

# TENTATIVE AGREEMENT

## 401 TRANSFER AND REASSIGNMENT

### I. Vacancies and Postings

#### A. Vacancy Definition

A vacancy is defined as a position created due to resignation or retirement, non-retention, termination of employment, leave of absence, transfer to another position, or creation of a new position.

#### B. Postings

~~Beginning February 15 and ending June 30, vacancies that have been approved by district administration to be filled shall be posted as follows:~~

**Vacancies will be posted, as follows:**

1. Internally for five (5) work days from February 15 through May 15. Positions that are not filled internally may be opened up to external applicants until the position is filled. Internal applicants may apply during either of the above posting periods.
2. Internally and externally for a minimum of five (5) calendar days from May 16 through June 30. External applicants will be considered only after the consideration of all eligible internal applicants.

#### C. Filling Posted Vacancies

Provided a qualified applicant, as defined herein, applies for an opening, it shall be filled within ten (10) work days from the closing of the posting unless extenuating circumstances warrant a longer time period in order to fill the vacancy. When the position is offered to a teacher, the teacher shall have no longer than forty-eight (48) hours in which to accept the assignment.

#### D. Filling Vacancies after the Posting Period

If a newly funded certificated position is created between July 1 and July 31, the position will be posted internally and externally. External applicants will be considered only after the consideration of all eligible internal applicants.

## II. Definitions of Transfer and Reassignment

### A. Transfer

A transfer is a change to another building, or a change between junior and



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## TENTATIVE AGREEMENT

senior high in a junior/senior high school.

### B. Reassignment

1. At the elementary level, a reassignment is a change of grade level, between resource programs, or between a grade level and a resource program.
2. At the secondary level, a reassignment is a change of two (2) or more class preparations in one (1) semester. Replacement of one (1) class preparation by another constitutes one (1) change. The movement of a teacher to another team does not constitute a reassignment. 27
3. A "limited term assignment" means an assignment to a Districtwide position which has a specified duration.

21

### C. Districtwide Programs

Districtwide programs are defined as programs that supplement regular classroom instruction Districtwide or those based in the Administrative Center. Examples of these programs include, but are not limited to, preschool, emotional disturbance, intensive resource, deaf and hearing impaired, vision impaired, occupational therapy, speech and language, school psychologist, bilingual, elementary band and orchestra, and elementary art. Although it is recognized a number of variables are considered when assigning a Districtwide teacher, to the extent possible, reassignment of Districtwide teachers will be held to a minimum. When possible or applicable, the District will attempt to find volunteers. The reassignment will be made only after a meeting is held between the teacher and supervisor, at which time the teacher will be informed of the reasons for the reassignment which will, at the request of the teacher, be reduced to writing and placed in the teacher's personnel file.

## III. Voluntary Transfer


### A. Eligibility

1. A teacher must have completed at least two (2) years of employment with the District to be eligible for a voluntary transfer. A teacher may apply for transfer to positions posted in the second semester of a teacher's second year of employment for the forthcoming school year.



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\*Exceptions: A first year part time teacher seeking a full time position or a first year

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## TENTATIVE AGREEMENT

teacher identified as an involuntary transfer for the upcoming school year may apply for a transfer.

2. A teacher on a Plan of Improvement is not eligible to apply for a voluntary transfer.

### B. Interview

An interview between the requesting teacher and the receiving principal shall be required consistent with Section V of this article, provided the teacher meets the minimum qualifications of the position.

## IV. Involuntary Transfer and Reassignment


### A. Grounds for Involuntary Transfer or Reassignment


1. Involuntary transfers may occur for the current or forthcoming school term when the needs of the District, as determined by the Superintendent, require and for reassignment when the needs of the building, as determined by the principal, require. When possible, as determined by the Superintendent consistent with the needs of the District, the District will attempt to find volunteers before resorting to involuntary transfer.
2. A teacher is not considered to be an involuntary transfer if the position occupied by the teacher is reclaimed for the forthcoming school term by a teacher who is eligible to reclaim the position from a leave of absence, a limited-term assignment, or shared time.
3. Teachers assigned to District wide programs will move with the class if the programs have to be relocated and shall not be considered involuntary transfers.
4. **A teacher may not be assigned to a charter school without the teacher's consent. Those teachers who decline an assignment at a charter school will be placed in layoff status. The refusal of placement at a charter school will not constitute a voluntary resignation.**

### B. Notice of Transfer or Reassignment

1. Notice of an involuntary transfer or reassignment for the coming school term shall be given to a teacher as soon as practicable. If the involuntary transfer or reassignment

requires a classroom move, the provisions of Article 517 *Classroom Moves* apply.

  
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FEA Spokesperson      Date

## TENTATIVE AGREEMENT

2. An involuntary transfer or reassignment will be made only after a meeting is held between the teacher involved and the supervisor, at which time the teacher will be informed of the reasons for the transfer or reassignment which will, at the request of the teacher, be reduced to writing and placed in the teacher's personnel file.
  - a) Involuntarily transferred teachers will be encouraged to apply for any positions in which they are interested.
  - b) A secondary teacher, who is subject to being involuntarily transferred because of a reduction within a department, will be reassigned within the building if there is a position available in another department for which the teacher is minimally qualified.
  - c) A teacher notified of involuntary reassignment shall be notified of positions available in his/her building and shall be considered before those seeking voluntary reassignments.


### V. Order of Priority and Minimum Qualifications

#### A. Order of Priority


1. Laid off teachers: A vacancy will not be posted if a teacher on the layoff list is qualified to fill the position.
2. Involuntary transfer teachers: A teacher who has been notified of an involuntary transfer for the current or upcoming school year shall receive first consideration for voluntary transfer.
3. Voluntary transfer teachers
4. External applicants

#### B. Minimum Qualifications

Except in extenuating circumstances, "minimum qualifications" as used herein means possessing a proper endorsement, meeting any applicable legal requirements, and having adequate professional preparation for the position to be filled. Teachers employed to teach courses which lead to student licensing or certification will be required to hold the license or certification as a minimum qualification. Extenuating circumstances shall be determined by mutual agreement between the Association and the District. In the event of extenuating circumstances, or if the District asserts that the teacher does not have adequate

  
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      3/3/22  
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## TENTATIVE AGREEMENT

professional preparation for the position, the District and the Association shall actively pursue options to provide a satisfactory, alternative placement.

### VI. Selection Provisions

#### A. Teacher Selection

A building principal shall apply the following criteria in selecting the best qualified applicant for an opening: minimum qualification requirements, certification and endorsement, professional preparation, fields of study, academic focus, type and quality of experience relative to the position to be filled or to the identified curricular needs of the building, teacher performance as determined by the formal evaluation process, and continuous length of service in the District. Where two (2) or more qualified teachers have equal priority and qualifications, seniority shall determine the selection. If two (2) or more qualified applicants have equal seniority, then the building principal shall make the selection.

#### B. Notice of Filled Position

When a position is filled, all teachers who have applied for that position


shall be notified. C. Written Reasons


In the event that a teacher is not selected for a position, the building principal at the receiving school will provide the reasons in writing if requested to do so. The teacher may request the reasons in writing be placed in his/her Administrative Center personnel file.

### VII. Building Closures

**A. The District will notify staff of a potential building closure as soon as possible and explain the process for reassignment to the impacted staff.**

**B. Teachers that are impacted by a school closure will be subject to the involuntary transfer procedures as outlined in this article and will be asked for their placement preference should the District have more than one placement available to which they qualify and allows for the least amount of staffing impacts.**

  
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