

## ARTICLE 5: TRANSFER AND REASSIGNMENT PROCEDURE

### 5.1 Definitions

- 5.1.1 A transfer shall be defined as a change from one school site or administrative unit to another.
- 5.1.2 A vacancy shall be defined as an unoccupied position or positions filled by temporary employees within the bargaining unit for which no member has reemployment rights. The determination of the existence of, or the elimination of, a bargaining unit position is solely the responsibility and right of the District. Such vacancies may occur during the school year prior to April 15<sup>th</sup> or between school years, at the same or different sites. Each site shall make internal shifts prior to the identification of any vacancy.
  - 5.1.2.1 In the event a class is collapsed, those directly impacted by the elimination of the position at that site will be solicited for voluntary transfer or reassignment. In the event there are two or more volunteers who desire to transfer or reassign to a vacant position, the member with the most district seniority will receive the transfer or reassignment.
  - 5.1.2.2 If no volunteers are found, then the member of the grade level or department of the collapsed class with the least district seniority among those directly impacted will be involuntarily transferred or reassigned from the position to a vacant position within their classification.
- 5.1.3 A reassignment shall be defined as a change in position classification within a school site or administrative unit.
- 5.1.4 A position classification shall be defined as the subjects and/or grade level that a bargaining unit member is assigned to work. This includes, but is not limited to, teachers, specialists, counselors, psychologists, speech language pathologists, librarians, nurses, teachers on special assignment, instructional coaches, and early childhood educators.
- 5.1.5 An involuntary transfer or involuntary reassignment shall be defined as one which is initiated by the District.
- 5.1.6 A voluntary transfer or voluntary reassignment shall be defined as one, which is initiated upon the application by a member of the bargaining unit.
- 5.1.7 Reduction in force shall be defined as the District's determination that there are insufficient positions for the number of staff district-wide which would result in the lay-off of bargaining unit members. This would necessitate an official declaration by the District. In the event that this should occur, the entire process as set out in Education Code §44949 will apply.
- 5.1.8 A site move shall be defined as when a majority of the staff at an existing site is moved to a different site.
- 5.1.9 A new site/school opening will be defined as a new facility that did not exist prior and no current staff are still assigned; or a change in the grade level configuration at a site requiring open positions.
- 5.1.10 Itinerant staff shall be defined as staff assigned to a specific administrative unit.

## 5.2 General Posting of Vacancies

- 5.2.1. The District shall notify the Association of new positions prior to taking them to the school board for approval.
- 5.2.2. Prior to April 15<sup>th</sup>, excluding provisions in 5.2.4 and 5.5, postings of district determined vacancies will be placed on the district website within three (3) working days and emailed to WUSD list serve. It will also be emailed to the Association. Each posting shall include any special qualifications needed to fill the position. Postings shall include rate of pay, length of contract, requirements for adjunct duties, programmatic needs, grade level, subject matter level, certification needed, and other requirements of the position.
- 5.2.3. After April 15<sup>th</sup> and before February 15<sup>th</sup> of the following school year, vacancies will be posted online and filled as they occur for both internal and external candidates. If the position is filled temporarily, it will be made available for transfer for the subsequent school year, contingent on staffing needs.
  - 5.2.3.1. In the event a vacancy occurs during the period from the last day of school to two (2) weeks after the first day of school, a bargaining unit member can apply for the position and if selected to fill the position, they will start the position immediately.
  - 5.2.3.2. In the event that a vacancy occurs after the two (2) weeks following the first day of school, and is granted to a current bargaining unit member, they will fill the position the following year. It shall be filled temporarily to avoid the impact of multiple transfers on student learning (unless it involves an increase in salary). If the position is filled temporarily, it will be made available for transfer for the subsequent school year.
- 5.2.4. A pool of candidates shall be considered for openings that occur during the period from the last day of school to two (2) weeks after the first day of school. This online pool shall open annually, by March 9<sup>th</sup>, for any bargaining unit member requesting a transfer within the District or reassignment at the site.
  - 5.2.4.1. This provision shall exclude the opening of a new school.
  - 5.2.4.2. Bargaining unit members in the internal pool must give the Human Resources (HR) Department viable means of contact for the summer, e.g., email, cellphone, etc. The HR Department will email or leave a voice message, if available, for the Bargaining Unit Member in order to set up an interview. The Bargaining Unit Member will have three (3) working days to respond to HR. Interviews may be conducted through electronic means, e.g., Skype, FaceTime or a conference call.
- 5.2.5. Under normal conditions, at least ten (10) working days shall elapse between the online posting of notices and the consideration of applications.
- 5.2.6. Online applications will be accepted by the Human Resources Department prior to the closing date of a posted position. No position shall be filled prior to the closing date of the posting.



- 5.2.7 Bargaining unit members returning from leave will be assigned to a position within the scope of their credential.

5.3 Voluntary Reassignments

- 5.3.1 By February 15<sup>th</sup>, Site Administration will send out a survey soliciting requests for reassignments to fill current anticipated vacancies or new positions and to create a list of site members who are interested in a reassignment. The survey will include any anticipated vacancies or new positions at that site. By March 1<sup>st</sup>, bargaining unit members will notify the administration via the survey of their requests for reassignment. Positions that are created between March 1<sup>st</sup> and March 8<sup>th</sup> due to reassignments, shall be communicated to members who completed the survey.
- 5.3.2 By March 8<sup>th</sup>, each Site Administrator shall make reassignments and notify Human Resources prior to the identification of any vacancies.
- 5.3.3 Current employees will not need to submit credentials or other attachments. Requests received will be acknowledged via an e-mail receipt within three (3) working days.
- 5.3.4 The following shall be used as a basis for voluntary reassignment. Provided that the following criteria are equal, then seniority will be the determining criterion:
- 5.3.4.1 Seniority within the District.
  - 5.3.4.2 Quality of service to the District as reflected in past evaluations.
  - 5.3.4.3 Experience within the classification and/or program.
  - 5.3.4.4 Appropriate certification.
- 5.3.5 Voluntary reassignments may be denied. In the event a voluntary reassignment is denied, the applicant will be notified as stated in 5.5.4.1. The applicant may make a written request and receive the specific reason for denial, in writing, within fifteen (15) working days based on criteria set in 5.3.4.
- 5.3.6 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being voluntarily reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.4 Involuntary Reassignment

- 5.4.1 A request for volunteers via email must be initiated by the Site Administrator or designee and considered prior to any involuntary reassignments within a site.
- 5.4.1.1 Under normal conditions, at least five (5) work days advanced notification will be given to the bargaining unit member being involuntarily reassigned. The bargaining unit member will be informed, in writing, of the specific reason/s for this involuntary reassignment at this time.
- 5.4.2 If the option is available, bargaining unit members to be involuntarily reassigned may indicate their preference. A bargaining unit member advised of involuntary reassignment may elect to apply for voluntary transfer or voluntary reassignment to

any identified vacancy as outlined in 5.3 of this article.

5.4.3 If requested by a member of the bargaining unit being involuntarily reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.4.3.1 If requested by a member of the bargaining unit being involuntarily reassigned, curricular support for the new assignment will be provided.

5.4.4 For those bargaining unit members being involuntarily reassigned to another site, grade level and/or subject matter no fewer than three (3) release days or equivalent compensation at the retired teacher substitute rate will be made available to move and prepare for the new assignment.

5.4.5 The following criteria shall serve as the basis for involuntary reassignment. Provided that the following criteria are equal, then seniority will be the determining criterion:

5.4.5.1 Seniority within the District.

5.4.5.2 Quality of service to the District as reflected in past evaluations.

5.4.5.3 Experience within the classification and/or program.

5.4.5.4 Appropriate certification.

5.4.6 No member shall be involuntarily transferred or involuntarily reassigned in more than two (2) consecutive years.

5.4.7 Involuntary reassignments shall not be made in an arbitrary, punitive, or discriminatory manner.

5.5 Voluntary Transfers Between March 15<sup>th</sup> through April 15<sup>th</sup>

5.5.1 Online posting of vacancies will be prepared by HR by March 15<sup>th</sup> so that internal candidates may apply for vacancies and new positions at different sites.

5.5.1.1 Internal candidates will not need to submit credentials or other attachments when the District utilizes an online application process for voluntary transfers.

5.5.2 The District will post vacancies or new positions within three (3) working days of the District's determination of a vacancy, in accordance with 5.2.2.

5.5.3 During the first five (5) days of an online posting, any internal candidate who qualifies according to the criteria in 5.5.8 will be considered for transfer before the position is opened to outside applicants. Online applications received after the first five (5) days will only be released to Site Administrators after internal interviews are completed.-

5.5.4 After the five (5) day period, the District will interview all qualified internal candidates for vacant positions and consider seniority and other criteria as set out in 5.5.5.

5.5.4.1 The District will notify the internal candidates in writing if they have or

have not been selected for the position prior to interviewing outside applicants.

5.5.5 The following shall be used as a basis for voluntary transfer. Provided that the following criteria are equal, then seniority will be the determining criterion:

5.5.5.1 Seniority within the District.

5.5.5.2 Quality of service to the District as reflected in past evaluations.

5.5.5.3 Experience within the classification and/or program.

5.5.5.4 Appropriate certification

5.5.6 If no qualified internal candidate exists within the District, then, and only then, may the District consider qualified applicants from outside the District.

5.5.6.1 Outside online applications will only be released to Site Administrators after completing the interviews in accordance with 5.5.4.1 of the qualified internal candidates.

5.5.6.2 Internal candidates that apply after the first five (5) days of posting will be considered along with outside candidates.

5.5.7 Voluntary transfers may be denied. In the event a voluntary transfer is denied, the internal candidate will be notified as stated in 5.5.4.1. The internal applicant may make a written request and receive the specific reason for denial, in writing, within fifteen (15) working days based on criteria set in 5.5.5.

5.5.8 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being voluntarily transferred, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

## 5.6 Involuntary Transfer

5.6.1 A request for volunteers via email must be initiated by the Site Administrator or designee and considered prior to any involuntary transfers to another site.

5.6.1.1 Under normal conditions, at least five (5) working days advanced notification will be given to the bargaining unit member being involuntarily transferred. The bargaining unit member will be informed, in writing, of the specific reason/s for this involuntary transfer at this time.

5.6.2 If the option is available, bargaining unit members to be involuntarily transferred may indicate their preference. A bargaining unit member advised of involuntary transfer may elect to apply for voluntary transfer or voluntary reassignment to any identified vacancy as outlined in 5.3 and 5.5 of this article.

5.6.3 If requested by a member of the bargaining unit being involuntarily transferred, school vehicles and personnel will be used to assist in transporting teaching and

- 5.6.4 For those bargaining unit members being involuntarily transferred, grade level and/or subject matter no fewer than three (3) release days or equivalent compensation at the retired teacher substitute rate will be made available to move and prepare for the new assignment.
- 5.6.5 The following criteria shall serve as the basis for involuntary transfer. Provided that the following criteria are equal, then seniority will be the determining criterion:
  - 5.6.5.1 Seniority within the District.
  - 5.6.5.2 Quality of service to the District as reflected in past evaluations.
  - 5.6.5.3 Experience within the classification and/or program.
  - 5.6.5.4 Appropriate certification.
- 5.6.6 No member shall be involuntarily transferred or involuntarily reassigned in more than two (2) consecutive years.
- 5.6.7 If a bargaining unit member is involuntarily transferred from a site, that bargaining unit member may initiate a request to return to that site.
- 5.6.8 Involuntary transfers shall not be made in an arbitrary, punitive, or discriminatory manner.

#### 5.7 Site Moves

- 5.7.1 Subject to 5.7.2, during a site move, staff will be maintained in the move to a different facility. These site moves will be considered involuntary transfers.
- 5.7.2 If a program is not offered, then bargaining unit members to be involuntarily transferred may indicate their preference to any open, vacant position. They shall be placed in accordance with 5.5.5. A bargaining unit member advised of involuntary transfer may elect to apply for voluntary transfer to any identified vacancy as outlined in 5.5 of this article.

#### 5.8 New School Openings

- 5.8.1 All new school vacancies will be opened to all current bargaining unit members prior to being opened to outside applicants in accordance with 5.5.1.1 through 5.5.8.
- 5.8.2 When all other criteria are equal as set forth in 5.5.5, the bargaining unit member's preference and seniority within the District shall be the determining factor.

#### 5.9 Miscellaneous

- 5.9.1 This Article shall be applied to the early childhood education bargaining unit members only as it appropriately relates to transfer and reassignment within those programs and as further restricted by law.



- 5.9.1 This Article shall be applied to the early childhood education bargaining unit members only as it appropriately relates to transfer and reassignment within those programs and as further restricted by law.
- 5.9.2 Bargaining unit members returning from leave will be assigned to a position within the scope of their credential immediately after April 15<sup>th</sup> and prior to placement of outside candidates. Subsequently, unassigned bargaining unit members will be assigned to a position within the scope of their credential immediately after April 15<sup>th</sup> and prior to placement of outside candidates.
- 5.9.3 Vacancies will be filled in the following preferential order:
- 5.9.3.1 The legal right of those returning from leave
  - 5.9.3.2 Those on a 39-month reemployment list
  - 5.9.3.3 Those on a 24-month reemployment list
- 5.9.4 Voluntary transfers and voluntary reassignments will be given first priority without interfering with the legal rights outlined in 5.9.3 of this agreement.
- 5.9.5 Notwithstanding 5.2.3 of this agreement, teachers on the reemployment list who are recalled during the school year, may elect to remain in that position.
- 5.9.6 If there are multiple, concurrent openings from which teachers on the reemployment list will be recalled, teachers on the list will return to the site, if available, from which they are laid off.
- 5.9.7 Those bargaining unit members who are required by the District to remove all District property from their classroom/workspace involuntarily due to construction or major renovation, shall receive no fewer than two (2) duty days or compensation at the retired teacher's substitute rate to pack and prepare the room.

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