job expo as described in 12.C the District may hire a licensed temporary bargaining unit member into the open licensed position held by that bargaining unit member unless the position is to be filled by an bargaining unit member returning from leave or an bargaining unit member designated “unassigned” due to enrollment decline. If the temporary bargaining unit member is hired into the position, the position will not be posted.**
6. **No later than March 15, administrators will communicate tentative assignments to bargaining unit members at their worksite. Members will receive either their tentative assignment or a notice that they are “unassigned” and may face involuntary transfer.**

C. Job Expo

The District will offer a yearly internal Job Expo. Members who have been involuntarily transferred or who wish to seek a transfer to another building will have the opportunity to interview for position(s) for which they may qualify.

1. No later than ~~May 1st~~ **April 25th**, the District shall hold a Job Expo where all building administrators will meet with qualified internal applicants for positions on the known vacancy list. The District shall post the known vacancy list at least ~~five (5)~~ **ten (10)** days prior to the Job Expo. Any qualified **bargaining unit member** employee who is interested in a position on the vacancy list will be eligible to meet with the building administrator/designee. In years when the District is facing potential layoffs for licensed staff, the Job Expo may be waived by mutual agreement with the Association.
- ~~2. At least five days prior to the beginning of the Job Expo, unit members who may be involuntarily transferred from their current worksite/building will be notified.~~
- ~~3. During the Job Expo, bargaining unit members who may be involuntarily transferred will be given priority to interview for vacancies within matching areas of licensure and qualifications. If not selected through the Job Expo, bargaining unit members otherwise facing involuntary transfer will be placed by Human Resources. bargaining unit member preferences will be considered.~~
- 2. A bargaining unit member's attendance at the Job Expo will not be construed by the District as an indication of willingness to be, or interest in being, transferred.**
- 3. Upon completion of their interviews at the Job Expo, bargaining unit members shall complete a District-authored virtual preference survey to indicate which of the positions they interviewed for they would accept if offered. The preference survey will open twenty four hours after the conclusion of Job Expo interviews.**
  - a. HR will receive the results of the survey for positions for which principals interviewed members at the Job Expo. HR may offer a position to any member that indicated a willingness to accept a position at a given worksite in the survey.**
  - b. In the event a member does not match with a job offer via the survey, they will be given the option to stay at their current worksite or, in the event of projected declines in member FTE at their current worksite, noticed they may be subject to involuntary transfer. Contemporaneous to this notice, the District will publish an updated anticipated vacancy list to all "unassigned" members and the Association.**
4. Members on a **Plan of Mentorship or a** Plan of Assistance ~~or Plan of Awareness~~ are not eligible for the Job Expo.

#### **D. Placement after Job Expo**

**The District will administer a virtual survey for unit members who may be involuntarily transferred to confidentially express preferences to the District's Human Resources Department ("HR") for a position or positions on the updated anticipated vacancy list. HR will consider member preference when finalizing transfers.**

1. Subsection D(3) of this Article will not apply to unit members who accept a job through the Job Expo. Such members will be deemed voluntarily transferred.
2. During the period of time between February and August, if a position requiring the same licensure as the position from which an bargaining unit member was involuntarily transferred at the same site from which the bargaining unit member was transferred opens before August 15, the bargaining unit member who was transferred has the right to return to that position in lieu of the District opening it up as a vacancy.

12.D.2 applies to like positions. For example, if a classroom position opens before August 15th, an involuntarily transferred classroom teacher who has the licensure for the new opening must be offered the position. It does not apply to new positions that are substantially different than the position from which an bargaining unit member may have been transferred. For example, an involuntarily transferred classroom teacher does not have the right to a TOSA position if such a vacancy is subsequently posted.

E.D Involuntary Transfer

1. For involuntary transfers that occur after the licensed hiring season has commenced, volunteers shall be requested and considered before administrative transfers are initiated unless the reason for the involuntary transfer is ~~specific to the individual being transferred~~ **initiated by Human Resources to resolve personnel concerns.**
2. Administrators will survey staff about assignment preferences prior to the Job Expo each year so that bargaining unit member input can be considered before any transfers are made. In making an involuntary transfer, every effort will be made to consider the following factors:
  - a. bargaining unit member preferences
  - b. Grade/subject level experience
  - c. Licensure
  - d. Relevant training
  - e. Bilingual ability
  - f. Recency of previous involuntary transfers
  - g. Impact on an bargaining unit member's federally subsidized grant
3. If an ~~employee~~ **bargaining unit member** is involuntarily transferred, a conference with the initiating principal will be arranged if requested by the bargaining unit member to discuss the reasons for the transfer. If requested, the reasons for the transfer will be reduced to writing by the initiating principal, signed by all parties at the conference, and a copy given to the bargaining unit member.

4. An ~~employee~~ **bargaining unit member** shall be notified of a transfer between schools as soon as possible but at least ten (10) days prior to the effective date of the transfer, except in the case of an emergency or ~~changes in student enrollment~~ **as necessitated by student or member safety**.
- ~~5. When bargaining unit members are transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the bargaining unit member will plan for professional development for the bargaining unit member to be implemented throughout the first year.~~
- ~~6~~ 5. During the period of time between February and August, if a position requiring the same licensure as the position from which an bargaining unit member was involuntarily transferred at the same site from which the bargaining unit member was transferred opens before August 15, the bargaining unit member who was transferred has the right to return to that position in lieu of the District opening it up as a vacancy.
- 6. The provisions of this section (12.E), do not apply to bargaining unit members transferred as a result of personnel action or initiated by Human Resources as part of a personnel situation necessitating transfer.**

#### EF. Vacancies and Posting

1. At the completion of the internal staffing and transfer process, the District will prepare a list of all known vacancies which exist on that date due to **bargaining unit member** ~~employee~~ resignation, retirement, or an approved leave of absence. Before commencing the external hiring season, the District may hire a temporary **bargaining unit member** ~~employee~~ into the position held by that **bargaining unit member** ~~employee~~ unless the position is to be filled by an **bargaining unit member** ~~employee~~ returning from leave or an **bargaining unit member** ~~employee~~ being reassigned. If the temporary **bargaining unit member** ~~employee~~ is hired into the position, the position will not be posted. If the position is not filled by the temporary **bargaining unit member** ~~employee~~, by an **bargaining unit member** ~~employee~~ returning from leave, or by an **bargaining unit member** ~~employee~~ being reassigned, it will be posted. The list will be posted on the District ~~e-mail system~~ **website**.
2. An **bargaining unit member** ~~employee~~ may apply for any or all categories of transfers, provided the **bargaining unit member** ~~employee~~ meets the requirements for each type of transfer. Continuity of evaluation will be a factor in considering transfer applications by probationary **bargaining unit member** ~~employee~~.
3. Temporary **bargaining unit members** ~~employees~~ may apply and be interviewed for posted vacancies.
4. Principals must interview two (2) contracted or probationary **bargaining unit members** ~~employees~~ for each vacancy, provided at least two apply.
5. Members on a **Plan of Mentorship or a** ~~Plan of Assistance or Plan of Awareness~~ are not eligible to apply for vacancies.

6. To be considered, applications for a posted vacancy must be received by the Human Resource Department before the vacancy posting closes. **bargaining unit members** Employees may apply for specific vacancies through August 30; however, after August 15, the **bargaining unit member employee** must have the concurrence of the building principal.
7. An **bargaining unit member** employee who files timely applications for such vacancies will be given consideration along with other qualified applicants. However, the principal must interview at least two (2) contracted or probationary **bargaining unit members** employees who have applied for a posted vacancy, unless fewer have applied.
8. When the Human Resource Department makes an offer of a specific position, the **bargaining unit member** employee will be notified. Any such offer made to an **bargaining unit member** employee by the Human Resource Department must be accepted or rejected by the **bargaining unit member** employee within 24 hours following acknowledged notification by the District. Any such offer made by the Human Resource Department will be confirmed in writing.

#### **FG.** Selection of Candidates

Selection of a candidate for each position, whether within or from outside the District, shall be at the discretion of the school administration.

#### **GH.** Information Opportunities

1. The Human Resource Department will establish a yearly meeting for **bargaining unit members** employees who are considering a transfer. The purpose of this meeting will be to provide helpful hints for interviewing and for file review. Such a meeting will be entirely voluntary on the part of **bargaining unit members** employees.
2. Upon request by an **bargaining unit member** employee, the Human Resource Department will also make available an individual meeting for any **bargaining unit member** employee who has applied for transfer and has not been successful. The purpose of this meeting is to provide the bargaining unit member feedback as to the reason(s) the **bargaining unit member** employee did not receive a transfer. It is understood that this meeting will be an attempt to counsel the individual **bargaining unit member** employee. The subject of this meeting will not be subject to just cause and/or the grievance procedure. Any request by an **bargaining unit member** employee for such a meeting shall be within a reasonable time after the transfer process is completed.

#### **HI.** Assistance

1. **Bargaining unit members** Employees who are involuntarily transferred or have their grade level or subject area changed shall be allowed released time or extended contract for moving to a new assignment as follows:
  - a. ~~If notified of the transfer by June 30, then no time for relocation.~~ **If notified of the transfer by the last student contact day, the member will receive one day of extended contract pay.**

- b. If notified of the transfer by August ~~14~~ **7** ~~but after the last student contact day, then one day of time for relocation,~~ **the member will receive two days of extended contract.**
  - c. If notified of the transfer or change in grade level/subject area after August ~~14~~ **7**, ~~then two days of time for relocation and preparation.~~ **then three days of release time prior to student contact time.**
2. If an **bargaining unit member** employee is moving to a new classroom or workspace, the District shall transport the **bargaining unit member's** employee's books, materials and other personal belongings related to the assignment.
  3. **When bargaining unit members are transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the bargaining unit member will plan for professional development for the bargaining unit member to be implemented throughout the first year. The plan will be available in writing upon request by the member or the Association.**

#### H. Trading Worksites

Beginning with the 2023-2024 school year, two qualified bargaining unit members may express an interest in trading worksites by submitting a request by July 15th. To initiate a worksite trade, the involved bargaining unit members must:

1. Receive the approval of the supervising administrators at the respective worksites.
2. Send written notice to the Human Resources Department, which includes the names of the bargaining unit members, their respective licensure, the worksites involved in the trade, and a description of the specific assignments.
3. Worksite trades must have the approval of the Human Resources Department.