

## ARTICLE XI – ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

### A. Definitions

1. “Assignment” – the grade levels, the subject taught or the services performed by a unit member at a particular site.
2. “Reassignment” – any change in assignment.
3. “Transfer” – the movement of a unit member from an assignment at one site to an assignment at another site.
4. “Voluntary Reassignment/Transfer” – a reassignment or transfer initiated by the unit member.
5. “Involuntary Reassignment/Transfer” – a reassignment or transfer initiated by the District.
6. “Vacancy” – an open bargaining unit position.
7. “Competencies” – include, but not limited to, such factors as CLAD/BCLAD certification, experience, expertise, training, and evaluations.
8. “Seniority” – length of service as determined by the date and time that a unit member signed the District’s offer of employment.

- B. The authority to assign, reassign, and transfer unit members has been retained by the District, except as modified by the provisions of this Article.

### C. General Restrictions on the District’s Right to Assign, Reassign, and Transfer Unit Members

1. The District shall assign new employees, and reassign or transfer unit members, only in accordance with their teaching credentials, competencies, and District/school needs.
2. The District shall not involuntarily reassign or involuntarily transfer unit members, nor deny their requests for voluntary reassignments or voluntary transfer for disciplinary purposes.
3. All qualifications for a position shall remain in effect whether advertised inside or outside the District.
4. Before assignments are made for the coming year, temporary unit members will be informed that their position may be posted as a vacancy for which they may apply. Temporary unit members may be offered a position after the position has been flown and probationary and permanent unit members have been given the opportunity to apply and interview for the position.
5. Unit members at each site shall be informed of the scheduling needs for the coming year. The unit member’s input and assignment preference shall be considered.
6. All District-funded extra assignments will be announced through the staff bulletin or e-mail.

D. Specific Procedural Restrictions on the District's Right to Assign, Reassign, or Transfer Unit Members

1. The Requirement to Post Notices of Vacancies

- a. During the school year the District shall post at each site, and at its Personnel Office, a notice of each vacancy which it has decided to fill. Such notices shall remain posted for at least five (5) school days and shall include the name and/or description of the position, credential requirements, and minimum required competencies.

Notices for the winter/spring semester shall be posted on or before November 1<sup>st</sup>. Those for the next school year shall be posted on or before April 1<sup>st</sup>. Provided, however, nothing in this Article shall prevent the District from deciding, after November 1<sup>st</sup> or after April 1<sup>st</sup>, to fill a particular vacancy and to post a notice of it after those dates.

- b. During the summer months the District shall post at each site frequented by unit members during those months, and at the Personnel Office, a notice of each vacancy it has decided to fill. Such notices shall be sent to the Association at the same time.

2. The Right of Unit Members to Seek Voluntary Reassignments for the Next School Year

- a. Unit members who desire a reassignment for the next school year at the site to which they are presently assigned may request one from their building principals, who shall have discretion to make reassignments at their schools, subject to the overall needs of the District. When two or more unit members request the same assignment, the principal shall determine staffing based on teachers' credentials, competencies, and seniority. Provided however, the District/school needs of the site shall ultimately be the controlling factor and they shall be determined by the building principal.

3. The Right of Unit Members to Seek Voluntary Transfers for the Next School Year

- a. Unit members may request of and receive from, the site or District's Personnel Office a "Request for Transfer" form.

Upon receipt of a unit member's completed "Request for Transfer" form for the next school year, the District Personnel Office shall send a copy to each building principal involved.

- b. Unit members returning from leave shall be afforded the right contained in Section 3a.

4. The Right of Unit Members to Know of Their Assignments for the Next School Year

- a. The District will make every effort to voluntarily reassign or transfer permanent unit members first. Normally non-permanent unit members are not transferred but may seek reassignment.

- b. All unit members shall be notified of their assignment for the next year in writing by the seventh calendar day before the last teaching day of the school year. This assignment may be changed pursuant to other provisions of this Article. The unit member will be notified of any change as soon as possible.

- (1) When a unit member's request for a voluntary transfer or reassignment for the next school year has been denied, he/she may normally expect to remain at the school or site where he/she is presently assigned, and in the same assignment, for the next school year.
- (2) Unit members seeking voluntary transfers may request and receive notification of vacancies.

5. The Rights of Unit Members Who Seek to Fill Posted Vacancies

- a. Whenever a unit member seeks to fill a posted vacancy by filing a request for a voluntary reassignment or a voluntary transfer, or whether he/she has filed a separate application for a posted vacancy, he/she shall have the following rights:
  - (1) The right to be interviewed for each vacancy for which he/she has applied, provided he/she meets the stated qualifications for that vacancy in question and has submitted a timely application.
  - (2) The right to have his/her application for each vacancy for which he/she has applied judged on the basis of his/her teaching credentials, competencies, and his/her seniority. Provided, however, the District/school needs shall always ultimately be the controlling factor and they shall be determined by the District.
  - (3) The right to have either a meeting with the administrator who denied the request to discuss the reasons for the denial or to have the reasons for the denial in writing.

6. The District's Obligations When Involuntary Reassignment or Transfers Must Be Made

- a. The District has the right to involuntarily reassign or transfer unit members when such reassignments or transfers are required to meet an operational need. Such needs may arise because of enrollment changes, program needs, school closures, and changes in curriculum or course offerings. Such needs also may arise because of the death, retirement, or resignation of a unit member.
- b. Volunteers for transfer shall be sought by the District before an involuntary reassignment or transfer is made. The District, however, shall be the judge of whether reassignment or transfer of the volunteer will meet its operational need.
- c. When the operational need of the District allows it to select from two or more unit members the one who must be involuntarily reassigned or transferred, the District shall select the least senior member unless it first expressly determines that the reassignment or transfer of him/her will not meet its operational needs.

7. The Rights of a Unit Member Who is to Be Involuntarily Reassigned or Transferred

- a. A unit member who is to be involuntarily reassigned or transferred during the school year shall be given five (5) calendar days written notice by the District before he is reassigned or transferred, unless he is willing to be reassigned with less notice.
- b. A unit member who is involuntarily reassigned or transferred during the school year shall be given a written statement of the reasons for his reassignment or transfer if he/she requests it. If a unit member is not satisfied with an assignment, he/she may request a conference with the principal to clarify the reason and/or need for the change in assignment.

- c. In addition to the five (5) calendar days of notice provided in 7a, a unit member who is involuntarily reassigned or transferred during the school year may request in writing to the site administrator, and shall then receive, up to three (3) school days for preparation time as determined by an Assistant Superintendent.

E. Summer School

Summer school teachers shall be selected from the ranks of the regular teaching staff of the District based upon the level/subject being offered for the summer school instructional program. The District shall select summer school teachers from a rotating list based on seniority of those teachers who apply for summer school and are fully credentialed and competent to teach the level/subject offered in summer school. Each spring teachers will be given an opportunity to apply for placement on the summer school hiring list. Teachers hired will be rotated to the bottom of the following year's list. The rotation list is set up in the following order within credential and competency.

1. Teachers who applied the previous summer and were not offered a position.
2. Teachers who did not apply the previous summer.
3. Teachers who taught or declined a position the previous summer.
4. Substitute teachers or new hires, as needed.

Summer school teachers are not eligible for membership on summer committees where meeting hours conflict with summer school hours.

F. Committee Assignments

Participation of District-wide committees should reflect and represent all affected unit members. Composition of committees should vary to give opportunities to all interested unit members. To best accomplish this, the District shall:

1. Advertise District-wide committees in a timely manner.
2. Actively recruit new and varied committee participation.
3. Include relevant committee qualifications on postings.
4. Where feasible provide training to expand the pool of qualified committee applicants.

Summer committee members are not eligible for summer school positions if meeting hours conflict with summer school hours.

G. Relationship of this Article to Article XII

The only questions under this Article XII which shall be subject to the grievance and arbitration procedures provided in Article XIII shall be:

1. Whether the District failed to follow the procedures, or failed to observe the time limits and restrictions, specified in this Article; and
2. Whether the District acted in an arbitrary or capricious manner in exercising its right to assign, reassign, or transfer unit members.