

## ARTICLE 10 - REASSIGNMENTS AND TRANSFERS

### Section 1. Definitions

- a. Transfer: The change in an employee's regular work location from one site to another.
- b. Reassignment: The change of an employee's assignment within the same school. This means changes from one track to another in year-round schools, changes in grade level, changes in subject matter, and changes in classroom assignments.
- c. Voluntary: A change requested/initiated by an employee.
- d. Involuntary: A change initiated by the District.

### Section 2. Reassignments

- a. The criteria for considering all reassignments shall include school needs, and also the credentials, training, qualifications, and personal preferences of the employees. When the above factors are all relatively equal, length of District service shall be the determining factor. It is understood that reassignment decisions are based upon administrative judgment and discretion, but such judgment and discretion shall not be exercised in an arbitrary or capricious manner.
- b. An employee may file a written request with the site administrator, on a school developed form, for an assignment preference within the employee's school for the following school year. Each school form shall include but not be limited to the following: credential(s) held, and desired grade level, department, courses, classroom language, classification and track assignment. Each request shall be given consideration as assignments are made. Initial reassignments for the following school year shall be completed prior to the granting of any transfer requests.
- c. When assignments have been determined within the school, employees shall be notified as promptly as possible. If a reassignment request is denied, the employee shall be provided with the specific reasons for the denial, upon request.
- d. When the District finds it necessary during the school year to reassign an employee to a different grade level or subject field or to a different classroom at the same school, the District shall, upon request, provide:
  - (1) Whatever release time (if any) is considered reasonable and necessary for the purpose of preparation. In no case shall such release time at the elementary level be less than one (1) school day; and
  - (2) Necessary assistance for moving instructional materials.

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- e. Year-round employees on different tracks at the same school shall be given the opportunity to exchange track assignments for one (1) year, given that the credentialing and educational programming needs are met by the exchange.
- f. Teachers who have changed tracks during the school year and would be subject to a loss of annual workdays, shall be provided with the opportunity to work as a substitute teacher or be assigned to a District approved project, if available, and shall be paid at his/her daily rate of pay not to exceed a total of 184 work days between July 1 and the following June 30.
- g. Notification of an involuntary track change for the following school year must be made by May 1 of the school year prior to the change.

### Section 3. Vacancies and Voluntary Transfers

- a. After assignments and reassignments for the following school year (beginning July 1) have been tentatively determined within each school, a District-wide bulletin listing the tentative vacancies by school, grade level, track, and/or subject area shall be posted in each school. This posting shall be no later than March 15, of the current school year. The deadline for transfer applications shall be April 1 of the current school year. Employees may submit transfer applications whether or not a vacancy exists at the time of posting. A copy of the vacancy bulletin shall be provided to the Association. The request for transfer shall be on forms provided by the District and submitted to the District Human Resources Office.
- b. The immediate supervisor at the prospective work location shall interview and explain the nature of the assignments to those employees requesting a transfer whose credential(s) match the available assignments. No assignments of employees new to the District shall be made to the known vacancies until all the appropriate requests for transfers have been processed.
- c. The criteria for considering all requests for transfer shall include school needs, and also credentials to perform the required services, training and qualifications of the employees. Where the necessary qualifications of the employees involved are relatively equal, length of District service shall be the determining factor.
- d. Employees shall be notified concerning the disposition of their transfer requests as promptly as possible. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial, upon request.
- e. In the event that vacancies occur after the posting of the bulletin and before the opening of the traditional school year, employees who have submitted transfer requests shall be considered for vacancies, in their area of interest and qualification, at schools to which they have applied.
- f. Teaching positions which become vacant during the current school year shall be filled by any one of the following methods:
  - (1) Fill the position with an involuntary transfer in accordance with Section 4 below; or

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- (2) Fill the position temporarily with either a Temporary Contract Teacher or a Long Term Substitute Teacher, with such position then to be considered open at the end of the school year. The temporary teacher may then interview for the position along with transfer applicants; or
- (3) Fill the position with a new probationary employee, provided the vacant position is in a District-identified area of priority need.

### Section 4. Involuntary Transfers

- a. Involuntary transfers and track changes shall not be made in an arbitrary or capricious manner and shall be based on individual school needs and District needs. Factors that shall be considered when an involuntary transfer is implemented shall include, but not be limited to, credentials to perform the required service, training and qualifications. Where the necessary qualifications of the employees involved are relatively equal, length of District service shall be the determining factor.
- b. Open positions in the District (positions which are not filled by reassignments within the individual school) shall be made known in writing to all employees at an individual school site where a staff reduction is necessary, as determined by the District, prior to the affected employee being involuntarily transferred.
- c. When a reduction in the number of employees in a District location is necessary, volunteers shall first be given an opportunity to be considered for transfer to known vacant positions.
- d. An employee may be transferred for cause, providing the provisions of Article 9 - Evaluation Procedures of this Agreement have been implemented. Factors of placement that shall be considered when an involuntary transfer for cause is implemented shall include District needs, credentials to perform the required services, necessary training and necessary qualifications.
- e. Prior to an involuntary transfer, a conference shall be held with the employee. The employee shall be given the reasons for the transfer and shall be given the opportunity to indicate a preference in placement where a vacancy exists.
- f. Employees who are in the process of being involuntarily transferred shall be given priority in placement over pending voluntary transfer requests and over outside applicants.
- g. An employee selected for the involuntary transfer shall have the option to decline an assignment and defer being assigned to another school in order to seek other positions which open up during off-track or the summer recess period. Any assignment so declined may not be reserved for the employee, and, if the employee has not accepted a position at a traditional school by August 15 (June 1 in year-round schools), the employee shall be subject to assignment at the discretion of the District. Once an assignment is accepted, the employee shall not be eligible to make a later change in selection.

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- h. Where involuntary transfers are made during the school year, employees are to be given the earliest possible advance notice, but in no event less than three (3) days, two (2) days of which will be instruction-free duty time in order to close out and/or move in to prepare for the new assignment.
- i. Employees involuntarily transferred during a time when in non-paid status (i.e., summer recess period or off-track in year-round schools), and prior to the beginning of the new work year, shall receive two (2) days pay at their regular rate of pay to relocate to their new assigned work site.
- j. Any employee involuntarily transferred as a result of staff reductions shall have the right to return to the initial school site if, by the end of the second week of the new school year, student enrollment at that site necessitates an additional position and if the vacant position is one for which the employee is qualified. Except for cases involving school or department closures, no probationary or tenured employee may be involuntarily transferred, due to enrollment changes, more than once within two (2) consecutive school years.
- k. If enrollment changes necessitate the transfer of a teacher to another school or track, and the new assignment necessitates working in excess of the contractual 186 day work year, and the teacher agrees to the extended assignment, the teacher shall be paid for the additional days at his/her regular daily rate of pay. There shall be no penalty imposed upon a teacher, involuntarily transferred, who chooses not to work more than 186 days.