

ARTICLE 5: TRANSFER AND REASSIGNMENT PROCEDURE

5.1 Definitions

- 5.1.1 A transfer shall be defined as a change within position classification from one school 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 15th 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 or administrative unit.
- 5.1.4 A position classification shall be defined as the subjects and/or grade level that a teacher is assigned to teach. This includes specialists, counselors, psychologists, speech language pathologists, librarians, nurses, 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 Posting of Vacancies

- 5.2.1 Each site administrator shall make internal shifts prior to March 1st and notify Human Resources prior to the identification of any vacancies. Online posting of vacancies will be prepared by HR by March 15th so that internal candidates may apply for vacancies and new positions.

- 5.2.1.1 The District shall notify the Association of new positions prior to taking them to the school board for approval.
- 5.2.2 Throughout the regular school year, prior to April 15th, excluding provisions in 5.2.4.5, postings of district determined vacancies will be placed on the district website within three (3) 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.
- 5.2.3 After April 15th, vacancies will be posted online and filled as they occur for both internal and external candidates. In the event that a vacancy occurs after September 15, it shall be filled temporarily to avoid the impact of multiple transfers on student learning (unless it involves an increase in salary). If filled by an internal applicant, the internal candidate will assume the position the following school year. If the position is filled temporarily it will be made available for transfer for the subsequent school year.
- 5.2.4 Transfer Procedures Prior to April 15th
- 5.2.4.1 Within three (3) working days of the District's determination of a vacancy, notices of vacancies or new positions shall be posted online by the District in accordance with 5.2.2. Notices shall include rate of pay, length of contract, requirements for adjunct duties, programmatic needs, grade level, subject matter level, certification, and other requirements of the position.
- 5.2.4.2 During the first five (5) days of an online posting, any unit member who qualifies according to the criteria in 5.3.2 will be considered 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.
- 5.2.4.3 The District will interview present unit members who are qualified for vacant positions first and consider seniority and other criteria as set out in 5.3.2.
- 5.2.4.3.1 The District will notify the unit member applicants if they have or have not been selected for the position prior to interviewing outside applicants.
- 5.2.4.4 If no qualified applicant exists within the District, then, and only then, may the District consider qualified applicants from outside the District.
- 5.2.4.5 Annually, by April 15th, the District shall create an internal pool of applicants for any unit member requesting a transfer within the District or reassignment at the site. This pool of candidates shall only 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 provision shall exclude the opening of a new school.
- 5.2.4.5.1 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 Unit Member in order to set up an interview. The Unit Member will have three (3) business 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 Unit members returning from leave will be assigned to a position within the scope of their credential.

5.3 Voluntary Transfers and Voluntary Reassignments Prior to April 15th

- 5.3.1 Voluntary transfer or voluntary reassignment to any type of position or location shall be made to the Human Resources Department by applying online for any position that has been posted. The District utilizes an online recruitment system to notify bargaining unit members of the open positions. Current employees will have to apply online, but will not have to submit credentials or other attachments when the District utilizes an online application process. Online applications received will be acknowledged via an e-mail receipt.
- 5.3.2 The following shall be used as a basis for voluntary transfer or voluntary reassignment. Provided that the following criteria are equal, then seniority will be the determining criterion:
- 5.3.2.1 Seniority within the District.
 - 5.3.2.2 Quality of service to the District as reflected in past evaluations.
 - 5.3.2.3 Experience within the classification and/or program
 - 5.3.2.4 Appropriate certification.
- 5.3.3 Voluntary transfers and voluntary reassignments may be denied. In the event a voluntary transfer or voluntary reassignment is denied, the applicant will be notified as stated in 5.2.4.3.1. The applicant may make a written request and receive the specific reason for denial, in writing, within fifteen (15) work days based on criteria set in 5.3.2.
- 5.3.4 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being voluntarily transferred or voluntarily reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.4 Involuntary Transfer and 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 transfers to another site or 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 unit member being involuntarily transferred or involuntarily reassigned. The unit member will be informed, in writing, of the specific reason/s for this involuntary transfer or involuntary reassignment at this time.
- 5.4.2 If the option is available, unit members to be involuntarily transferred or involuntarily reassigned may indicate their preference. A unit member advised of involuntary transfer or 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 transferred or 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 transferred or involuntarily reassigned, curricular support for the new assignment will be provided.
- 5.4.4 For those unit members being involuntarily transferred or 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 transfer and 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 If a unit member is involuntarily transferred from a site, that unit member may initiate a request to return to that site.

5.5 Site Moves

5.5.1 Subject to 5.5.2, during a site move, staff will be maintained in the move to a different facility. These site moves will be considered involuntary transfers.

5.5.2 If a program is not offered then unit members to be involuntarily transferred may indicate their preference to any open, vacant position. They shall be placed in accordance with 5.3.2. A unit member advised of involuntary transfer may elect to apply for voluntary transfer to any identified vacancy as outlined in 5.3 of this article.

5.6 New School Openings

5.6.1 All new school vacancies will be opened to current unit members prior to being opened to outside applicants in accordance with 5.2.4.

5.6.2 When all other criteria are equal as set forth in 5.3.2, the unit member's preference and seniority within the District shall be the determining factor.

5.7 Miscellaneous

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

5.7.2 Unit members returning from leave will be assigned to a position within the scope of their credential immediately after April 15th and prior to placement of outside candidates. Subsequently, unit members unassigned due to their status as a Probationary 0 will be assigned to a position within the scope of their credential immediately after April 15th and prior to placement of outside candidates.

5.7.3 Filling vacancies will give preference to the legal right of those returning from leave, from a 39-month reemployment list, and those whose positions have been eliminated. To the degree that voluntary transfer and voluntary reassignments can be given priority without interfering with those legal rights, it will be given first priority for transfer and will follow the procedure in 5.3 of this agreement.

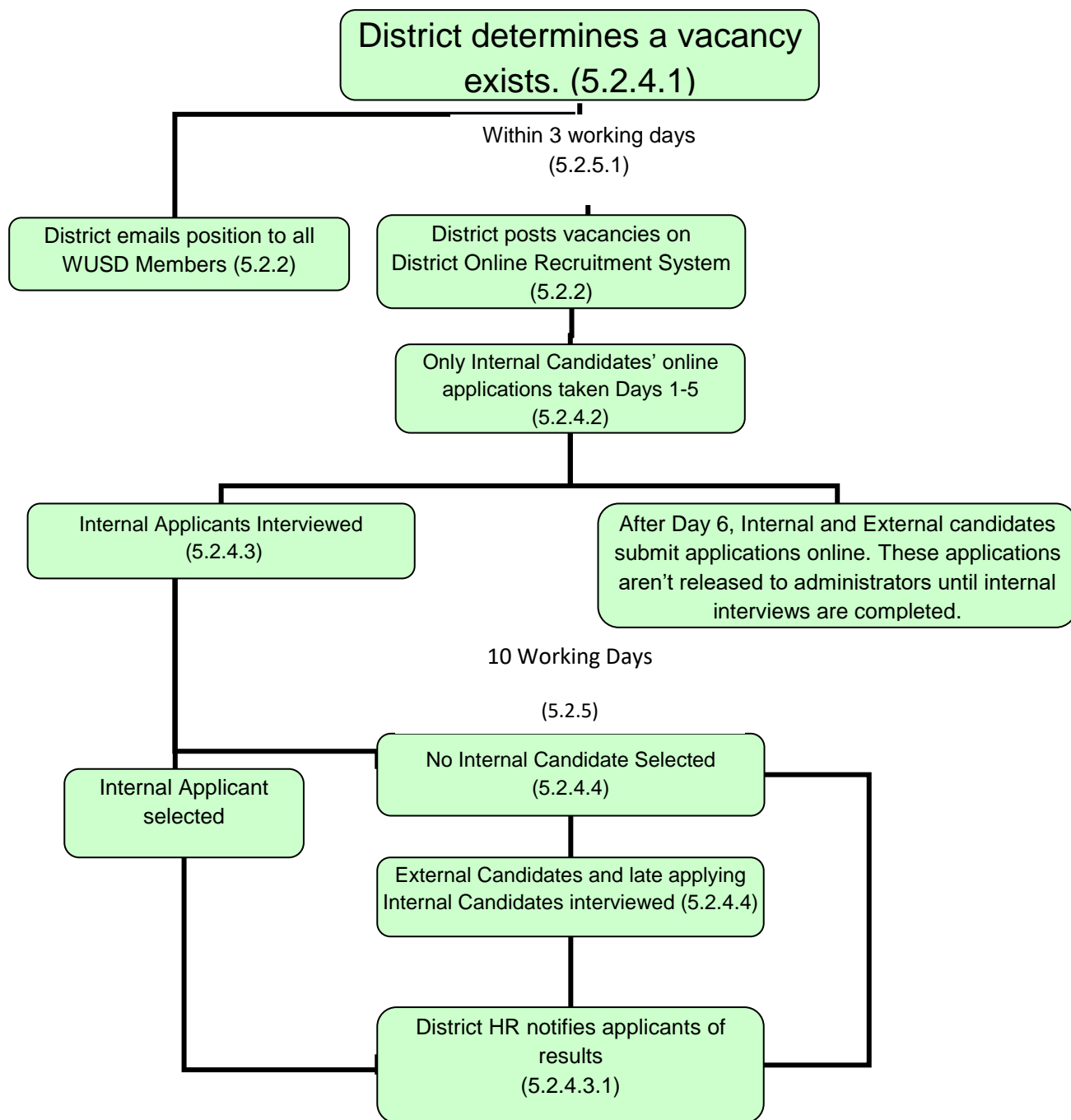
5.7.4 Notwithstanding 5.2.3 of this agreement, teachers on the reemployment list who are recalled during the school year, may elect to remain in that position.

5.7.5 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.

- 5.7.6 Involuntary transfers or involuntary reassignments shall not be made in an arbitrary, punitive, or discriminatory manner.
- 5.7.7 Those 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.

Voluntary Transfer Procedure Prior to April 15th

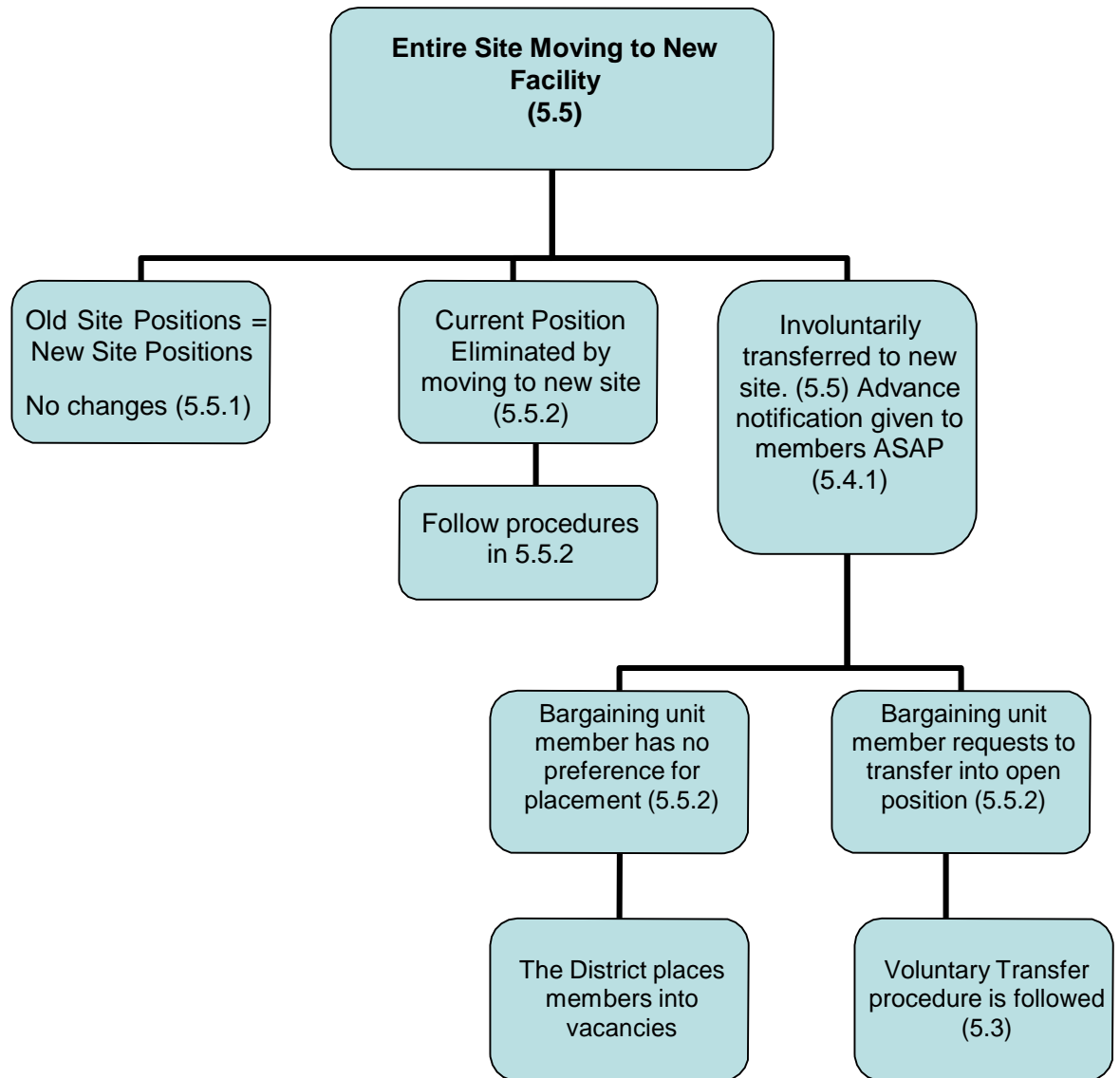
Articles 5.2.4 and 5.3



Any discrepancies between the flow chart and contract language, the contract language prevails.

Entire Site Move Procedure

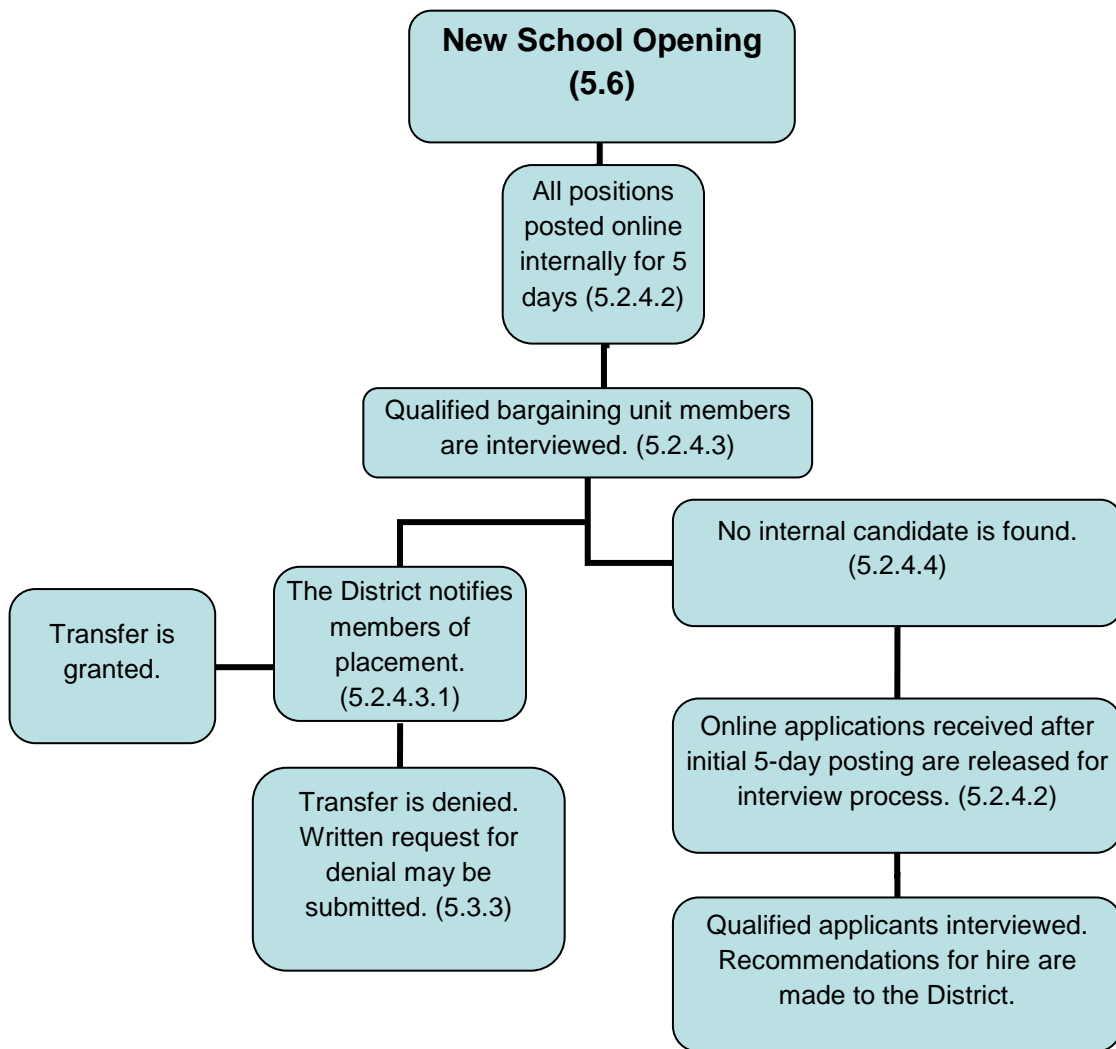
Article 5.5



Any discrepancies between the flow chart and contract language, the contract language prevails.

New School Opening Procedure

Article 5.6



Any discrepancies between the flow chart and contract language, the contract language prevails.