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ARTICLE XIV. REASSIGNMENT AND TRANSFER

A. All bargaining unit members are employees of the District and not of one particular school, division or department. Teachers assigned to Migrant Education, Special Education, Educational Services and other specially designed programs shall be considered members of the department, and shall be subject to reassignment based upon department needs and teacher qualifications. Reassignment procedures for teachers assigned to Migrant Education, Special Education, Educational Services and other specially designed programs are used to request a different job assignment anywhere within the same department. The transfer procedures are used to request a different job assignment outside the department.

Bargaining unit members shall be assigned solely within the scope of their authorizations and in compliance with the mandates of the federal No Child Left Behind Act (NCLB) and other legal mandates. Bargaining unit members shall not be reassigned or transferred outside the scope of their certificates without their written consent and appropriate action by the Governing Board. Areas of demonstrated competence, as well as program needs, must be a strong consideration in reassignment and transfer. Unintentional failure to inform an employee of these requirements does not waive the employee's responsibility to meet the requirements necessary to maintain a valid credential necessary to continue employment in the District.

B. The following definitions shall apply to reassignment and transfer.

1. Reassignment is the placement within a given school of a bargaining unit member to a different position with a different grade level (such as second to third grade), or a different department (such as science to social studies), or both (such as seventh grade social studies to eighth grade mathematics).
2. Transfer is a relocation from school to school and may include a change in grade level and subject:
 - a. A transfer may be teacher-initiated (voluntary); or
 - b. A transfer may be district-initiated (involuntary).
3. Vacancy is an unfilled certificated position. A vacancy may be created by death, resignation, retirement, termination, transfer, reassignment, expansion of program, or increased enrollment. Vacancies created by a teacher on leave of absence for one semester or longer shall be posted and may be filled by a regular employee on a one-semester or one-year replacement basis, by a substitute, or by a temporary employee.
4. Seniority: District seniority shall be determined by the amount of time a certificated employee has been continuously employed in the District beginning with the first day of service in a probationary position with the District or one of its pre-unification parts, including any time of district-approved leave. When District seniority is the same, then site seniority shall be the second consideration. Site seniority shall be the amount of continuous service in a particular school in a probationary or permanent position. In the event that more than one certificated employee has the lowest seniority, the first date of paid service as a regular certificated (non-substitute) employee will be considered, with the least seniority subject to transfer. Certificated employees in special categories, including, but not limited to Special Education, Speech, and Psychologist, shall gain seniority in their special category, in lieu of site seniority. A certificated employee who

accepts a special District assignment for a period not exceeding three (3) years and who returns to his/her former school, shall retain his/her original site seniority. When two (2) certificated employees have the same district and site seniority, a lottery shall be used to break the tie. The affected certificated employees, plus representatives of the Union, shall have the right to be present for the lottery drawing.

5. A year of service is service performed, under contract, for seventy-five percent (75%) of the days of the basic school year as listed in the school calendar.

C. General Provisions.

1. All vacancies, including extra pay assignments, shall be posted on EnJoin, as far in advance of the closing date for submission of applications as practical, a minimum of five (5) working days. A copy of the notice shall be sent to the Union at the time of the posting.

Prior consideration shall be given to in-district unit members applying for extra pay assignments.

Current employees may submit a letter of interest in any vacant position. If they meet the minimum qualifications for the position they will be offered an interview.

2. The notice shall describe the position, state whether or not the position is temporary, state the qualifications required, and shall state the final date for receipt of applications. The Human Resources Dept. shall see that qualifications which may be desired in employees new to the District are stated in such a way that they do not discourage transfer applications from within the District.
3. By May 10th, the Human Resource Office shall compile and post in each school, a list of all anticipated open positions for the upcoming school year. A copy shall be sent to the Union.
4. The District may elect not to make an actual transfer until the beginning of the next school quarter or semester, but the assignment shall be made, and any vacancies created by the transfer shall be processed.
5. Continuing employees shall receive written notification of their grade level and/or subjects assignment and school assignment on or about May 20th for the next school year, except where good cause exists, such as late resignations, retirements, new projects, or unexpected program changes.
6. An employee on leave of absence of two years or less shall return to his/her former school, except s/he may request to be reassigned or transferred or may be considered for reassignment or transfer the same as employees who are not on leave.
7. All teachers who accept special district assignments shall be given, in writing, the terms and conditions of those assignments, such as a brief summary of the duties and the length of the assignment. A teacher so assigned shall be placed on leave from his/her classroom duties
8. Priority for Placement:

In verified vacancies, the following priority shall prevail:

- a. Returnees from sabbatical leave;
 - b. Persons displaced because of declining enrollment or reduction or discontinuance of programs;
 - c. Unassigned teachers returning from leave;
 - d. Teachers seeking part-time positions authorized by Article XXIII. A. Pre-Retirement
 - e. Temporary employees with rehiring rights at the same school (see #9 following);
 - f. Teacher-initiated transfer requests;
 - g. All other temporaries.
9. Temporary teacher placement: If a teacher has been interviewed for a position and was assigned as a temporary teacher for the school year, that teacher may be re-employed in that school without an interview, if the performance has been satisfactory.
10. If a transfer occurs while school is in session, at least two (2) working days without classroom duties shall be provided for moving and preparation. Additional days may be granted upon joint request of the receiving principal and the employee transferring.
11. A teacher who is reassigned during the school year shall, upon request, be provided one (1) day without classroom duties for moving and preparation. An additional day may, upon request, be granted by the principal.
12. Denial of Request for Reassignment or Transfer
- a. A teacher who does not agree with the immediate supervisor's final decisions regarding denial of a request to be reassigned or transferred by the District, may appeal in writing to the Superintendent or designee. The Superintendent or designee shall decide the merits of the original decision by the immediate supervisor.
 - b. The decision of the Superintendent or designee shall be provided to the Board if requested by the employee. The actual transfer shall not occur until the written decision of the Superintendent or his/her District level designee has been received. The Board may review the Superintendent's decision and inform the Union and the teacher of its decision.
 - c. This appeal procedure is intended for review of decisions made. Alleged violations of procedures provided for in this Article shall be resolved by the provisions of Article XVI.
13. No vacancy for which there is a qualified teacher on the unassigned list shall be filled with a newly hired teacher or temporary employee until the qualified teacher is placed, except where the qualified teacher and the Assistant Superintendent for Human Resources or her designee mutually agree to other arrangements.

D. Reassignment.

1. A regular teacher may request reassignment to a vacancy occurring in his/her school and the request shall be acted upon before the vacancy is posted or advertised for transfer and/or hiring from outside the District.
2. Requests for reassignment for the following school year shall be made known to the teacher's immediate supervisor on or before April 1st. The request shall be made in writing.
3. The immediate supervisor shall attempt to honor reassignment requests wherever possible, considering the employees areas of demonstrated competence, qualifications and program needs. When all considerations are deemed to be equal by the immediate supervisor, seniority shall be used to make a final determination.
4. Upon request, a teacher shall be given verbally the reason(s) for the denial of a reassignment. Upon written request, a teacher shall be given, in writing, the reason(s) for denial of a reassignment request. The written request and the written response may be placed in the employee's personnel file.
5. In District-initiated reassignments, attempts shall be made to place unit members in positions similar to their former assignment. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and junior and senior high school teachers within the scope of their credentials and areas of demonstrated competence.
6. The immediate supervisor shall make every reasonable effort to meet with the affected teachers to discuss the reassignment.

E. Teacher-Initiated Transfer.

1. Teachers may apply for any vacancy if: (a) they have two (2) years of service in the District **prior to the beginning of the transfer**; (b) they have not placed on PAR within the last two (2) years; and, (c) they have not accepted a teacher-initiated transfer in the last two (2) years.
2. The Human Resources Department shall forward to the principal, or other administrator having authority to fill the vacancy, the names of all teachers who have applied for a vacancy, and the names of those teachers whose general requests for transfer are on file.
3. When five (5) or more district teachers apply for the same position, at least the four top candidates shall be interviewed.
4. The District shall make every reasonable attempt to fill vacancies from transfer requests wherever possible.
5. When two or more teachers apply for the same vacancy and when the immediate supervisor determines, after considering the employees areas of demonstrated competence, qualifications and District needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination.

6. The immediate supervisor shall make every reasonable effort to communicate his/her recommendation to each applicant within five (5) days after Board action.
7. Any teacher who has been interviewed for transfer and who has been denied, may request, and will receive, from the appropriate administrator, the reason(s) for non-acceptance.
8. Teachers desiring to trade positions may apply to the site administrators at the affected sites.

F. District-Initiated Transfers.

1. When two or more teachers are being considered for a district initiated transfer to the same position, and when the immediate supervisor determines, after considering qualifications and district needs, that two or more teachers are equally qualified, seniority shall be used to make a final determination. When extraordinary circumstances arise, the Union and the District shall meet and discuss it seniority should not apply.
2. When teacher(s) are to be transferred for reasons including, but not limited to, enrollment changes or mandated programs, and when the appropriate administrator(s) determine(s), after considering school and district needs, that these needs have been met, seniority shall be used to make a final determination. Prior to a determination to displace by seniority, site staff shall have the opportunity to volunteer to be displaced.
3. District-initiated transfers shall be made with reasonable efforts to place teachers in positions similar to their former assignments. In general, primary teachers to primary grades, intermediate teachers to intermediate grades, and middle school/junior high and senior high school teachers within the scope of their credentials and areas of demonstrated competence.
4. The immediate supervisor shall make every reasonable effort to meet with the employee and to notify him/her of the impending transfer. If the decision to transfer is made during the teacher's non-contract days, notification shall be sent by certified mail to the last known address, and the notification shall also inform the teacher that s/he shall be given a conference, if requested, within fifteen (15) business days.
5. Upon request, the employee to be transferred shall receive a statement of reasons in writing.
6. Every reasonable effort shall be made so that a teacher shall not be given a District-initiated transfer in two (2) successive years.
7. In the event of a major program change, the following shall apply:
 - a. Teachers presently assigned to that school shall have the right to request positions in the new program.
 - b. The District shall have the right to advertise and seek transfers by other District teachers and staff.
 - c. Teachers presently assigned to that school shall have the right to request a transfer.

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- d. If a 6th grade is moved to a 7th and 8th grade school, the 7th and 8th grade teachers will not be required to interview.
- e. If a 7th and 8th grade school becomes a 6th, 7th, 8th middle school, the receiving school of the 6th grade students shall interview the incoming new teachers.
- f. Teachers transferred from the site of the new program due to credential and program considerations shall have all rights provided under the District-initiated transfer provision of this Agreement.
- g. Vacancies which are to occur when other district teachers transfer to the new program shall be considered as vacancies open to transfer of those transferring due to c. or f. above. Even if placed, the transferred employee will be considered as a displaced person for priority purposes.