

## ARTICLE 11

### ASSIGNMENT, REASSIGNMENT, AND TRANSFER

#### 11.1 Definitions

- 11.1.1 “Assignment,” for the purposes of this Article, means the continued placement of a returning unit member in his/her existing position for the coming school year. An assignment does not include duties that are purely voluntary in nature.
- 11.1.2 “Reassignment” is a change in assignment (as defined in 11.1.1) at the same work location(s).
- 11.1.3 “Transfer” is a change in work location(s) from one school, work site or program (see 11.1.7) to another school, work site or program within the district.
- A. A transfer does not encompass the process of assignment to a specific position and responsibility(ies) within the school or department or work location, unless said transfer involves an assignment to another program, alternative education, or non-traditional classroom (see 11.1.7, 11.1.8, 11.1.10).
  - B. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program or to a completely new work location.
  - C. It is not a transfer if an itinerant assignment (including preparation teachers) is changed.
- 11.1.4 “Voluntary” refers to a reassignment or transfer that is requested by the unit member.
- 11.1.5 “Involuntary” refers to a reassignment or transfer initiated by the District.
- 11.1.6 The District will use the following non-prioritized criteria when determining a unit member’s qualifications for a given position:
- A. Credentials and certifications of the unit member(s)
  - B. Training and experience related to the position(s)
  - C. Years of experience
  - D. Seniority in the District
  - E. Documented educational program needs
  - F. Documented skills and abilities of the unit member(s)

- G. Major and/or minor fields of study
- H. Advanced degrees related to the position(s)
- I. Affirmative Action requirements
- J. Other, one-time, criteria that is mutually agreed upon between the CUTA and CUSD.

11.1.7 “Program” refers to a teaching position that requires a credential or certificate (e.g. Special Education, Two-way Immersion, etc.) other than a multiple subject or single subject teaching credential.

11.1.8 Alternative Education positions include:

1. Home teacher
2. Classes organized primarily for adults
3. Necessary small high schools
4. Continuation Schools
5. Opportunity schools
6. Juvenile court schools
7. District community day schools

11.1.9 “Day” as used in this Article refers to a day that the central administrative office is open for business, unless otherwise noted in this article.

11.1.10 “Non-Traditional Classroom,” or “environment,” refers to a class that differs markedly in its configuration, methodology, curriculum make-up, or scheduling from the traditional classroom. Current (2006-2007) non-traditional programs include Open Structure, Prep time Specialist, “pull out” Gate and ACT. Other classes may be added by mutual consent between the District and CUTA.

11.1.11 “Non-Traditional Calendar” is a calendar that differs from the calendar utilized by the largest number of students enrolled in the district.

## **11.2 General Provisions**

The transfer and reassignment policies for all unit members shall be as set forth in this article.

11.2.1 Certificated Assignment Preference Form (CAPF): Once each year, unit members will be provided the opportunity to submit a Certificated Assignment Preference Form.

- A. Each unit member shall return his/her CAPF to his/her supervisor for review.

- B. The supervisor will forward a copy of the CAPF to the Certificated Personnel Officer.
  - C. Supervisors shall consider a unit member's CAPF and the criteria in 11.1.6 when making assignments, reassignments, and transfers.
- 11.2.2 Each unit member shall be informed of his/her tentative assignment for the coming school year at least two (2) weeks prior to the last teacher work day of the school year. Upon request of CUTA, the District shall provide a list of assignments at a requested work site or program.
  - 11.2.3 The transfer rights of unit members, as provided in this Article, are limited such that (1) non-summer school employees shall have transfer rights only to non-summer school and (2) summer school employees shall have transfer rights only to summer school.

### **11.3 Assignments**

- 11.3.1 If a unit member's continued assignment requires an involuntary room change, the unit member will be paid two (2) days pay at their daily rate for the express purpose of moving to a new classroom outside of the school day.

### **11.4 Reassignments**

- 11.4.1 In addition to the criteria defined in 11.1.6, the supervisor shall consider the unit member's annual CAPF submission when making staffing reassignments. Reassignments of unit members shall not be made for arbitrary, capricious or discriminatory reasons.
  - 11.4.1.A The supervisor shall confer with the unit member to discuss any reassignment either proposed by the supervisor or requested by the unit member through the CAPF or other means.
  - 11.4.1.B If the unit member so requests, their supervisor must provide, in writing, the specific reasons for their reassignment or the denial of their requested reassignment unless mutually agreed upon by the unit member and the District.
  - 11.4.1.C The District will take all reasonable steps to ensure that reassignments are made in accordance with the following guidelines unless otherwise mutually agreed upon by the unit member and supervisor:
    1. Reassignment from a single grade level class to a combination grade level class will include the unit member's most recent

previously taught grade level. (i.e. A unit member being reassigned to a 2/3 combination class will have taught either 2<sup>nd</sup> or 3<sup>rd</sup> grade the year prior to the reassignment.)

2. Reassignment from one combination grade level class to another combination class will include one of the unit member's most recent previously taught grade levels. (i.e. A unit member may be reassigned from a 2/3 combination class to a 1/2 or 3/4, but not a K/1, 4/5, or 5/6 combination class.)
3. Reassignment from a single subject area to multi-subject area will include a class most recently taught by the unit member. (i.e. A unit member reassigned from Math only to Math and Science will be assigned a Math class that is equivalent to the one he/she taught the year prior to the reassignment.)

11.4.1.D Unit members whose reassignment requires involuntarily moving to a different classroom shall be paid two (2) full days pay at their daily rate for the express purpose of moving to the new classroom outside of the school day.

#### 11.4.2 Reassignments Due to Enrollment Changes after the Beginning of the School Year

11.4.2.A A unit member may be involuntarily reassigned within a school at any time during the school year due to enrollment change to another subject matter or grade level assignment provided the new assignment falls within the unit member's credential(s).

11.4.2.A.(1) Unit members to be reassigned during the school year shall be consulted prior to the reassignment and given at least (5) days advance notice.

11.4.2.A.(2) Unit members to be reassigned during the school year will receive, at their discretion, two (2) days of release time (or two (2) days pay if work is performed outside the regular work day), for preparation and/or orientation to the new assignment.

11.4.2.A.(3) Unit members to be reassigned during the school year will be given the reasons in writing if the reasons are requested within five (5) days of notification.

11.4.2.A.(4) Unit members involuntarily reassigned to another classroom shall be paid two (2) full days pay at their

daily rate for the express purpose of moving outside of the school day.

## **11.5 Voluntary Transfers**

- 11.5.1 A unit member may request, on their CAPF or by other means, a transfer to any position for which the unit member meets the criteria in 11.1.6.
- 11.5.2. Notices of all vacancies will be made available to the unit members as follows:
  - A. Notices shall be posted (1) on the district web site; (2) on the staff room bulletin board(s); and (3) at least one other appropriate place in the school building.
  - B. Written notice shall be provided to all certificated unit members who meet the criteria in 11.1.6 and have requested a transfer.
- 11.5.3 If an opening exists, unit members requesting a voluntary transfer shall be given first consideration before the position may be opened to non-unit members (external hires). The District shall have discretion to approve or deny any voluntary transfer request by unit members; provided, however that a unit member who requests transfer and whose request is denied shall be provided written confirmation that the request has been considered, denied, and the reasons therefore, before applicants not presently employed by the District are hired.
- 11.5.4 A request for transfer may be withdrawn at any time prior to official confirmation that the transfer has been granted.

## **11.6 Involuntary Transfers**

- 11.6.1 The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy for which he/she meets the criteria in 11.1.6, unless such unit member is being transferred pursuant to Sub-Sections 11.6.2.A.(2), 11.6.2.A.(3), 11.6.2.A.(4) or 11.6.2.A.(6).
  - 11.6.1.A Unit members to be involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies.
  - 11.6.1.B The Superintendent or designee shall consider such preferences. In arriving at a decision, the District will make its decision by utilizing the criteria in 11.1.6. A written explanation will be provided to unit members denied their preference.

11.6.2 The District shall have discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the District in its discretion to be satisfactory, subject to the following limitations:

11.6.2.A The reason for such transfer must be one or more of the following:

- (1) Excess staff.
- (2) Modifications, relocations, additions or deletions of programs and/or specific curriculum needs.
- (3) A need for specialized skills
- (4) A need for improvement in performance where transfer could benefit the unit member and/or the students as documented by evaluations. In a period of non-evaluation, other substantive documentation may be used to justify an involuntary transfer to improve performance.
- (5) School closure or opening
- (6) Documented and corroborated staff friction not based solely on hearsay.

11.6.3 No unit member will be involuntarily transferred if that unit member has been involuntarily transferred within twenty-four (24) months of notification of the involuntary transfer. This provision shall not apply to either itinerant unit members or to the transfer of a class or program (this includes, by way of illustration and not limitation: Special Education, GATE, etc).

11.6.4 The procedures for involuntary transfer shall be as follows:

- A. At least ten (10) days in advance of the intended involuntary transfer, the unit member and CUTA will receive written notification of the reasons for the transfer, and be given an opportunity to object.
- B. The unit member to be involuntarily transferred and/or a CUTA representative and the supervisor will hold a conference regarding the transfer. If the involuntary transfer occurs during the school year, the conference will be held within five (5) unit member workdays. If the involuntary transfer occurs during a non student attendance period, the conference will be held at a mutually acceptable time which shall be prior to the start of classes.
- C. Should the unit member object to the transfer, a second conference will be held, within five(5) days of receipt of the objection, with the

supervisor and a representative designated by the Superintendent to resolve the matter. The CUTA shall have the right to have a representative present at this conference if requested by the unit member, or if the unit member is unavailable.

- D. Should the unit member still object to the transfer after the second conference, the District shall have the discretion to implement the transfer over the objections of the unit member, provided the District has confirmed, in writing, the reason originally given for the transfer.
- 11.6.5 If a unit member is involuntarily transferred, the District will provide packing supplies for the unit member's classroom materials. The District will transport the classroom materials to the unit member's new work site.
- 11.6.6 Unit members involuntarily transferred to another school shall be paid two (2) full days pay at their daily rate for moving.
- 11.6.7 A unit member who is involuntarily transferred during the school year to a different subject area or grade level shall also receive two (2) days of release time for preparation and orientation.
- 11.6.8 The District agrees that it will not involuntarily transfer a unit member to a different program (as defined in 11.1.7), alternative education (as defined in 11.1.8) or non-traditional teaching environment (as defined in 11.1.10) if there is a vacant position available in a traditional teaching environment for which he/she is qualified.

#### **11.7 Voluntary Transfers: Work Sites using a Non-Traditional Calendar Year.**

- 11.7.1 Unit members currently assigned to a site that has been newly designated to a Non-Traditional Calendar shall be given first consideration to remain at that site.
- 11.7.2 Unit members currently assigned to a site newly designated to a Non-Traditional Calendar shall be given first consideration for other vacancies for which they meet the criteria in 11.1.6. For the first three (3) school years of the site's status using a Non-Traditional Calendar, unit members at that site shall be granted a transfer to a position in one of the posted vacancies at a site using a traditional calendar.
- 11.7.3 Vacancies at sites using a Non-Traditional Calendar shall be filled by volunteers satisfying the criteria in 11.1.6 from within the District before assigning staff new to the District to sites using a Non-Traditional Calendar.
- 11.7.4 In the first year of implementing a site's Non-Traditional Calendar, openings for identified positions at that site shall be posted by the District as they

become known. All interested unit members shall apply for such positions by January 30, or within five (5) workdays of notification. The positions shall be filled by March 1, or as soon as possible if later notice(s) occur.

11.7.5 No unit member will be involuntarily transferred to a site using a Non-Traditional calendar from a site using a traditional school year calendar as long as there are open position(s) available in the traditional program for which the unit member is qualified.

11.7.6 No unit member will be transferred involuntarily to a site using a traditional school year calendar from a site using a non-traditional calendar provided there are open positions available at a non-traditional calendar site for which the unit member satisfies the criteria in 11.1.6.

## **11.8 Reconfiguration Transfer Policy**

11.8.1 A unit member who requests a transfer due to a school reconfiguration will be granted a transfer to an available position for which they satisfy the criteria in 11.1.6..

11.8.2 If more than one unit member applies for a particular position, the supervisor will interview all unit members applying for the transfer and select the unit member they deem most qualified for the position.

11.8.3 Positions not filled by volunteers can be filled by unit members from non-affected schools. If unit members are to be involuntarily transferred, the criteria in 11.1.6 will apply.

11.8.4 For twenty four (24) months after the reconfiguration, first consideration for vacancies at an affected school shall be given to those who were involuntarily transferred due to reconfiguration.

11.8.5 Sub-Article 11.8 will only apply to a unit member who was employed by the District, or was on leave, during the school year immediately prior to the configuration change.

## **11.9 Transfers Due to Elementary School Closures**

All references to “school closure” in sub-article 11.9 shall include school closure and phasing out of a program (e.g. ending the Neighborhood Program at Hooker Oak).

11.9.1 Not more than thirty (30) days after the decision is made by the School Board to close a school site or phase out a program, the District and the Association shall meet to review the effects of the change(s).

- 11.9.2 Each site will announce the number of anticipated vacancies.
- 11.9.2.A Displaced teachers who have contacted the supervisor for a one-on-one discussion will:
- (1) be placed in the position if it was created solely as the result of the transfer of students from the closed site and they taught in that position in the year of school closure.
  - (2) receive “first consideration” for other vacancies.
- 11.9.2. B Interested permanent and probationary teachers at other sites may also contact supervisors to meet for a one-on-one discussion.
- 11.9.2. C Teachers at a site can be reassigned only after all displaced teachers have been placed except for any openings at a school site that are created through retirement, resignations, etc. These positions the Principal may utilize for internal reassignment prior to filling them with displaced teachers.
- 11.9.2. D Each supervisor will notify the Assistant Superintendent of Human Resources of his/her preference(s) to fill open positions at their site. Placement recommendations shall be based on the application of the criteria in 11.1.6.
- 11.9.2. E The Human Resources office will review the supervisor’s preference(s), consider input from the Association, and finalize placements.
- 11.9.2. F The Human Resources office shall notify each affected displaced teacher and each supervisor of the displaced teachers placed at their site.
- 11.9.2. G For new openings that occur subsequent to the process described above, the regular contract provisions will be in effect. However, for twenty-four (24) calendar months following a school closure, a displaced unit member shall be given first consideration for vacancies for which they apply.
- 11.9.2. H The provisions of this Sub-Section (11.9) shall not apply if the District must conduct a layoff of bargaining unit members.
- 11.9.2. I After displaced members are assigned, voluntary transfer and reassignment processes may be utilized as described in Sub-Sections 11.4 and 11.5.

11.9.3 In the event of a secondary school closure, both parties agree to mutually reopen this article.

**11.10 Grant-Funded Teaching positions**

11.10.1 The District shall first seek to fill grant-funded teaching positions through the use of unit members who volunteer for these assignments.

11.10.2 Unit members working in grant-funded positions shall have return rights to their former position at the conclusion of the grant or at the end of the year, if requested by the unit member. This shall not apply if there have been modifications to the educational program at the unit member's former work site – in such case, the unit member is subject to assignment/reassignment/transfer in the same manner as if he/she had not been in the grant-funded position.