

## **ARTICLE 8 – ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS**

### **8.1 Definitions:**

- 8.1.1 A “transfer” is defined as a change in a Member’s assignment from one work site to a different work site.
- 8.1.2 A “reassignment” is defined as a change in a Member’s teaching assignment from one department to a different department at the same work site, or within the same program or a change in a Member’s teaching assignment from one grade to a different grade at the same site, or from one subject area to a different subject area at the same site.
- 8.1.3 A “vacancy” is defined as an unfilled certificated employment position to which no Member is assigned.
- 8.1.4 A “voluntary transfer” is defined as a transfer initiated by the Member and approved by the District.
- 8.1.5 An “involuntary transfer” is defined as a transfer initiated by the District, based on the reasons set forth in Section 8.4.1.
- 8.1.6 An “administrative transfer with good cause” is a transfer initiated by the District on the grounds set forth in Section 8.5.

8.2 Listing of Members in Positions: The Association shall be provided by September 15 each year with a list of all Members, their positions and site/department for that school year.

### **8.3 Assignment and Reassignment:**

8.3.1 Annual Notification of Assignment for Next School Year: Members will be notified of tentative assignments by March 1. A member will be notified in writing within five (5) work days prior to the end of school or as soon as reasonably practicable of the Member’s permanent assignment and, to the extent possible, major extra duty assignments for the coming school year. Should a scheduling or staffing change occur during the summer that necessitates a change in a Member’s announced assignment, the employee shall be notified in writing as soon as the change is finalized.

8.3.1.1 Assignment of School Psychologist, Speech Language Pathologist, Program Specialist and School Nurses:

8.3.1.1.1 Members of these Specialty Groups may submit preferences for work assignments for the following year to the Executive Director or designee by February 15.

8.3.1.1.2 By March 1, the Executive Director of Special Education or designee will notify, in writing, of the Member's tentative assignment for the following year. If there is a change in assignment after that date, the Member will be notified and given the opportunity to discuss the change. The District shall determine assignments based on student and District needs and Member preferences.

8.3.2 Reassignment:

8.3.2.1 A Member may submit a written request for reassignment to the site administrator as vacancies at the site occur. The site administrator will determine if a reassignment is appropriate based on the needs of the District.

8.3.2.1.1 Any qualified Member at a site who applies for a vacancy at the site shall be considered for the vacancy.

8.3.2.1.2 When there is a vacancy at a site, the site administrator will make every reasonable effort to notify Members at the site of the vacancy. The site administrator may then permit Members at that site to fill the vacancy prior to posting the vacant position in the District postings.

8.3.2.2 A Reassignment may be initiated by the District for any of the following reasons; including, but not limited to, a decrease in the number of students at a site, department or program, the elimination or reduction of programs, the opening or closing of schools or programs, layoffs, a decrease in funding in a program, department, or subject matter, or a change or increase in required qualifications that the Member does not possess. Any change will be discussed with the Member before it is implemented.

8.3.2.2.1 Members reassigned to another school site after July 30 through the balancing date to a grade level different from that assigned on July 29 shall be reimbursed up to \$500 for previously purchased educational supplies and materials with submission of reimbursement form and required documentation (i.e. receipts for purchases).

8.3.3 Assignments and reassignments will not be made in an arbitrary or capricious manner. Upon request, a reassigned Member will be given written notice of the reason or reasons for the reassignment by the Chief Human Resources Official or designee.

#### 8.4 Transfers:

##### 8.4.1 Involuntary Transfers:

An involuntary transfer may be initiated by the District for any of the following reasons, including, but not limited to, a decrease in the number of students at a site, department or program, the elimination or reduction of programs, the opening or closing of schools, layoffs, a decrease in funding in a program, department, or subject matter, or a change or increase in qualifications necessary at a site or in a program (e.g., the worksite requires a certain qualification, such as an approved English Learner Authorization). Members without an approved English Learner authorization may be involuntarily transferred if compliance with state or federal law requires the Member to have an approved English Learner Authorization at a site where they are assigned and they do not.

8.4.1.1 Any involuntary transfer will not be made in an arbitrary and capricious manner.

8.4.1.2 If an involuntary transfer becomes necessary, the site administrator or the District will first request volunteers to meet the need(s) for involuntary transfer(s). Thereafter, the needs will be satisfied in the following order: 1) temporary teachers will be first transferred; 2) first year probationary teachers will be next; and 3) second year probationary teachers will be last. Seniority dates will break any ties

when applying the foregoing categories to satisfy the need for an involuntary transfer. If, after initiating an involuntary transfer based on the foregoing categories, additional Members need to be involuntarily transferred, selection will be based on the seniority of the Members. A list of all members who will be involuntarily transferred as well as their seniority dates and current position shall be shared with the Association within 5 business days after the involuntarily transfer seniority has been determined.

In the event the seniority date does not break a tie, the following criteria shall be used based on district needs:

1. Clear credential
2. Preliminary credential
3. Additional credentials held
4. Additional subject matter authorizations
5. Additional supplementary authorizations
6. Advanced degrees (Doctorate followed by Masters)
7. National Board Certification
8. Number of units earned
9. BCLAD
10. Year of prior certificated experience in a TK-12 setting

8.4.1.3 Any Member who is being involuntarily transferred will list the employee's preferences from the list of the available vacant positions. In the event available positions allow for it, members shall be placed in one of the employee's top three ranked preferences giving consideration to seniority, so long as the employee possesses the certifications and qualifications, and otherwise meets the requirements of the position. All involuntarily transferred Members will be placed by the District in vacant positions prior to opening positions to voluntary transfer and outside candidates.

8.4.1.4 A Member who is involuntarily transferred following the start of the

school year will be permitted, upon reasonable request, one (1) to three (3) days of preparation time for the transfer to the new site, with the consent of the Chief Human Resources Official or designee. The number of days granted will depend upon the difficulty of preparation for the new assignment.

- 8.4.1.5 Upon request, an involuntarily transferred Member will be given written notice of the reason or reasons for the involuntary transfer by the Chief Human Resources Official or designee. The Chief Human Resources Official or their designee will notify the Member of the involuntary transfer by May 1 or as soon as reasonably practicable after the needs of the District have been ascertained. If the Member objects, the employee may request a meeting with the Chief Human Resources Official. The Member may at their option, have an Association representative present at the meeting.
- 8.4.1.6 If a particular school is to be closed, then Members at that school shall be treated as involuntary transfers, and shall be accorded the transfer rights given to involuntary transfers to the extent reasonably practicable.
- 8.4.1.7 The District will provide boxes as needed to move District-owned property to the Member's new site. The District will, to the extent feasible, move District-owned property to the Member's new site. Personal items intermixed with District-owned property shall be moved by the District at the Member's own risk.
- 8.4.1.8 Members involuntarily transferred to another site after July 30 through the balancing date to a grade level different from that assigned on July 29 shall be reimbursed up to \$500 for previously purchased supplies and materials with submission of reimbursement form and required documentation (i.e. receipts for purchases).

#### 8.4.2 Voluntary Transfers

- 8.4.2.1 A Member may submit a written request for a voluntary transfer at any time. It is the Member's responsibility to monitor all postings.

- 8.4.2.2 A Member may not voluntarily transfer to a position for which the Member does not have the required credentials, certifications, or qualifications.
- 8.4.2.3 A Member may initiate a transfer by applying for a posted vacant position.
- 8.4.2.4 A Member who applies for a vacancy may request a written confirmation of the receipt of their application, which shall be provided by the District as soon as practicable.
- 8.4.2.5 A Member's request for a voluntary transfer shall be kept confidential, until the date all requests for transfer are reviewed.
- 8.4.2.6 Voluntary transfer requests shall be approved or disapproved based on the needs of the District, but a voluntary transfer request shall not be denied arbitrarily or capriciously. A Member who is on an improvement plan or who has a current unsatisfactory evaluation in one or more categories will only be allowed to transfer if the Member agrees that the improvement plan will follow the Member to the new site.
- 8.4.2.7 Employees returning from leave shall be afforded the opportunity to apply for posted vacant positions, in accordance with the terms of this Article.

8.4.3 Legal Prohibitions on Transfers:

- 8.4.3.1 Nothing in this Agreement will assign, after April 15 of the school year prior to the school year in which the transfer would become effective, priority to a teacher who requests to be transferred to another school over other qualified internal or external applicants who have applied for positions requiring certification qualifications at the school. (See Education Code section 35036)
- 8.4.3.2 Nothing in this Transfer article will be construed in a manner that is contrary to state or federal legal requirements and limitations on transfers, including but not limited to the California Education Code, the

California Code of Regulations, and the federal Every Student Succeeds Act.

8.5 Administrative Transfers

8.5.1 An Administrative Transfer shall be used in the following situations:

8.5.1.1 To assist in improving the performance of a member who has an unsatisfactory evaluation, and

8.5.1.2 To resolve documented concerns.

8.5.2 Written notice stating the reasons and basis for the Administrative Transfer must be completed by the Site Administrator and received by the Chief Human Resources Official, Human Resources by March 1st.

8.5.2.1 The Chief Human Resources Official shall preliminarily approve or deny the proposed Administrative Transfer. To the extent necessary, there shall be no more than eight (8) Administrative Transfers in Elementary and Secondary Schools per school year.

8.5.2.2 If the Chief Human Resources Official approves the Administrative Transfer. The Parties involved in the Administrative Transfer are allowed to present their issues to the TRUE Executive Board.

8.5.2.2.1 After consideration by the TRUE Executive Board, the Administrative Transfer will be either continued or withdrawn by the Administration.

8.5.2.3 If the Member does not agree with the decision to continue the Administrative Transfer a grievance can be filed and the grievant will start at Formal Level I, on an allegation that the Administrative Transfer is not based upon reasons defined in 8.5.1 in the Agreement.

8.5.2.3.1 The District can move forward with the Administrative Transfer pending resolution of the grievance.

8.6. Postings:

8.6.1 Postings Prior to March 31: Voluntary Transfer Postings

The District will post on the District's website or other website used for recruitment, e.g. ed-join.org, beginning March 15 or as soon as reasonably practicable thereafter, notice of existing vacancies for the following school year,

together with a deadline for applications. Prior to March 31, postings shall be open only to Members who are already employed by the District (including Members on leave who have given notice of their intent to return to work the following year). The District will continue to post vacant positions as it becomes aware of vacancies in the period from March 15 to March 31. The District and/or the site administrator will consider all internal applicants for vacancies during this period, but will not be required to select internal applicants for vacancies.

8.6.1.1 Any Member who is applying for a vacancy will submit an application consisting of name, current site, current grade level and previous positions. Members may submit a letter of recommendation or submit a video interview. A Member will be granted an interview for their top two (2) choices of vacant positions, to the extent reasonably feasible, so long as the Member possesses the certifications and qualifications and otherwise meets the requirements of the position. However, if more than one Member requests an interview for a given position, the most senior Member will be granted an interview, and the other applicants for that position may also be granted interviews for the vacancy at the discretion of the District.

8.6.1.2 Prior to March 31 as positions become vacant at a work site due to approved transfers, the newly vacant positions may first be assigned by the site administrator to Members currently working at the work site.

8.6.1.3 If a new school is scheduled to be opened, all vacancies at that new school will first be posted to Members prior to March 31 if reasonably practicable. If posted after March 31 all vacancies at a new school will be posted without preference.

#### 8.6.2 Vacancy Postings On and After March 31:

The District will post on the District's website or other website used for recruitment, e.g. edjoin.org, beginning April 1, or as soon as reasonably practicable thereafter, notice of any remaining vacancies for the following school year, that have not been filled prior to March 31 together with a deadline



for applications. Such postings may include new vacancies created by the transfers of Members who successfully filled vacancies in the posting rounds that commenced on or about April 1, except as filled by Members under 8.4.2. Postings shall be open to all Members and to external applicants without any priority given to any applicant.

- 8.6.3 All postings will describe the qualifications, certifications, and other requirements necessary for the Member to meet the needs of the posted position.
- 8.6.4 The closing date for applications in response to postings shall be not less than five (5) work days following the date of each posting. No assignment to fill the vacant position will be made prior to the day after the closing date.
- 8.6.5 Copies of all postings, including job descriptions, certifications, qualifications, and other requirements for each posted position, will be made available to Members at the Human Resources Department.
- 8.6.6 The applicant who, in the judgment of the site administrator or program administrator, best meets the needs of the District in filling a vacant position will be given the position.
- 8.6.7 When a vacancy occurs after July 15, the District may fill the vacancy without going through posting procedures, unless the vacancy occurs as the result of opening a new school