

ARTICLE 12: ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

12.1 DEFINITION OF TERMS

- 12.1.1 Assignment** - An assignment is the work site, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- 12.1.2 Reassignment** - A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same school site. Example: roving, ELD, Bilingual, team houses, or GATE.
- 12.1.3 Voluntary Transfer** - A voluntary transfer is the movement of a unit member from one work location to another work location by the unit member's choice.
- 12.1.4 Involuntary Transfer** - An involuntary transfer is the movement of a unit member from one work location to another work location not by the unit member's choice.
- 12.1.5 Vacancy**
- 12.1.5.1** At the end of a school year a vacancy is a position that becomes unfilled after preliminary assignments are made.
- 12.1.5.2** During the school year, a vacancy is a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.

12.2 VACANCIES

- 12.2.1** The District shall post, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.
- The posted list shall contain the following:
- 12.2.1.1** A closing date of at least five (5) working days after the posting date.
- 12.2.1.2** Qualifications:
- (a) Possession of appropriate credential or certification authorizes service in the subject area;
 - (b) Satisfactory in most recent evaluation;
 - (c) Academic program requirements (e.g. BCLAD, CLAD, SDAIE, GATE, AP, AVID, etc.);
 - (d) Contracted stipend positions – see Appendices C-1 and C-2 (Yearbook 6-8 and ASB 6-8);
 - (e) Experience in assignment and/or credential.
- 12.2.2** All voluntary transfer/reassignment requests shall be considered before the District interviews outside applicants.
- 12.2.3** No vacancy shall be filled until after the closing date.
- 12.2.4** Unit members shall apply for posted vacancies through the District's online "Transfer" form, Appendix J. Unit members are encouraged to attach electronically an updated resume based upon recent training and/or experience.

12.3 VOLUNTARY TRANSFERS

- 12.3.1** Unit members who desire to transfer to a posted vacancy at another District work site must submit a request for transfer, utilizing the District’s online transfer form in accordance with 12.2.4 (Appendix J).
 - 12.3.1.1** A separate request utilizing the District’s online transfer form shall be submitted for each new posting.
 - 12.3.1.2** It is the responsibility of the employee requesting a transfer to submit his/her request utilizing the District’s online transfer form by 5:00 p.m. on the posted closing date.
 - 12.3.1.3** Voluntary transfer/placement shall be based upon the following non-ordered criteria:
 - (a) Interview;
 - (b) Program Requirements;
 - (c) Experience in assignment and/or Credential.
 - 12.3.1.4** Finalists may be observed provided all finalists are observed. Finalists observed by the interviewing administrator within the last two (2) years may be exempt from this observation.
 - 12.3.1.5** A voluntary transfer may be denied if a unit member is working under an Assistance Plan/Improvement Plan, is a “referred teacher” in the PAR program, does not have the proper certification to instruct English Learners, or has not met the criteria to be designated as “Highly Qualified” under the No Child Left Behind Act.
- 12.3.2** A unit member who meets qualification criteria 12.2.1.2 shall be granted an interview for any position for which he/she has submitted a transfer request.
- 12.3.3** If a unit member's request for a voluntary transfer is denied, the unit member shall, upon request, be provided a written explanation for the denial by the Superintendent or designee.
- 12.3.4** In no case may a unit member “bump” another unit member in the school or District in order to acquire a particular assignment.
- 12.3.5** When downsizing and/or opening a new school, the District will elicit voluntary transfers first.

12.4 INVOLUNTARY TRANSFERS

- 12.4.1** Reasons for Involuntary transfers of unit members may include, but are not limited to, the following:
 - 12.4.1.1** A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.
- 12.4.2** No unit member shall be involuntarily transferred as a result of disciplinary action or for negative evaluations, received within the past school year, except as provided in 12.4.6.

- 12.4.3** The District will not displace other unit members in order to implement an involuntary transfer.
- 12.4.4** When an involuntary transfer is necessary and all other qualifications (see 12.2.1.2) are equal, District seniority shall prevail when determining which unit member is subject to the involuntary transfer. Unit members working in a shared teaching assignment in accordance with Article 22 are subject to the same seniority criteria as other unit members when determining which unit member is subject to an involuntary transfer.
- 12.4.5** Involuntary transfer placement shall occur in District seniority order followed primarily by the non-ordered criteria below:
- (a) Interview (if possible);
 - (b) Program requirements;
 - (c) Experience in assignment and/or Credential;
 - (d) Unit member preference (minimum of three (3) choices as indicated on Appendix J).
- 12.4.6** The Superintendent may initiate the transfer of one (1) unit member per school year when it is determined to be in the best interests of the site/department. Under this provision, the District must provide a written rationale to the member for its decision to transfer. This section shall not be subject to grievance procedures in Article 16.
- 12.4.7** Unit members who are involuntarily transferred during the current school year shall be allowed three (3) days of release time to implement the transfer. The District shall provide assistance in moving the unit member's materials.
- 12.4.8** A good faith effort shall be made to give each involuntarily transferred unit member a written notice of assignment by the final day of the school year.

12.5 ASSIGNMENTS/REASSIGNMENTS

- 12.5.1** Reasons for assignments/reassignments of unit members may include, but are not limited to, the following:
- 12.5.1.1** An increase/decrease in the number of pupils which requires an increase/decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.
- 12.5.2** A good faith effort shall be made to give each unit member a written notice of his/her next year's tentative assignment/reassignment by the final day of the school year. These notices of assignment/reassignment are tentative and subject to change contingent on staffing needs as determined by the administrator. Any change in tentative assignment/reassignment is not subject to the grievance procedure provided this Agreement is not otherwise violated.
- 12.5.3** When a vacancy occurs at a school site during the school year, unit members shall be notified of the vacancy so that assignment/reassignment consideration can be given to interested unit members before transfers or candidates from outside the District are considered. It shall be the unit member's responsibility to inform their site administrator of his/her assignment/reassignment

preferences so that consideration can be given. Unit members will be assigned/reassigned to positions where they will serve most effectively as determined by the site administrator. However, a unit member being assigned/reassigned shall be placed in a position not more than two grade levels up or down from his/her present position, except in cases which are determined necessary by the Superintendent or requested by the unit member.

12.5.4 Assignments/reassignments shall not be made for capricious or arbitrary reasons. No unit member shall be assigned/reassigned as a result of disciplinary action or for a negative evaluation received within the past school year.