

ARTICLE 8

TRANSFER OF CERTIFICATED PERSONNEL

8.1 DEFINITIONS

- 8.1.1 *Assignment* shall mean the initial, and/or new placement in a specific work site and department/grade level(s) in the District by the administration, via the application process.
- 8.1.2 *Reassignment* shall mean the change from one (1) instructional department/grade level to another at the same work location.
- 8.1.3 A *transfer* is the movement of a bargaining unit member from one (1) school site or facility to another school site or facility, in the same or similar position as authorized by their credential(s).
- 8.1.4 A *voluntary transfer* is initiated by a bargaining unit member.
- 8.1.5 An *involuntary transfer* is initiated by the Superintendent, or designee.
- 8.1.6 An *administrative transfer* is initiated by the Superintendent, or designee, upon a finding as delineated in section 8.5.

8.2 POSTINGS FOR VACANCIES

- 8.2.1 When a vacancy is identified, first consideration shall be given to bargaining unit members at the site. The site administration or designee shall post the vacancy via email at the site for a period of three (3) full business days, closing at 4 pm on the third full day after posting.
- 8.2.2 Concurrently the District shall post the vacancy via email to all bargaining unit members for a period of three (3) full business days, closing at 4 pm on the third full day after posting. The posting will include site, subject, or grade level (subject to change), and closing date. The District may simultaneously recruit for the vacancy from any other source.
- 8.2.3 Business days are inclusive of summer months and exclusive of Fall, Winter, and Spring Break and District observed holidays.
- 8.2.4 Should the vacancy be filled by a bargaining unit member at the site, the site/District may proceed with filling any subsequent related vacancy immediately.
- 8.2.5 If the vacancy is not filled by a site bargaining unit member, the position may be filled immediately from the transfer requests or outside candidates.

8.3 VOLUNTARY TRANSFERS

8.3.1 Criteria

In all cases of voluntary transfer, when the foregoing criteria are substantially equal, seniority shall determine the bargaining unit member selected for transfer. The District

may use an oral interview, pursuant to Article 8.3.2 to evaluate candidates based on the following criteria:

- (A) The bargaining unit member has proper credentialing for the position.
- (B) The bargaining unit member has a minimum overall “proficient” or “developing” on their most recent evaluation. The evaluation should not have any serious deficiencies in performance for which the District is providing a continuing program of positive assistance.
- (C) The bargaining unit member has not exercised their voluntary transfer rights within the current school year. Exceptions to this rule shall be allowed upon mutual agreement by the District and the bargaining unit member.
- (D) The bargaining unit member is qualified to teach students pursuant to the program requirements of the position.
- (E) If the bargaining unit member does not have permanent status, a transfer may complicate the applicant’s efforts to attain permanent status.

8.3.2 Procedure

- (A) The Human Resources Department will offer an interview to the five (5) most senior bargaining unit members who have filed an application by the closing date who meet the criteria in Article 8.3.1. Without prior notification, failure to attend a scheduled interview could result in the forfeiture of transfer rights for the remainder of that school year.
- (B) The immediate supervisor, or designee(s), of the vacant position will conduct an interview of the transfer applicants and any other eligible applicant the Human Resources Department has selected for an interview.
- (C) The Human Resources Department shall notify, in writing, all transfer applicants of the disposition of their request as soon after the completion of interviews as administratively practical. The notification letter shall include reason(s) for denial of a transfer. Bargaining unit members interviewed but not selected may request, in writing, specific reason(s) for denial. Such reasons shall be given in writing.
- (D) When it is in the best interest of students and learning, once the school year has begun, bargaining unit members may be required to delay an approved transfer until the beginning of the next instructional break (end of Semester 1 or end of Quarter 3), or beginning of the next school year, whichever is first. In the event a transfer is to take place within four (4) weeks prior to state testing, the approved transfer may be delayed until immediately after the testing is completed.

8.4 INVOLUNTARY TRANSFER

8.4.1 Criteria

The District may involuntarily transfer bargaining unit members only for the following reasons:

- (A) To accommodate the geographical shifts of the student population.
- (B) To provide for increasing or decreasing enrollment.
- (C) To accommodate the opening or closing of schools.
- (D) To meet credential compliance.

8.4.2 Involuntary transfer shall not be punitive or capriciously undertaken.

8.4.3 Procedure

- (A) Before the District determines that a position will be filled by an involuntary transfer, it will seek volunteers among those members of the staff at the site who are qualified.
- (B) The selection of the bargaining unit member to be transferred shall be based upon the needs of the instructional program and/or credential.
- (C) If a position is filled by an involuntary transfer, the qualified member with the least District seniority shall be selected.
- (D) When a bargaining unit member is involuntarily transferred, the District shall:
 - (1) Provide notice of the involuntary transfer to the bargaining unit member as soon as practical and conference with the respective bargaining unit member not less than five (5) working days prior to the transfer.
 - (2) Provide, upon written request, the reasons for the transfer in writing.
 - (3) Provide the bargaining unit member with two (2) days release time to set up the new class in the event a bargaining unit member is transferred involuntarily during the instructional year.
 - (4) Provide transportation of instructional materials from the old site to the new site when an involuntary transfer occurs.
- (E) Bargaining unit members shall have first right to available positions for which they are qualified at the site from which they were involuntarily transferred. The duration of this right is one (1) year from the date of the involuntary transfer.

8.4.4 Procedures for involuntary transfers involving Shared Contracts

A Shared Contract Team's seniority will be based on the District seniority of the least senior partner. If it becomes necessary that the Team assignment would be the assignment involuntarily transferred, the Shared Contract Team will be transferred to another site or the Team may request to dissolve the shared contract and both return to full-time employment, at the discretion of the District. This will only be considered when

there are two (2) positions available in the District and the staff having to be moved are qualified to teach in the positions available.

8.5 ADMINISTRATIVE TRANSFER

8.5.1 Criteria

A bargaining unit member may be administratively transferred when the Superintendent, or designee, has determined that one of the following causes exists for the transfer:

- (A) Circumstances necessitating a transfer as an intervention to remedy a situation negatively impacting the school or the educational program.
- (B) To ensure the safe, orderly, and efficient operation of the school or District.
- (C) Failure to transfer the employee may jeopardize the safety and welfare of the employee and or students and other staff.
- (D) Performance evaluations indicate that the employee is unable or unwilling to meet the needs of students in the current assignment.

8.5.2 Procedure

- (A) Provide notice of the administrative transfer to the bargaining unit member as soon as practical and conference with the respective bargaining unit member not less than five (5) working days prior to the transfer.
- (B) Provide, upon written request, the reasons for the transfer in writing.
- (C) Provide the bargaining unit member with two (2) days of release time to set up the new class in the event the bargaining unit member is transferred administratively during the instructional year.
- (D) Provide transportation of instructional materials from the old site to the new site.

8.5.3 The Superintendent, or designee, shall have the authority to limit the total number of transfers to any newly opened school or program to no more than 15% of the faculty of any school of origin.

8.5.4 Administrative transfers shall not be made for arbitrary, capricious or unlawfully discriminatory reasons.

8.5.5 Transfer under section 8.5 shall be considered non-prejudicial and records of the transfer action or decision will not be considered to be documentation of discipline for purposes of Article 19 (Just Cause).

8.6 VOLUNTARY REASSIGNMENT

8.6.1 Principal shall solicit staff preference no later than March 1. By the last Friday in the month of April, the principal will announce the anticipated vacancies for the subsequent school year. These anticipated vacancies will be posted via email at the site for a period of three (3) business days, prior to the end of the instructional year.

8.6.2 Criteria

Consideration of requests for voluntary reassignment shall be made on the following basis:

- (A) Applicant has the proper credentialing for the position.
- (B) Legitimate, education related purposes.

8.6.3 Procedures

- (A) Any bargaining unit member who wishes to request a reassignment to a vacancy shall submit a written request to the Principal within the site posting period as per section 8.2.
- (B) The principal shall notify in writing all reassignment applicants of their disposition as soon as administratively practical.

8.7 INVOLUNTARY REASSIGNMENT

8.7.1 Criteria

Principals shall reassign bargaining unit members for the following reasons:

- (A) To accommodate shifts of the student population.
- (B) To provide for increasing or decreasing enrollment.
- (C) To implement plans for efficient use of classroom facilities.
- (D) To accomplish legitimate educationally related purposes.

8.7.2 Before a principal determines that a position will be filled by an involuntary reassignment, they will consider volunteers among those members of the staff at the site who are qualified.

8.7.3 Involuntary reassignments shall not be done for punitive, arbitrary or capricious reasons.

8.7.4 Procedure

- (A) When reassigning a bargaining unit member, the Principal shall:
 - (1) Provide notice of any involuntary reassignment to the bargaining unit member as soon as practical.
 - (2) Offer to conference with the respective bargaining unit member as soon as possible prior to the reassignment.
 - (3) Provide, upon request, the reasons for reassignment in writing.
 - (4) Provide relocation assistance of instructional materials from the current classroom to the new classroom.

- (5) When involuntary reassignment occurs during the instructional year, provide the bargaining unit member with one day of release time (or the equivalent in additional duty hours compensated at certificated hourly rate) if the bargaining unit member has not taught the subject/grade within the last year and two days release time (or equivalent in additional duty hours at certificated hourly rate) if the bargaining unit member has not taught the subject or grade within the last two years or if the reassignment involves a classroom relocation of at least 50% of the teaching assignment.

8.8 NOTICE OF ASSIGNMENT

8.8.1 All bargaining unit members shall be notified of their assignment for the following year at least two (2) weeks prior to the end of their current work year, realizing, however, that circumstances may necessitate a change in assignment.

8.8.2 Should a change in assignment occur while the bargaining unit member is between instructional years, the administrator or designee will notify them as soon as the change is known.

8.9 HIRING FROM OUTSIDE THE DISTRICT

Nothing contained herein shall be deemed to restrict the District's right to hire from outside the District.