

**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** For vacancies posted between September and March 31<sup>st</sup>, a closing date of at least five (5) working days after the posting date.
- 12.2.1.2** In instances where a unit member seeks a voluntary transfer, they must meet the qualifications:
- (a) Possession of appropriate credential or certification authorizing 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.
  - (f) Have completed at least one (1) full year of employment with the District, unless this provision is waived by mutual agreement between the unit member and the District.
- 12.2.2** All voluntary transfer/reassignment requests shall be considered before the District interviews outside applicants. Outside applicants will not be contacted for an interview until after all eligible in-house applicants have been interviewed.

- 12.2.3** For vacancies posted between September and March 31st, no vacancy shall be filled until after the closing date.
- 12.2.4** To apply for vacancies between September and March 31st, unit members shall apply for posted vacancies through the District’s online “Transfer” form, Appendix J. Unit members have the option to attach electronically an updated resume based upon recent training and/or experience.

**12.3 VOLUNTARY TRANSFERS**

**12.3.1** Unit members who want to be considered for a voluntary transfer from April through August, inclusive, shall submit their intent to transfer using the District’s online Transfer Form during the March Transfer Window set forth in section 12.3.1.1.

**12.3.1.1** There will be one “Transfer Window” each school year. The window will be one (1) month long.

Prior to the opening of the March transfer window, the District and TVEA will notify unit members via email of the transfer window dates and provide a link to the online transfer forms.

**The transfer window is as follows:**

<b>Transfer Window</b>	<b>Window Opening Date</b>	<b>Window Closing Date</b>	<b>Transfer Request Effective Dates</b>
March	First Workday in March	CE First Workday in April	CE First Workday after Closing of the March Transfer Window

**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 or the first workday in April. Transfer requests for April to August will not be accepted outside the transfer window. Unit members who miss the transfer window may apply for a posted position as an outside applicant and their application will be processed in the same manner as any other outside applicant.

**12.3.1.3** Unit members who submit a transfer request during the transfer window will be considered for requested transfers only after the transfer window closes.

**12.3.1.4** Unit members who submit transfer requests during the March transfer window will remain on the District Transfer List until September 1<sup>st</sup> of each year. The list shall be purged each September 1<sup>st</sup>. For positions posted from September 1<sup>st</sup> to the close of the March Transfer Window, unit members may submit a transfer request using Digital Appendix J for positions in accordance with sections 12.2 and 12.3 of the Collective Bargaining Agreement. The District shall post, five (5)

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working days after the posting date, 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.

- 12.3.1.5** The District shall maintain a list of all electronically submitted transfer requests and shall share this list with the Association President following the close of the March transfer window. Site administration will receive access to the names of candidates interviewing for positions only.
- 12.3.1.6** When an opening exists, the District will review all requests for transfer on the District Transfer List and interview all qualified unit members who have requested consideration for the specific site and position. The District shall make every effort to provide applicants with a status update within five (5) days of the interview.
- 12.3.1.7** If there are five (5) or fewer internal applicants for a position, the District shall conduct individual interviews. Reasonable effort shall be made to hold interviews outside of the work day.
- 12.3.1.8** Voluntary transfer/placement shall be based upon the following non-ordered criteria:
  - (a) Interview;
  - (b) Program Requirements;
  - (c) Experience in assignment and/or Credential.
- 12.3.1.9** 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.
- 12.3.2** 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, or does not have the proper certification to instruct English Learners at the time of interviewing for the position.
  - 12.3.2.1** 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.
  - 12.3.2.2** In the event a vacancy occurs for specialist positions, such as but not limited to Language Arts Specialists, Supplemental Support Specialist, Math Specialist, etc., or for positions that are not on the current year’s Voluntary Transfer Forms, unit members will be informed of its posting via email. Unit members shall apply for posted vacancies using a position specific Digital Appendix J. The position will close five (5) working days after the posting date.
  - 12.3.2.3** The District reserves the right to utilize a Candidate Pool hiring model. In these situations, the District maintains a list of outside applicants for more commonly filled positions. In the event a member is not on the current year’s Voluntary Transfer List and wants to apply for transfer during the time that the District is using

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the Outside Candidate Pool model, that member shall not be required to participate in a “screening only” interview.

12.3.2.3.1 Inside transfer candidates who interviewed and were not selected for a position after the closing of the March transfer window, prior to the summer recess, shall be considered for future positions at the same site, without an additional interview, prior to the District considering outside pool candidates. This paragraph shall apply to the time period between April 1 and September 1 of each school year.

**12.3.3** In the event that a particular site has an employee working less than full-time (e.g. a partial assignment or job share), the District may increase the employee up to a full time assignment without interviewing transfer applicants, provided both the employee and site administrator agree with the increase. Additionally, if an employee splits time between more than one site, the employee may, upon mutual agreement with the site administrator, be placed in up to a full-time assignment at one of the sites without the need for the site to interview transfer candidates. This provision may not be used to increase an employee’s assignment beyond a 1.0 FTE.

**12.3.4** 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.

**12.3.5** In no case may a unit member “bump” another unit member in the school or District in order to acquire a particular assignment.

**12.3.6** 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 Unit members who are notified that they are going to be involuntarily transferred may submit a request for voluntary transfer within ten (10) workdays of the notification without regard to the transfer windows described in Article 12.3.1.**

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 – Online Transfer Form).

**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.

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- 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.