

1 ARTICLE 8
2 TRANSFER OF CERTIFICATED PERSONNEL

3 8.1 DEFINITIONS

4 8.1.1 *Assignment* shall mean the initial, and/or new placement in a specific work site
5 and department/grade level(s) in the District by the administration, via the application process.

6 8.1.2 *Reassignment* shall mean the change from one (1) instructional
7 department/grade level to another at the same work location.

8 8.1.3 A *transfer* is the movement of a bargaining unit member from one (1) school
9 site or facility to another school site or facility, in the same or similar position as authorized by
10 their credential(s).

11 8.1.4 A *voluntary transfer* is initiated by a bargaining unit member.

12 8.1.5 An *involuntary transfer* is initiated by the Superintendent, or designee.

13 8.1.6 An *administrative transfer* is initiated by the Superintendent, or designee, upon
14 a finding as delineated in section 8.6.

15 8.2 POSTINGS FOR VACANCIES

16 When a vacancy is identified at a site/District location after the first full six (6)
17 weeks of the school year, up to March 1, first consideration shall be given to bargaining unit
18 members at the site. The vacancy shall be posted for a period of two (2) days at the site and/or
19 locations accessible to bargaining unit members, including via email. Should the vacancy be
20 filled by a bargaining unit member at the site, the site/District may proceed with filling any
21 subsequent related vacancy immediately. If the vacancy is not filled by a site bargaining unit
22 member, the position may be posted by the District and filled immediately from the transfer
23 pool or outside candidates.

1 8.2.1 The posting will include site, subject or grade level (subject to change), track,
2 and closing date. The District may simultaneously recruit for the vacancy from
3 any other source.

4 8.3 TRANSFER POOL

5 Any bargaining unit member who wishes to request a transfer after the first six
6 (6) weeks of the school year, and prior to March 1 shall submit a written request to the Human
7 Resources Department by the closing date specified in the posting, but no later than April 1.
8 Any transfer must be in accordance with Article 8.4.

9 8.3.1 Transfer requests must be on file no later than April 1, to be considered for vacancies
10 for the following school year.

11 8.3.2 Transfer requests shall expire by March 1 of every year.

12 8.4 VOLUNTARY TRANSFERS

13 8.4.1 Criteria

14 8.4.1.1 In all cases of voluntary transfer, when the foregoing criteria are substantially
15 equal, seniority shall determine the bargaining unit member selected for transfer. The District
16 may use an oral interview, pursuant to Article 8.4.2 to evaluate candidates based on the
17 following criteria:

18 8.4.1.2 The bargaining unit member has proper credentialing for the position.

19 8.4.1.3 The bargaining unit member has a minimum overall “proficient” or
20 “developing” on his/her most recent evaluation. The evaluation should not have any serious
21 deficiencies in performance for which the District is providing a continuing program of positive
22 assistance.

1 8.4.1.4 The bargaining unit member has not exercised his/her voluntary transfer rights
2 within the past year. Exceptions to this rule shall be allowed upon mutual agreement by the
3 District and the bargaining unit member.

4 8.4.1.5 The bargaining unit member is qualified to teach students pursuant to the
5 program requirements of the position.

6 8.4.1.6 If the bargaining unit member does not have permanent status, a transfer may
7 complicate the applicant's efforts to attain permanent status.

8 8.4.2 Procedure

9 8.4.2.1 The Human Resources Department will offer an interview to the five (5) most
10 senior bargaining unit members who have filed an application by the closing date who meet the
11 criteria in Article 8.4.1. Without prior notification, failure to attend a scheduled interview
12 could result in the forfeiture of transfer rights for the remainder of that school year.

13 8.4.2.2 The immediate supervisor, or designee(s), of the vacant position will conduct an
14 interview of the transfer applicants and any other eligible applicant the Human Resources
15 Department has selected for an interview.

16 8.4.2.3 The Human Resources Department shall notify, in writing, all transfer applicants
17 of the disposition of their request as soon after the completion of interviews as administratively
18 practical. The notification letter shall include reason(s) for denial of a transfer. Bargaining unit
19 members interviewed but not selected may request, in writing, specific reason(s) for denial.
20 Such reasons shall be given in writing.

21 8.4.2.4 When it is in the best interest of students and learning, once the school year has
22 begun, bargaining unit members may be required to delay an approved transfer until the
23 beginning of the next instructional break, or beginning of the next school year, whichever is

1 first. In the event a transfer is to take place within four (4) weeks prior to state testing, the
2 approved transfer may be delayed until immediately after the testing is completed.

3 8.5 INVOLUNTARY TRANSFER

4 8.5.1 Criteria

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

7 8.5.1.1 To accommodate the geographical shifts of the student population.

8 8.5.1.2 To provide for increasing or decreasing enrollment.

9 8.5.1.3 To accommodate the opening or closing of schools.

10 8.5.1.4 To meet credential compliance.

11 8.5.2 Involuntary transfer shall not be punitive or capriciously undertaken.

12 8.5.3 Procedure

13 8.5.3.1 Before the District determines that a position will be filled by an involuntary
14 transfer, it will seek volunteers among those members of the staff at the site who
15 are qualified.

16 8.5.3.2 The selection of the bargaining unit member to be transferred shall be based
17 upon the needs of the instructional program and/or credential.

18 8.5.3.3 If a position is filled by an involuntary transfer, the qualified member with the
19 least District seniority shall be selected.

20 8.5.3.4 When a bargaining unit member is involuntarily transferred, the District shall:

21 8.5.3.5 Provide notice of the involuntary transfer to the bargaining unit member as soon
22 as practical and conference with the respective bargaining unit member not less than five (5)
23 working days prior to the transfer.

24 8.5.3.6 Provide, upon written request, the reasons for the transfer in writing.

1 8.5.3.7 Prevent vacancies from being filled by means of an involuntary transfer, when
2 practicable, when there is a request on file by a bargaining unit member that meets all of the
3 criteria for voluntary transfer.

4 8.5.3.8 Provide the bargaining unit member with two (2) days release time to set up the
5 new class in the event a bargaining unit member is transferred involuntarily during the
6 instructional year.

7 8.5.3.9 Provide transportation of instructional materials from the old site to the new site
8 when an involuntary transfer occurs.

9 8.5.3.10 Bargaining unit members shall have first right to available positions for which
10 they are qualified at the site from which they were involuntarily transferred. The duration of
11 this right is one (1) year from the date of the involuntary transfer.

12 8.5.4 Procedures for involuntary transfers involving Shared Contracts

13 A Shared Contract Team's seniority will be based on the District seniority of the
14 least senior partner. If it becomes necessary that the Team assignment would be the assignment
15 involuntarily transferred, the Shared Contract Team will be transferred to another site or the
16 Team may request to dissolve the shared contract and both return to full-time employment, at
17 the discretion of the District. This will only be considered when there are two (2) positions
18 available in the District and the staff having to be moved are qualified to teach in the positions
19 available.

20 8.6 ADMINISTRATIVE TRANSFER

21 8.6.1 Criteria

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

1 8.6.1.1 Circumstances necessitating a transfer as an intervention to remedy a situation
2 negatively impacting the school or the educational program.

3 8.6.1.2 To ensure the safe, orderly and efficient operation of the school or District.

4 8.6.1.3 Failure to transfer the employee may jeopardize the safety and welfare of the
5 employee and or students and other staff.

6 8.6.1.4 Performance evaluations indicate that the employee is unable or unwilling to
7 meet the needs of students in the current assignment.

8 8.6.2 Procedure

9 8.6.2.1 Provide notice of the administrative transfer to the bargaining unit member as
10 soon as practical and conference with the respective bargaining unit member not less than five
11 (5) working days prior to the transfer.

12 8.6.2.2 Provide, upon written request, the reasons for the transfer in writing.

13 8.6.2.3 Provide the bargaining unit member with two (2) days of release time to set up
14 the new class in the event the bargaining unit member is transferred administratively during the
15 instructional year.

16 8.6.2.4 Provide transportation of instructional materials from the old site to the new site.

17 8.6.3 The Superintendent, or designee, shall have the authority to limit the total
18 number of transfers to any newly opened school or program to no more than 15% of the faculty
19 of any school of origin.

20 8.6.4 Administrative transfers shall not be made for arbitrary, capricious or unlawfully
21 discriminatory reasons.

22 8.6.5 Transfer under section 8.6 shall be considered non-prejudicial and records of the
23 transfer action or decision will not be considered to be documentation of discipline for purposes
24 of Article 19 (Just Cause).

1 8.7 VOLUNTARY REASSIGNMENT

2 8.7.1 Principal shall solicit staff preference no later than March 1. By the last Friday
3 in the month of April, the principal will announce the anticipated vacancies for the subsequent
4 school year. These vacancies will be posted at the site for a period of two (2) days, prior to the
5 end of the instructional year.

6 8.7.2 Criteria

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

9 8.7.2.1 Applicant has the proper credentialing for the position.

10 8.7.2.2 Legitimate, education related purposes.

11 8.7.3 Procedures

12 8.7.3.1 Any bargaining unit member who wishes to request a reassignment to a vacancy
13 shall submit a written request to the Principal within the site posting period as per Article 8.2.

14 8.7.3.2 The principal shall notify in writing all reassignment applicants of their
15 disposition as soon as administratively practical.

16 8.8 INVOLUNTARY REASSIGNMENT

17 8.8.1 Criteria

18 Principals shall reassign bargaining unit members for the following reasons:

19 8.8.1.1 To accommodate shifts of the student population.

20 8.8.1.2 To provide for increasing or decreasing enrollment.

21 8.8.1.3 To implement plans for efficient use of classroom facilities.

22 8.8.1.4 To accomplish legitimate educationally related purposes.

1 8.8.2 Before a principal determines that a position will be filled by an involuntary
2 reassignment, he/she will consider volunteers among those members of the staff at the site who
3 are qualified.

4 8.8.3 Involuntary reassignments shall not be done for punitive, arbitrary or capricious
5 reasons.

6 8.8.4 Procedure

7 When reassigning a bargaining unit member, the principal shall:

8 8.8.4.1 Provide notice of any involuntary reassignment to the bargaining unit member
9 as soon as practical.

10 8.8.4.2 Offer to conference with the respective bargaining unit member as soon as
11 possible prior to the reassignment.

12 8.8.4.3 Provide, upon request, the reasons for reassignment in writing.

13 8.8.4.4 When involuntary reassignment occurs during the instructional year, provide the
14 bargaining unit member with one day of release time (or the equivalent in additional duty hours
15 compensated at certificated hourly rate) if the bargaining unit member has not taught the
16 subject/grade within the last year and two days release time (or equivalent in additional duty
17 hours at certificated hourly rate) if the bargaining unit member has not taught the subject or
18 grade within the last two years or if the reassignment involves a classroom relocation of at least
19 50% of the teaching assignment.

20 8.8.4.5 Provide relocation assistance of instructional materials from the current
21 classroom to the new classroom.

22 8.9 NOTICE OF ASSIGNMENT

1 8.9.1 All bargaining unit members shall be notified of their assignment for the
2 following year at least two (2) weeks prior to the end of their current work year, realizing,
3 however, that circumstances may necessitate a change in assignment.

4 8.9.2 Should a change in assignment occur while the bargaining unit member is
5 between instructional years, the administrator or his/her designee will notify him/her as soon as
6 the change is known.

7 8.10 HIRING FROM OUTSIDE THE DISTRICT

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