

ARTICLE 18 - TRANSFER AND REASSIGNMENT

18.1 Definitions:

18.1.1 Transfer: A transfer is the movement of a Bargaining Unit Member from one work site to another work site within the District.

18.1.2 Assignment: An assignment is the placement (i.e. grade level, subject, room, or program) of a Bargaining Unit Member.

18.1.3 Reassignment: A reassignment is the movement of a Bargaining Unit Member from their current placement (i.e. grade level, subject, room, or program) to another placement (i.e. grade level, subject, room, or program) at the same work site.

18.1.4 Vacancy: A vacancy is any vacated or newly created certificated position.

18.1.5 Posting: A hard copy of the notice of a vacancy sent to each site in the district. An email notification sent to each Bargaining Unit Member, each Association site representative, as well as the Association president. The initial date of the posting will be the day after the District sends out the notice.

18.1.6 Voluntary Transfer or Reassignment: A voluntary transfer or reassignment is a transfer or reassignment which is requested and/or accepted by a Bargaining Unit Member.

18.1.7 Involuntary Transfer or Reassignment: An involuntary transfer or reassignment is a transfer or reassignment of a Bargaining Unit Member which is initiated by the Superintendent or designee and not agreed to as a voluntary transfer or reassignment by the Bargaining Unit Member.

18.1.8 Displacement: A displacement is when a Bargaining Unit Member's class and students are moved from one school site to another school site (e.g. grade level, multiple grade levels, and or entire site closure, etc.). Also when a current class or program is dissolved or combined to create a new class.

18.2 Anticipated Assignments for Following School Year

18.2.1 The site administrator shall post all site vacancies at the school site for five (5) days. Site interviews will be held prior to notifying the District to post vacancies district-wide.

18.2.2 Site Tentative assignments shall be posted and Bargaining Unit Members shall be notified by email by the first Friday in May, if possible.

18.2.3 The District shall assign new Bargaining Unit Members after the assignment or transfer of returning Bargaining Unit Members.

18.3 Vacancies

18.3.1 The District shall deliver to the Association, and to each Bargaining Unit Member through email, a list of all vacancies which occur during the school year and for the following year upon knowledge of the vacancies.

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18.3.2 The posting shall include the following information:

- (1) The closing date which is at least five (5) working days following the posting.
- (2) The work site and tentative assignments; job description when not a classroom teacher.
- (3) Any specific or unique qualifications necessary to meet the requirements of the posted position.

18.3.3 No assignment to fill the vacancy shall be made prior to the closing date.

18.3.4 The District shall determine the specific needs of the District and the students (i.e. Programs which shall be added, retained or deleted; special training for Bargaining Unit Members and or qualifications, etc.) for the following school year.

18.4 Voluntary Transfer A Bargaining Unit Member may submit a written request subsequent to the posting of a vacancy notice and within the five (5) day timeline of the posting. All applicants will receive written notice upon request.

18.5 Current School Year Vacancy

18.5.1 New Hire: A vacancy that occurs during the school year may be filled by a new hire. The vacancy which is filled by a new hire will be opened to qualified Bargaining Unit Members at the end of the school year. Posting(s) are to be done prior to March 15th of the school year.

18.5.2 Filled and Takes Effect Immediately: A vacancy that occurs during the school year may be filled immediately by a Bargaining Unit Member only if both the District and Bargaining Unit Member agree. The Bargaining Unit Member will submit a written request to the Human Resources Office no later five (5) working days after the posting of the vacancy. When a voluntary transfer takes effect during the school year, the Bargaining Unit Member will not move with less than two (2) day notice unless both parties mutually agree to other arrangements.

18.5.3 Filled During the School Year But takes Effect at the Beginning of the Next School Year: A vacancy that occurs during the school year may be filled during the present school year but not take effect until the beginning of the next school year. The Bargaining Unit Members will submit a written request to the Human Resources Office no later than five (5) working days after the posting of the vacancy. A new Bargaining Unit Member that is hired to fill such vacancy for the remainder of the school year may apply for any existing vacancy within the District when the position is posted District-wide.

18.5.4 Consideration: In determining a transfer request, the District, shall use the following:

- Appropriate credentials
- Supplemental authorizations/certificates/degrees related to the position
- Experience (including number of years in District, and number of years in Education or related work experience.)
- Reference Checks (Current SVUSD Supervisor)
- Interview ranking
- Site specific needs
- Satisfactory performance evaluations

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In the event that two Bargaining Unit Members are equally qualified based on the above criteria, the Bargaining Unit Member with the most district-wide seniority will be selected.

18.5.5 After notification by the District of transfer option, the Bargaining Unit Member shall notify the District to accept or decline the position within two (2) working days or forfeit the transfer.

18.5.6 Release Time or Compensation: If a Bargaining Unit Member is voluntarily transferred, the Bargaining Unit Member shall receive two (2) days of release time or two (2) days of compensation. The Bargaining Unit Member will choose the option of release time or compensation. If the transfer, reassignment, or displacement (voluntary or involuntary) involves more than one change (room and grade, site and subject, etc.) the Bargaining Unit Member will receive an additional one (1) day release time or compensation.

18.5.7 Selection or Non-Selection: Nothing in this section shall be interpreted to require the District to fill a vacancy with a Bargaining Unit Member who requests a transfer, but requests for transfer by Bargaining Unit Members will be given equal consideration with other applicants. If a request for transfer is denied, the Bargaining Unit Member shall be provided with an explanation for the denial. Such an explanation shall be provided in writing. Upon written request, Bargaining Unit Members shall be allowed to attend District approved training or professional development to improve eligibility for future transfers.

18.6 Voluntary Reassignment:

18.6.1 A Bargaining Unit Member may submit a written request subsequent to the posting of a vacancy notice pursuant to the posting procedure of this article. In the case of combination classes see Article 18.11.

18.6.2 A voluntary reassignment request may be withdrawn by a Bargaining Unit Member at any time in writing prior to accepting the new position.

18.6.3 In determining a reassignment selection, the Site Administrator shall use the following:

- Appropriate credentials
- Supplemental authorizations/certificates/degrees related to the position
- Experience (including number of years in District, and number of years in Education or related work experience.)
- Reference checks (Current SVUSD Supervisor)
- Interview ranking
- Site specific needs
- Satisfactory performance evaluations

In the event that two Bargaining Unit Members are equally qualified based on the above criteria, the Bargaining Unit Member with the most district-wide seniority will be selected.

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- 18.6.4 Displacement: A Bargaining Unit Member shall be eligible to choose to be voluntarily reassigned to another position at the school site or another school site at a comparable position if they have been displaced as defined in 18.1.8.
- 18.6.5 Release Time or Compensation: If a Bargaining Unit Member is voluntarily Reassigned, the Bargaining Unit Member shall receive two (2) days of release time or two (2) days of compensation. The Bargaining Unit Member will choose the option of release time or compensation. If the reassignment, involves more than one change (room and grade, site and subject, etc.) the Bargaining Unit Member will receive an additional one (1) day release time or compensation.
- 18.6.6 Selection or Non-Selection: Nothing in this section shall be interpreted to require the District to fill a vacancy with a Bargaining Unit Member who requests a transfer, but requests for transfer by Bargaining Unit Members will be given equal consideration with other applicants. If a request for transfer is denied, the Bargaining Unit Member shall be provided with an explanation for the denial. Such an explanation shall be provided in writing. Upon written request, Bargaining Unit Members shall be allowed to attend District approved training or professional development to improve eligibility for future reassignments.
- 18.7 Involuntary Transfer: An involuntary transfer may be implemented if necessary to meet the educationally related needs of the District. An involuntary transfer shall not be punitive or disciplinary in nature. It is recognized that an involuntary transfer is to be used only in a case of last resort, and all reasonable efforts will be utilized to avoid the need for an involuntary transfer.
- 18.7.1 Reasons for Involuntary Transfer
- 18.7.1.1 Enrollment Fluctuations: A Bargaining Unit Member may be involuntarily transferred if a site has declining enrollment, and another site has a vacancy for which the Bargaining Unit Member is qualified.
- 18.7.1.2 Program Changes: A Bargaining Unit Member may be involuntarily transferred if a site eliminates a position in a program, and another site has a vacancy for which the Bargaining Unit Member is qualified.
- 18.7.1.3 Personnel Issues: A Bargaining Unit Member may be involuntarily transferred for legitimate personnel reasons, which can include credential and authorization(s) compliance, which the Superintendent or designee believes could be alleviated by the involuntary transfer. If implemented for personnel reasons, an involuntary transfer will be made only after a meeting between the Bargaining Unit Member and the Superintendent or designee. At that time, the Bargaining Unit Member will be notified in writing of the reason for the transfer. The Bargaining Unit Member has the right to have a representative of the Association present at the meeting. The transfer shall be for whatever period of time determined by the Superintendent or designee.
- 18.7.1.4 Bargaining Unit Members shall not be transferred solely due to the fact that they are related to another staff member at the same work site.

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18.7.2 Implementation:

18.7.2.1 Notification Process:

The District will notify in writing, all Bargaining Unit Members at the transfer school site of the opportunity to apply for a position or opening prior to the implementation of an involuntary transfer.

18.7.2.2 If an involuntary transfer is necessary, other than for personnel issues, the Bargaining Unit Member with the least district-wide seniority who holds the appropriate credential, will be involuntarily transferred after the Notification Process. A Bargaining Unit Member shall receive written notice five (5) days prior to the involuntary transfer.

18.7.2.3 A Bargaining Unit Member that is involuntarily transferred shall be given his or her assignment prior to the District considering outside applicants.

18.7.4 Meeting with Superintendent Rights: A Bargaining Unit Member who is being involuntarily transferred for staffing reasons may request, in writing, a meeting with the Superintendent or designee. If a meeting is requested, the involuntary transfer will not be implemented until the meeting takes place. The Bargaining Unit Member has the right to have a representative of the Association present at the meeting.

18.7.5 Release Time or Compensation: If a Bargaining Unit Member is involuntarily transferred, the Bargaining Unit Member shall receive two (2) days of release time or two (2) days of compensation. The Bargaining Unit Member will choose the option of release time or compensation. If the involuntary involves more than one change (room and grade, site and subject, etc.) the Bargaining Unit Member will receive an additional one (1) day release time or compensation.

18.7.6 Transportation of Classroom Possessions and Custodial Services: The District shall provide transportation for materials and custodial services to assist in relocation required by the transfer.

18.7.7 Preferential consideration for any Future Vacancies: A Bargaining Unit Member who was involuntarily transferred other than for personnel issues shall have the first opportunity to any available vacancy for which he or she is qualified at the site from which he or she was involuntarily transferred, prior to district-wide posting of the position.

18.8 Involuntary Reassignment:

18.8.1 An involuntary reassignment may be implemented if necessary to meet the educationally related needs of the site. An involuntary reassignment shall not be punitive or disciplinary in nature. It is recognized that an involuntary reassignment is to be used only in a case of last resort, and all reasonable efforts will be utilized to avoid the need for an involuntary reassignment.

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- 18.8.2 Notification of Qualified Bargaining Unit Members for Reassignment: All qualified Bargaining Unit Members at the site will be notified in writing of the opportunity to voluntarily apply for a position or opening prior to the implementation of an involuntary reassignment. In the case of combination classes see Article 18.11.
- 18.8.3 Implementation: If an involuntary reassignment is necessary, due to changes in staffing needs, the Bargaining Unit Member will be chosen based upon district-wide seniority. If two Bargaining Unit Members could equally meet the needs of the program (i.e. have the same credential(s), the Bargaining Unit Member with the least district-wide seniority will be involuntarily reassigned.
- 18.8.4 Notification: A Bargaining Unit Member shall not be involuntarily reassigned with less than three (3) days' notice.
- 18.8.5 Meeting with Supervisor Rights: An involuntary reassignment will be made only after a meeting between the Bargaining Unit Member and the immediate supervisor. The Bargaining Unit Member has the right to have a representative of the Association present at the meeting.
- 18.8.6 Release Time or Compensation: If a Bargaining Unit Member is involuntarily reassigned, the Bargaining Unit Member shall receive two (2) days of release time or two (2) days of compensation. The Bargaining Unit Member will choose the option of release time or compensation. If the involuntary reassignment involves more than one change (room and grade, site and subject, etc.) the Bargaining Unit Member will receive an additional one (1) day release time or compensation.
- 18.8.7 Transportation of Classroom Possessions and Custodial Services: If the involuntary reassignment requires moving classroom possessions or custodial services, the District shall provide transportation for materials and custodial services to assist in relocation required by the involuntary reassignment.
- 18.8.8 Preferential consideration for any Future Vacancies: A Bargaining Unit Member who was involuntarily reassigned, other than for personnel issues, will have the first opportunity to apply for, interview for, and accept, if offered, any available vacancy for which he or she is qualified at the site from which he or she was involuntarily reassigned, prior to district-wide posting of the position.
- 18.9 Teacher on Special Assignment : A Bargaining Unit Member upon completion of service as a Teacher on Special Assignment shall be returned to the position or assignment that he or she held prior to becoming a Teacher on Special Assignment. If that position or assignment no longer exists, he or she shall be provided a similar position or allowed to choose from any open position or assignment that he or she is credentialed to teach. The process for transfer or reassignment will be done in accordance with Article 18-Transfer and Reassignment, Ed. Code, Board Policy, and other applicable statutes.
- 18.10 Displacement: The District shall follow the process below if a Bargaining Unit Member is displaced as defined in 18.1.8.
- 18.10.1 When one or more grade levels (and their students) are moved from one school

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site to another school site, and there is a vacancy, the displaced Bargaining Unit Member shall have the right to available positions at the new site. If the number of Bargaining Unit Members exceeds the number needed at the new site, as determined by the District, the least senior Bargaining Unit Member(s) of the new site, shall be involuntarily transferred to a vacancy for which the Bargaining Unit Member is qualified per 18.7 (Involuntary Transfer).

- 18.10.2 In the unlikely event of an entire school closure, all Bargaining Unit Members from the closed site shall have the right to available positions at the new site. If the number of Bargaining Unit Members exceeds the number needed at the new site, as determined by the District, the least senior Bargaining Unit Member(s) of the combined staff shall be involuntarily transferred to a vacancy for which the Bargaining Unit Member is qualified per 18.7 (Involuntary Transfer).
- 18.10.3 Should the displaced class or classes return to the original site and there is a vacancy, the displaced Bargaining Unit Member will have the right to return to the original site.
- 18.11 Combination Classes: Combination classes will be scheduled only as necessary because of space availability and/or when student enrollments are such that maintaining two (2) separate grades with separate Bargaining Unit Member is financially unsound.
- 18.11.1 Bargaining Unit Members assigned to a single-grade level class may be reassigned to a combination class provided the combination class assignment includes the same grade level currently being taught by the Bargaining Unit Member.
- 18.11.2 When determining a reassignment to a combination class, the site administrator shall consider the following factors:
- 18.11.2.1 Voluntary reassignments from the affected grade levels shall be considered first.
- 18.11.2.2 If there are no volunteers for the combination class, the site administrator will reassign the least district-wide senior Bargaining Unit Member from the affected grade levels. Reassignments shall be rotated yearly among all members who are currently assigned to the affected grade levels.
- 18.11.3 Bargaining Unit Members may volunteer to teach a combination class for consecutive years.
- 18.11.4 Schools where enrollment and or specialized programs require the majority of classes to be combination classes, shall be considered the norm and may impact Bargaining Unit Members for consecutive years.
- 18.11.5 Bargaining Unit Members assigned to a combination class, regardless of when it is established, shall have the opportunity to consult with the sending Bargaining Unit Member and the site administrator concerning initial student placement in the combination class.

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18.11.6 For the following year's assignment, the combination Bargaining Unit Member shall return to their previous grade level assignment. If their previous year's assignment was a combination class, they shall be assigned to one of the two grade levels of their combination class. In the event the affected grade level(s) is/are overstaffed, Bargaining Unit Member volunteers within the grade level(s) will be sought first. If no one volunteers, district seniority will apply and the least senior Bargaining Unit Member shall be involuntarily reassigned or transferred.

18.11.7 A Bargaining Unit Member who teaches a combination class shall receive a \$2,500 yearly stipend to address the additional workload.