

ARTICLE 12: VACANCIES AND TRANSFERS

Article 12.B through F as delineated below are held in
abeyance and replaced by Appendix J
through June 30, 2024~~76~~.

A. Definitions

1. Assignment: A bargaining unit position identified by worksite, FTE, grade level, subject, or specialist position.
2. Vacancy: An unoccupied bargaining unit assignment that is to be filled.
3. Transfer: A change in worksite, initiated by either the employee (voluntary) or District (involuntary). For Grades K-5, a change in assignment of more than two grade levels for classroom teachers shall also constitute a transfer. ~~A bargaining unit member may be involuntarily transferred no more than once every three academic years.~~

B. Vacancies and Posting

1. Starting the third Monday in April and continuing every week until August 1, the District will prepare a list of all known vacancies which exist on that date due to employee resignation, retirement, or an approved leave of absence. Between April 1 and the third Monday in April, the District may hire a temporary employee into the position held by that employee unless the position is to be filled by an employee returning from leave or an employee being reassigned due to enrollment decline. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned due to enrollment decline, it will be posted. The list will be posted on the District email system.
2. An employee may apply for any or all categories of transfers set forth in Sections B and C of this Article, provided the employee meets the requirements for each type of transfer. Continuity of evaluation will be a factor in considering transfer applications by probationary employees.

3. Only contract and probationary employees are eligible to be transferred between buildings. Temporary employees may apply and be interviewed for openings provided the principal interviews two (2) other employees who are contract and/or probationary.

C. Specific Transfers

1. An employee not on a Plan of Assistance, or Plan of Awareness who has or will have the appropriate certification on the date the assignment begins, may apply for specific openings listed on the vacancy notices.
2. To be considered, applications for a specific vacancy must be received by the Human Resources Department no later than the Monday following the date of the vacancy notice. Employees may apply for specific vacancies through August 30; however, after August 15, the employee must have the concurrence of the building principal. Before the end of the school year, applications must be sent via the building principal. After the end of the school year, the Human Resource Department will send a copy of the application to the building principal.
3. An employee who files timely applications for such specific transfers will be given consideration along with other qualified applicants. However, the principal must interview at least two (2) employees who have requested a specific transfer to that position unless fewer have applied.
4. When the Human Resource Department makes an offer of a specific position, the employee will be notified. Any such offer made to an employee by the Human Resource Department must be accepted or rejected by the employee within 24 hours following acknowledged notification by the District. Any such offer made by the Human Resource Department will be confirmed in writing.

D. Administrative Transfers

1. Employees may request an administrative transfer through their administrator or the Administrators for Licensed Personnel.
2. When transfers are initiated by the administration, each principal shall notify employees of the needs and criteria for anticipated staff transfers in their building prior to commencing the administrative transfer process. Volunteers shall be requested and considered before administrative transfers are initiated.
3. If an individual transfer is initiated by the administration, a conference with the initiating principal will be arranged if requested by the employee 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 employee.

4. An employee 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.
5. When employees are transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the employee will plan for professional development for the employee to be implemented throughout the first year.

E. 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.

F. Information Opportunities

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

G. Assistance

1. Employees **Bargaining unit members** who transfer **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~~ **last student contact day**, then no time for relocation.
 - b. If notified of the transfer by August ~~14~~ **7**, then one day of time for relocation.
 - c. If notified of the transfer or change in grade level/subject area after August 14, then two days of time for relocation and preparation.

2. **If a member is moving to a new classroom or workspace,** ~~the~~ District shall transport their ~~employee's~~ books, materials and other personal belongings related to the assignment.
3. **When bargaining unit members are reassigned to a new subject area or program they have not taught within the last 10-6 years, the bargaining member will be offered mutually agreed upon professional development upon request to their supervisor/administrator.**

H. Trading Worksite

Two qualified bargaining unit members may express an interest in a voluntary transfer to trade worksites by submitting a request no later than July 15. 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.**

APPENDIX J

ARTICLE 12 MOU AGREEMENT

The District and the Association acknowledge their mutual interest in increasing transparency and accessibility to the transfer process for licensed staff and minimizing disruption to staff and students. The purpose of this agreement is to explore ~~on a pilot basis~~ ways to advance these mutual interests. This Memorandum of Understanding ~~takes effect upon ratification and~~ shall be reviewed and adjusted yearly by the parties. ~~beginning fall of 2024-2025. 2023-2024. Such review shall occur no later than October 1st for the term of this contract, ending June 30, 2024.~~ This Memorandum of Understanding supersedes the terms of Collective Bargaining Agreement Article 12 as delineated below.

~~**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 employee (voluntary) or District (involuntary).~~

A. Process Staffing Preparation

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;

1. Rationale for positions designated as ~~to "hard to fill"~~ **priority** and exempted from the hiring/staffing timelines.

2. Affirm timeline for staff preference survey. **The staffing survey shall remain open for at least five days.**

3. Review Job Expo timeline, including tentative timeline for placing unassigned staff. ~~after the Job Expo.~~

4. Vacancy posting timeline.

B. Temporary Hires

Prior to initiating the Job Expo 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 a bargaining unit member returning from leave or a bargaining unit member designated "unassigned." If the temporary bargaining unit member is hired into the position, the position will not be posted.

E.C. Job Expo

The District will offer a yearly internal Job Expo. **Licensed bargaining unit 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, ~~the official start of general external posting season, the~~ District shall hold a Job Expo where all building administrators will meet with qualified **probationary or contracted** internal applicants for positions on the known vacancy list. The District shall post the known vacancy list at least five (5) **calendar** days prior to the Job Expo. Any qualified **probationary or contracted bargaining unit member** 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 (5) **calendar** days prior to the beginning of the Job Expo **all members will be notified of their assignments.**
- ~~3. At least five (5) calendar 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, **probationary or contracted bargaining unit members** who ~~were~~ 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. Employee preferences will be considered.~~
- ~~5-4. Members on a Plan of Assistance or Plan of Awareness are not eligible for the Job Expo.~~
5. **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.**

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 **bargaining unit members** about assignment

preferences prior to the Job Expo each year so that ~~employee~~ **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. Employee preferences
 - b. Grade/subject level experience
 - c. Licensure
 - d. Relevant training
 - e. Bilingual ability
 - f. Recency of previous involuntary transfers
 - g. Impact on an employee's federally subsidized grant
3. If an **bargaining unit member** is involuntarily transferred, a conference with the initiating principal will be arranged if requested by the employee 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 employee.
 4. An **bargaining unit member** employee 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, **necessitated by student or member safety** or changes in student enrollment.
 5. When ~~a **bargaining unit member** employees are~~ **is** transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the employee will plan for professional development for the employee to be implemented throughout the first year.
 6. During the period of time ~~between~~ February and August if a position **at the same site and** requiring the same licensure as the position from which an **member** was involuntarily transferred, ~~at the same site from which the employee was transferred,~~ opens before **August 15, August 1st** the **member** who was transferred has the right to return to that position in lieu of the District opening it up as a vacancy. **This provision does not apply to positions that are substantially different than the position from which a bargaining unit member may have been transferred. An involuntarily transferred classroom teacher does not have the right to a TOSA position if such a vacancy is posted at their previous site.**

7. The conditions in section D (except D-2) of this appendix will not apply to unit members who accept a job through the Job Expo. Such members will be deemed voluntarily transferred.

8. The provisions of this section 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.

E. 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 employee resignation, retirement, or an approved leave of absence. Before commencing the external hiring season, the District may hire a temporary employee into the position held by that employee unless the position is to be filled by an **bargaining unit member** returning from leave or ~~an employee~~ being reassigned. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, ~~by an employee~~ returning from leave, or by an employee being reassigned, it will be posted. The list will be posted **externally** on the District ~~e-mail system~~ **website**.
2. An **bargaining unit member** ~~employee~~ may apply for any or all categories of transfers, provided ~~they~~ **they** meets the requirements for each type of transfer. Continuity of evaluation will be a factor in considering transfer applications by probationary employees.
3. Temporary employees may apply and be interviewed for posted vacancies.
4. Principals must interview two (2) contracted or probationary employees for each vacancy, provided at least two apply.
5. Members on 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. **Current** ~~Former~~ employees may apply for specific vacancies through August 30; however, after August 15, ~~they~~ **employee** must have the concurrence of their **current** building principal.
7. A **current** ~~former~~ 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 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 ~~employee~~ **bargaining unit member** will be notified. Any such offer made to an ~~employee~~ **bargaining unit member** by the Human Resource Department must be accepted or

rejected by the ~~employee~~ **bargaining unit member** within 24 hours following acknowledged notification by the District. Any such offer made by the Human Resource Department will be confirmed in writing.

F. Selection of Candidates

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

G. Information Opportunities

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

H. Assistance

1. ~~Employees~~ **Bargaining unit members** 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.
 - b. If notified of the transfer by August 14, then one day of time for relocation.
 - c. If notified of the transfer or change in grade level/subject area after August 14, then two days of time for relocation and preparation.
2. If an employee ~~member~~ is moving to a new classroom or workspace, the District shall transport their employee's books, materials and other personal belongings related to the assignment.

I. Trading Worksites

Beginning with the 2023-2024 ~~2024-2025~~ school year, two qualified employees

~~bargaining unit members~~ may express an interest in trading worksites by submitting a request by July 15th. To initiate a worksite trade, the involved employees 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 employees, 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.~~

For BEA

Date:

For BSD

Date: