

ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL

10.1 Definitions:

- 10.1.1 A **transfer** is a change of work location between schools or other educational facilities.
- 10.1.2 A **voluntary transfer** is one in which the transfer proceedings are initiated or agreed to by the Unit Member.
- 10.1.3 An **involuntary transfer** is one in which the transfer proceedings are imposed upon the Unit Member.
- 10.1.4 A **reassignment** is a change in grade level assignment for grades TK-5 within the same school.
- 10.1.5 An **involuntary reassignment** is a change in grade level assignment for grades TK-5 within the same school imposed upon the Unit Member.
- 10.1.6 A **vacancy** is a bargaining unit position the District has decided to fill through either transfer or the employment of a certificated employee.
- 10.1.7 **Seniority** for the purpose of this article, the term seniority shall be defined as the first date of paid service as defined by the Educational Code for lay off purposes. The District shall maintain a seniority list.
- 10.1.8 **District-Based Personnel** are Nurses, Speech Language Pathologists, School Psychologists, Behavior Specialists, Adaptive PE, Teacher on Special Assignment, Middle/High School Math Coaches, Instrumental Music (excluding those who provide elementary preparation time), and Counselors on Special Assignment.

10.2 Voluntary Transfer (Unit Member Initiated Request):

To facilitate requests for transfer of certificated personnel, all certificated vacancies shall be posted using the District's digital system. Copies of all notices of vacancies for certificated bargaining unit positions shall be emailed to the Association at the time they are posted. Except in emergency cases, the deadline for responding to a notice of vacancy shall be at least five (5) days after the notice is posted, and no vacancy shall be filled before this deadline.

- 10.2.1 Unit Members may apply to transfer for existing postings using the digital system on the District website.

- 10.2.2 Unit Member requests for transfer to vacant positions shall be given careful consideration, and when qualifications are substantially equal and in the best interests of the District, Unit Members shall be given preference in placement in such positions over persons not currently employed in the District. Seniority shall be one of the determining factors in granting transfers and reassignments. Unit Members transferred involuntarily or due to school closures shall be accorded first priority in filling all vacancies for which they have an appropriate credential. Changes in assignment caused by voluntary transfers shall occur either at semester break or prior to the beginning of the instructional year. At the District's discretion, voluntary transfers may occur at other times during the year.
- 10.2.3 A Unit Member who requests a transfer and is qualified for the position shall be granted an interview with the principal of the school where the vacancy exists or with an appropriate administrator. A Unit Member shall be notified verbally or in writing of the decision to grant or deny a request within ten (10) work days of the decision. If the decision is unsatisfactory to the Unit Member, a conference with the principal and the Personnel Administrator may be held if the Unit Member so requests. If a Unit Member initiated transfer request is denied, the employee shall be provided with specific reasons for the denial within ten (10) work days by the appropriate administrator upon the Unit Member's request.
- 10.2.4 Those Unit Members seeking a transfer for the fall semester of any given school year shall submit their transfer application requests between February 1 and August 31. Transfer requests for the spring semester must be submitted between September 1- January 31. Transfer requests shall remain in effect for the window period in which they are submitted.

10.3 Involuntary Transfer.

- 10.3.1 Involuntary transfers shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.
- 10.3.2 When the District Administration determines that an involuntary transfer is necessary, it may be for the following reasons:
- A) An increase or decrease in the number of students at a school site.
 - B) Class size

- C) Elimination or changes in programs and/or funding
- D) School opening or closing (10.2.2 and 10.8.6 would also apply)
- E) Any other legitimate educational related need of the District

10.3.3 Prior to any involuntary transfer occurring, volunteers shall be sought. An email copy of the posting to seek volunteers shall be sent to the President of the Association.

10.3.4 If there are no volunteers Site Administration shall use the following ordered criteria when determining the Unit Member(s) who will be the subject of the involuntary transfer.

- 1) A Unit Member's credential(s) and/ or certification
- 2) Least seniority in the District
- 3) Least seniority at the site
- 4) Lot

10.3.5. Involuntary transfer shall be preceded by a meeting between the Unit Member and the appropriate administrator, at which time the Unit Member shall be notified of the reason(s) for the transfer and efforts will be made to reach agreement with the change. If the Unit Member requests, the reasons for transfer shall be provided in writing.

10.3.6 Except in instances where an insufficient number of students requires a decrease in number of Unit Members at a school, an involuntary transfer shall take effect at semester break or prior to the school year. The District shall inform a Unit member of an involuntary transfer before the end of the school year. If a Unit Member is notified after the end of the school year of the involuntary transfer, the District shall provide the employee with the reasons for the timing of the transfer.

10.3.6.1 If a Unit Member is involuntarily transferred at anytime during the school year, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.3.6.2 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.3.6.3 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

- 10.3.6.4 No employee shall be transferred with fewer than four (4) days notice prior to beginning the new assignment. This notice provision shall not apply for the first three (3) weeks of each semester.
- 10.3.7 Should a transfer be made during the summer recess, the Personnel Administrator or designee shall arrange to meet with the Unit Member to be transferred. If practical, the appropriate administrators shall be present at this meeting. If the Unit Member is out of the District and the District makes a reasonable attempt but cannot set such a meeting before the transfer is to occur, a written notice of transfer shall be mailed to the Unit Member. A subsequent meeting regarding reasons for the transfer shall be held within five (5) work days of a Unit Member request for such a meeting. Said reasons shall be put in writing if the Unit Member so requests.
- 10.3.8 If a Unit Member is involuntarily transferred at any time outside of their contracted work year, the Unit Member shall be allowed two (2) days to break down and set up their respective classrooms. The Unit Member shall coordinate these days with the respective site administrators. The Unit Member shall be compensated at their current daily rate of pay per day.
- 10.3.9 Upon request, custodial assistance in moving school materials shall be provided.
- 10.3.10 A Unit Member involuntarily transferred on account of staff reductions at her/his assigned school, shall be afforded preferential transfer rights back to her/his previous assignment over any other interested applicant if a position becomes vacant during the next three (3) semesters or YRE equivalent and shall be notified prior to the posting of the position. Under these circumstances, the criteria set out in Section 10.2.2 shall not apply.
- 10.3.11 A Unit Member who has been involuntarily transferred, shall not be involuntarily transferred for the next two (2) years. Elementary teachers providing preparation time to other Bargaining Unit Members are exempt from this provision.
- 10.3.12 The Superintendent may involuntarily transfer a Unit Member if their behavior has created a conflict at the site (excluding with Administration) resulting in an environment that is hostile, threatening, discriminatory and/or disruptive to a Unit Member's duties. The

Superintendent shall meet with the Association President to outline the reason(s) for the proposed transfer.

10.3.12.1 Prior to the involuntary transfer in 10.3.12 the Superintendent or designee and the Association President or designee, shall attempt to informally resolve the conflict. If a Unit Member refuses to participate in the conflict resolution, or if the resolution attempt is unsuccessful, they can be involuntarily transferred.

10.3.12.2 The Superintendent shall be limited to no more than three (3) involuntary transfers each school year.

10.3.12.3 A Unit Member for whom 10.3.12 is applied shall be moved to a like position consistent with their credentials (e.g. general education teacher to general education teacher, counselor to counselor) and shall not be placed in a substitute position.

10.3.13 Should a part-time position become vacant at a secondary school site that has experienced staff reductions, the Principal shall have the discretion to determine whether to treat the position as part time vacancy or to make available to Unit Members at the school a “one-sixth” assignment.

10.3.14 The filing of a grievance concerning involuntary transfer shall not prevent the transfer from going into effect. Should the resolution of the grievance result in a reversal of the transfer, the employee shall return to previous status.

10.3.15 Compensation for Involuntary Transfers. A Unit Member involuntarily transferred to an outlying school shall receive an isolation factor stipend in the amount set forth in Appendix C5-Compensation for Involuntary Transfer.

10.4 Involuntary Reassignments:

10.4.1 Involuntary reassignment shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.

10.4.2 When the District Administration/Site Administrator determines that an involuntary reassignment is necessary, it may be for the following reasons:

- A) An increase or decrease in the number of students at a school site.
- B) Class size
- C) Elimination or changes in programs and/or funding
- D) Any other legitimate educational related need of the District

10.4.3 Procedure

10.4.3.1 Prior to making any reassignments, volunteers shall be sought from within the school and shall be considered first with an individual meeting with site administration. A copy of the email requesting a volunteer(s) shall be sent to the Association.

10.4.3.2 The site administrator shall seek input from the teachers at the reduced grade level team(s).

10.4.3.3 A Unit Member identified for reassignment shall be notified in writing of the reasons for the reassignment.

10.4.3.4 If the Unit Member so requests, a meeting shall be held between the Unit Member, the Principal and the Personnel Administrator or designee, to discuss the reasons for the reassignment. Nothing herein shall preclude the reassignment from becoming effective at such time as is determined to be necessary by the District.

10.4.4 If a Unit Member is involuntarily reassigned at any time during the school year, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.4.5 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.4.6 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.4.7 No employee shall be reassigned with fewer than four (4) days notice prior to beginning the new assignment.

10.5 **Counselors**

Prior to posting a position for a counselor whose assignment will be at more than two sites, the Association will be consulted.

10.6 **District-Based Personnel**

10.6.1. Article 10.3 Involuntary Transfer shall not apply to District Based Personnel, as defined in section 10.1.8.

- 10.6.2 In the event Behavior Specialists, Adaptive PE, Teacher on Special Assignment, Counselors on Special Assignment, Instrumental Music Teachers (excluding those who provide elementary prep time), or Math/High School Math Coaches need to be moved from one site to another due to District, professional, or student need, District Administration shall seek input from these members before making the change.
- 10.6.3 Nurses shall present a plan for their assignments to District Administration for mutual consideration. In the event that the parties cannot reach agreement, the final decision will rest with the District Administration.
- 10.6.4 Behavior Specialists, School Psychologists and Speech Language Pathologists shall meet with their immediate supervisor to provide input into their site assignment for the following school year.
Final assignments shall be determined by immediate supervisor using the following criteria:
- A. Number of students at the site(s)
 - B. Number of special education students at the site(s) and taking into account particular student need
 - C. Number and type of special education programs offered at the site(s)
 - D. Level of school served (elementary, middle, high, alternative)
- 10.6.5 Assignments for the following year shall be made by no later than June 1 of each calendar year, but are subject to change based on District /student need.
- 10.6.6 School Psychologists and Speech Language Pathologists shall be assigned to no more than two (2) sites. In the event the district has an educational need to assign an additional site, the Association President shall be consulted.
- 10.6.7 Assignments/changes in assignment pursuant to this section shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the district.
- 10.6.9 Should there be a need for a reassignment after the beginning of the school year, District-based personnel shall meet with their immediate supervisor to explore all alternatives prior to reassigning the District-based employee(s).

10.6.10 Reassignments during the school year may occur for the following reasons:

- A) Significant changes in caseload
- B) Significant changes in student enrollment
- C) Increase in staffing numbers that allows for assignment redistribution
- D) Any other legitimate educational related need of the District

10.6.11 Appendix C-5 Mileage Reimbursement shall apply to district-based personnel for travel between sites during the work day. Mileage shall not be paid for travel from home to the first worksite and from the last worksite to home.

10.6.12 District-based employees defined in 10.1.8 who are assigned to one or more of the following sites shall be entitled to an annual stipend in the amount of \$1,500.00; Cottonwood, Hamilton K-5, Hamilton 6-12, and Idyllwild.

10.7 **Extra Duty Opportunities.**

10.7.1 Site-Based: For all site based extra duty positions at sites (e.g. credit recovery, grade level leads, department chairs, AVID coordinator) excluding high school head athletic coaches and summer school positions: Notices of all known and District funded extra duty opportunities for the following school year shall be emailed to the members at respective sites by Administration or designee by May 1 of each school year. For extra duty opportunities identified after May 1 of each school year, notification via email shall be sent as soon as possible. All postings shall be for five (5) workdays.

10.7.1.1 Notifications shall specify the length of term for the extra duty assignment.

10.7.1.2 Members qualified and interested in the assignment shall apply via an email to their Administrator with an interest letter explaining their qualifications. All candidates shall be interviewed and considered by Administration for the opportunity.

10.7.2 High School Head Athletic Coaches: The District shall post and recruit for high school head athletic coaches separately. Postings shall be made internally via email, and may be posted for outside candidates

simultaneously. Bargaining Unit candidates who meet minimum requirements as determined by the posting shall receive an interview prior to any non-bargaining Unit candidates. In the event no qualified Bargaining Unit candidates are found, as determined by the District, classified employees or walk-on coaches may be considered.

10.7.2.1 In the event an athletic coach is removed from a coaching position or quits during the season, the coach is entitled to a prorated amount of compensation outlined in Appendix C-2.

10.7.3 District-Based Extra Duty Position.

10.7.3.1 A list of all District-based extra duty assignments shall be posted on the district website. Applications for such positions (whether vacant or not) may be placed on file with the District.

10.7.3.2 If there are more applicants than available positions, the District shall interview all qualified applicants.

10.7.4 A Unit Member who has served in an extra duty assignment but who is advised that she/he will not be offered the assignment again, may ask the site administrator for the reason(s) for this decision. Nothing in this section shall in any way diminish the District's rights as set forth in Education Code Section 44923.

10.8 **District Reorganization:**

The following procedures shall apply to transfers and reassignments resulting from District reorganization including, but not limited to, opening new schools, closure of schools, year-round calendar, or change in grade level configuration.

10.8.1 Within ten (10) work days of a Governing Board decision to implement District reorganization, i.e., opening a new school, closing of a school, year-round education implementation at an established site, or grade level reorganization, a meeting shall be held with staff impacted by the change.

10.8.2 Within ten (10) work days of the initial meeting with the staff, Unit Members shall be surveyed for the purpose of providing an opportunity for them to state their preferences for the following year's assignment. A Unit Member may submit to the Personnel Office a change or

modification of the information stated on her/his survey at any time during this procedure.

10.8.3 The District shall make every effort to honor voluntary transfer requests. If two or more Unit Members with appropriate credentials apply for a transfer, the Unit Member with the most seniority, education, experience, and best performance shall receive her/his transfer request.

10.8.4 Any Unit Member at a work site where the work calendar changes, e.g., regular to year-round or year-round to regular, who is unable to be accommodated by the voluntary transfer procedure the first year, shall be granted a voluntary transfer the following year.

10.8.5 Release Time

10.8.5.1 If a Unit Member is involuntarily transferred pursuant to this section, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.8.5.2 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.8.5.3 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.8.5.4 No employee shall be transferred with fewer than three (3) days notice prior to beginning the new assignment.

10.8.6 Unit Members who have been displaced by a school closure will be placed at a site of like level (elementary, middle or high), before the end of the school year and shall be given priority interview over all other candidates, and shall be placed prior to all voluntary transfers.

10.8.7 Unit Members shall receive updates via e-mail of all vacancies until all affected Unit Members have been placed.

10.8.8 Unit Members shall indicate their preferences from the list of vacancies from a list provided by the District.

10.8.9 The District shall provide transportation, personnel and packing materials to move classroom materials to the new school site.

10.8.10 Storage of district materials shall be provided to any Unit Member not placed prior to the end of the school year.

TA: 11/3/2021
Date

Signatures:



Derek Jindra, Ed.D., Asst. Supt. of HR



Tamara Jaimez, Lead Negotiator, HTA