

## **Article 11**

### **Employee Assignments, Vacancies and Transfers**

**A. Assignments**

Tentative assignments for the following school year shall be made prior to the last day of the school year, subject to changes due to enrollment, program changes, financial resources of the District and personnel needs. Prior to assigning newly-hired **employees unit members**, all current **employees unit members** shall be assigned to a position that is within their area of licensure. All **employees unit members** shall be notified of any changes in the tentative assignment as soon as such information becomes available. The Association shall be given copies of tentative assignments prior to the beginning of each school year. It is understood that all **employee unit member** assignments are at the discretion of the District, subject to terms of this agreement.

**B. Specialists**

Specialists' assignments will be developed by the appropriate administrator after eliciting input from the employees involved. Tentative assignment for the following year shall be made at least one (1) week prior to the last day of the current school year. Assignment changes after said date shall be based upon demonstrated district need.

**C. Definition of Vacancy**

A vacancy shall be defined in the Agreement as any opening **that the District intends to fill** created by any of the following circumstances:

1. A newly created position.
2. Any opening(s) created by transfer, termination, or reassignment.

**D. Notification of Vacancies**

Notification of all vacancies will appear on the District website. Vacancies will remain on the District's website for a minimum of five (5) days. All postings will indicate a specific deadline for application, a definition of the position and the expected duration of the position. In-District applicants who are properly licensed for a position will be interviewed for positions for which they applied before a selection is made. Upon request of the applicant, a meeting will be held with the principal and/or the Executive Director of

Human Resources to discuss the reason(s) for non-selection. The applicant may be accompanied by his/her Association representative. A list of all in-District applications will be forwarded to the president of the Association.

**E. In-Building Change in Assignment**

**Employees Unit members** who desire a change in grade level and/or subject assignment within their currently assigned building will submit such requests to their building administrator and will have an opportunity to discuss their preferences prior to assignments being made for the upcoming school year. This process shall occur prior to the established District-wide transfer period.

**F. Voluntary Transfer**

**Employees Unit members** who desire a change in **grade and/or subject** assignment to another building may file a written statement of such desire not later than March 1 with the Executive Director of Human Resources.

Such statement will include the grade and/or subject to which the **employee unit member** desires to be assigned and the school or schools to which s/he desires to be transferred in order of preference. If an opening is for the following year and is posted prior to March 1, an **employee unit member** will have five (5) work days to apply for a transfer to that position. After the District has reviewed all properly licensed in-District candidates, the District may fill the position with one of these candidates or open the position to the outside and hire a new **employee unit member**. Where vacancies do not exist and mutually agreed transfers are desired, they will be taken into consideration. After April 1, **employees unit members** will continue to be eligible for transfer but must apply for each opening in which they are interested in accordance with Section D above.

An **employee unit member** filing a written statement of desire for transfer shall not be selected for an involuntary transfer by virtue of such filing. This shall not eliminate the **employee unit member** for selection for involuntary transfer based on normal selection criteria.

**G. Involuntary Transfer**

Whenever an involuntary transfer is necessary, based upon a change in building enrollment, programs or other needs as determined by the District, the following criteria for selecting the appropriate transferee shall be applied:

1. Area(s) of certification and/or accompanying experience.
2. Length of service in the District.
3. Instructional requirements.
4. District personnel needs.
5. When two or more **employees unit members** are equally qualified by license and seniority, and if there are no instructional requirements or stated District personnel needs, retention in the position shall be determined by the affected unit members' drawing of lots.

The District and the Association shall devise a procedure for the drawing of lots.

- 6.** Written notice of an involuntary transfer will be given to the **employee unit member** at least ten (10) school days prior to the effective transfer date. Upon receipt of this notice, the **employee unit member** may make a written request to the Executive Director of Human Resources for a written explanation for the transfer.

Transfers that occur prior to the end of September, but after the commencement of the school year may be made with less than ten (10) days' notice. However, this exclusion in no way abridges the right of the transferee for adequate time for a review of the decision by the Executive Director of Human Resources with the employee and, if desired, his/her Association representative.

- 7.** Whenever an **employee unit member** is involuntarily transferred and there exists at least two vacancies available for transfer, the transferee will have the opportunity to make known to the appropriate administrator his/her preference(s) regarding the new assignment.
- 8.** **Employees Unit members** involuntarily transferred because their position is being reduced or eliminated will be given priority in the placement process at this or the next available transfer opportunity. **If, within 27 months of the transfer, the same position is reinstated that the unit member held prior to the reduction or elimination of**



**said position, and if said position is not held by a more senior unit member, the then the unit member who was involuntarily transferred shall have the option to be voluntarily transferred to that position.**

- 9.** It is the intent of the District that all assignments shall be final by the end of the first quarter. Changes in assignments after the end of the first quarter shall occur only if unusual enrollment patterns or staffing changes dictate. When such change is being considered, it shall be reviewed with all affected employees and with the Association before a final decision is reached.
- 10.** The District, where possible, will endeavor not to subject an employee to an involuntary transfer more than twice in five (5) years, except in a case of reduction of force.
- 11.** All involuntary transfers will be reviewed by the Executive Director of Human Resources with the **employee unit member**, and, if desired, his/her Association representative.

#### **H. Changes in Assignment:**

1. **~~Employees~~ Unit members** are to be notified by the building administrator as soon as ~~these~~ changes **in assignment** are known.
2. Days (based on the **employee's unit member's** work day) will be provided to accommodate change(s) in the following situations:
  - a. **~~Employees~~ Unit members** who are transferred to another building shall be provided with two (2) days. All **~~employees~~ unit members** who transfer to another building shall be provided with physical assistance.
  - b. **~~Employees~~ Unit members** who are subject to an involuntary in-building change in room assignment (for self-contained classrooms) shall be provided with one (1) day.
  - c. **~~Employees~~ Unit members** who are subject to an in-building change in assignment that occurs during the work year and which

involve a grade level change or a change in fifty percent (50%) or more of the **teaching** assignment shall be provided with one (1) day.

3. Days may be taken in the form of release time, trade time or pay at the **employee's unit member's** daily rate, at the discretion of the **employee unit member** in consultation with the building administrator.
4. If an **employee's unit member's** assignment is to be changed, there will be a review by the Superintendent/designee or the Executive Director of Human Resources upon written request of the affected **employee unit member**. The Superintendent/designee or the Executive Director of Human Resources will give a prompt written response including his/her decision and rationale.

