

**ARTICLE XI**  
**TRANSFER AND REASSIGNMENT**

A. Definitions

1. Transfer - The movement of a unit member from one work location to another work location at a different work site.
2. Reassignment - The movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work location.
3. Displaced Teacher - A teacher that has to change assignments because of a reduction in positions at his/her grade level and site.
4. Surplused Teacher - A teacher becomes surplused when he/she has the lowest district seniority at his/her site and a position needs to be eliminated at his/her site.
5. New Position - Any bargaining unit position that is added to a site or District. A change in a class that adds specific curriculum i.e., GATE, PIE, Bridge, or ALA does not constitute a new position. Whenever specific curriculum i.e., GATE, PIE, ALA, Bridge is added to classes at a site, the principal will meet with all teachers at the affected grade level to determine who is willing to teach this curriculum. If no decision can be made or if more than one teacher is interested in the teaching assignment, district seniority will be used as the final deciding factor. If no teacher at that grade level accepts the assignment, then the collapse/T&R process will come into play. It is agreed that positions that were filled in the 2008-2009 school year remain with the current teachers who are in those positions if they indicate that choice on their 2009 transfer & reassignment form.
6. Open Position - A currently filled position becomes open when it is vacated. A half-time opening will be created when one of the partners on a shared contract leaves the team and as long as the other partner chooses to remain half time. If the remaining partner chooses to return to full-time status then the full-time position will be posted as open.
7. District Wide Seniority - The unit members initial date of employment in the District with the provisions outlined in Section E of this article.
8. Newly Created Position - A position for which no previous job description has existed.

9. Looping - Is an agreement between two consecutive grade level teachers (at the same site) which allows those teachers to rotate assignments each year, thus allowing them to teach the same students for two years.

B. Voluntary Transfers/Reassignments

1. Voluntary transfer requests will be determined by the following criteria:
  - a. District-wide seniority
  - b. Qualifications of the applicant in terms of credential(s), experience, English Learner certification, and major and minor fields of study.

If a vacancy is not filled by the most senior applicant(s) who possesses the proper credential(s), English Learner or other certifications, the District must provide in writing to the bargaining unit member and the Association President the reason seniority was not the determining factor used to fill a vacancy. Any bargaining unit member(s) so notified will be granted, upon request, a meeting with the Superintendent or administrative designee to discuss the reasons for denial.

2. At the secondary level, after the master schedule has been developed, a bargaining unit member who possesses the proper credentials may use district seniority to request an open teaching assignment within his/her department. This request will be submitted to the principal by the Department Chair.
3. Voluntary Transfer/Reassignment Preference Form.
  - a. By March 1st, the District's Human Resources Department will send a letter to all bargaining unit members describing the voluntary transfer/reassignment process which will include a description of how to complete the Voluntary Transfer/Reassignment Preference Form. The form must be completed by all bargaining unit members. After March 1st, the District shall issue lists of known vacancies as they occur, which shall be posted at each school on the faculty bulletin board, district website, in the Education Center, and on the job line.
  - b. No later than March 15th all bargaining unit members shall submit to the District Human Resources Department the Voluntary Transfer/Reassignment Preference Form listing all school, grade level, and/or subject level preferences for voluntary transfer/reassignment.
  - c. The Superintendent or administrative designee, with site principals, will make all decisions on voluntary transfers/reassignments from the information provided on the Voluntary Transfer/Reassignment

Preference Form, based on the criteria of B.1. Interviews will be arranged as necessary.

- d. Meetings will be arranged so that unit members can meet the new site administrators.
  - e. Two (2) bargaining unit representatives appointed by NTA will assist the Human Resource Department in sorting the requests for transfer.
  - f. A letter will be sent to all requesting unit members when the transfer process is complete.
  - g. If an open position occurs before the start of their school year, unit members whose requests were not honored will be contacted for consideration.
4. Newly created positions will be posted five (5) days prior to the closing date of the position. The postings will be located at the following: Faculty room bulletin boards, in the education center, on the job line and district web site. Prior to April 15<sup>th</sup>, bargaining unit members shall have seniority over outside applicants.
5. After April 15<sup>th</sup> of each school year, consideration will be given to unit member(s) transfer requests along with other qualified applicants, per Education Code Section 35036. After June 30<sup>th</sup> of each school year, new positions that open will be posted and filled from the outside. These positions, if filled by a bargaining unit member for less than 75% of the instructional days of the school year, will be posted as vacancies for the following school year. A current teacher can be transferred after June 30, if the District thinks that it is in the students' best interest.
- a. In addition, any teacher who either moves voluntarily or involuntarily to a position after June 30<sup>th</sup>, that teacher will have that assignment for the purposes of transfer and reassignment the following year.
  - b. Teachers' transfer and reassignment requests can be honored until the first day of school for newly created positions if it is in the best interest of the school and students.
  - c. Positions posted before June 30 of each year, will not be considered for reposting the following year.
6. When a combination class is changed to two regular classes, the combination class teacher will have a choice of either grade levels that were in his/her combination class.

7. When a combination class is eliminated, the person to be displaced will be the teacher with the least amount of district seniority at the two affected grade levels.
8. When a program is transferred from one site to another site, the teacher transfers with the program, or requests transfer to another open position.
9. Looping, as stated in the definition, can be initiated by two teachers currently assigned to two consecutive grade levels at the same site. These teachers will submit a written looping agreement to their site principal, subject to that principal's approval. When the looping agreement ends, these teachers may renew the looping agreement or return to their original teaching assignments, provided those assignments still exist at that school site. This written agreement will include the duration of the looping agreement and the proposed grade level assignment for each teacher at the conclusion of the looping period.

C. Reassignment Grades 6 - 12

1. The principal will notify staff of pending grade level assignments during the open transfer and reassignment period, as the openings become known. At that time, any unit member shall have the right to request a reassignment in writing to the site administrator.
2. Selection for reassignment shall be determined by the following criteria:
  - a. District-wide seniority.
  - b. Qualifications of the unit member for the vacancy in terms of credential(s), experience in the field, and English Learner certification, if required.
3. When a member's request does not result in a reassignment, the bargaining unit member shall upon written request be provided the reasons in writing.
4. Reassignments will not be made or denied in an arbitrary, capricious or punitive manner, or without basis of fact.
5. If a teacher does not agree with a reassignment, or lack of reassignment, upon request, a meeting with the principal will be scheduled to discuss the reason(s). The teacher may request and shall receive written reasons for the decision following the meeting.

D. Involuntary Transfers and/or Involuntary Reassignments

1. Involuntary transfers and/or reassignments may be made at the discretion of the Superintendent or his designee. These involuntary transfers shall be determined by the following criteria:
  - a. District-wide seniority.
  - b. Qualifications of the unit member for the vacancy in terms of credential(s), experience in the field, and English Learner certification, if required.
2. The District will notify the Association in writing as to the rationale for the transfer. The District will consider written input from the Association before the transfer is consummated.
3. Unit members who are involuntarily transferred and/or reassigned shall be given two (2) weeks prior notice to the effective date of the involuntary transfer and/or reassignment.
4. Unit members who are involuntarily transferred during the school year shall be allowed up to five (5) school days of released time for preparation prior to the effective date of the involuntary transfer or reassignment. The District shall provide assistance in the moving of the unit member's materials whenever a unit member is involuntarily transferred and/or involuntarily reassigned.
5. An involuntary transfer and/or reassignment shall not be made in a punitive, arbitrary, or capricious manner, or without basis of fact.
6. In no case shall an involuntary transfer or involuntary reassignment be made for any disciplinary reason or to punish, reprimand, or deprive an employee for any past, present or future actions or lack of action by said employee.
7. If a teacher does not agree with an involuntary transfer and/or involuntary reassignment, upon request a meeting with the principal will be scheduled to discuss the rationale. The teacher may request and shall receive written rationale for the decision following the meeting.
8. If the teacher is still not satisfied with the involuntary transfer/reassignment after meeting with the principal, the Assistant Superintendent and the member will review the issue with the principal.

E. District-Wide Seniority

Seniority is defined as the unit member's initial date of employment in the District with the following provisions:

1. Unit members with the same initial date of service shall have their seniority number determined by lot.
2. The lottery shall be conducted in the presence of at least two (2) Association representatives and the involved parties, if they so choose. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect for the unit member while employed in the District.
3. A unit member's seniority shall accrue during layoff, unpaid leave, or part time leave.

F. Reduction of Positions at a Site

When it is necessary to reduce the number of teachers at a given grade level and/or site, the teachers at the affected grade level with the least amount of district seniority will be displaced and have to change assignments. The displaced teacher may take a surplus position at the same site or request transfer to an opening in the District. The teacher(s) with the least amount of district seniority at the site will become surplus. In the event the displaced teacher does not want the surplus position, the surplus teacher retains that position and no one else can take it. The displaced teacher will have seven (7) calendar days to notify the personnel office in writing if they want to be assigned to the surplus position.

G. Reinstatement of Displaced or Surplus Positions

In the event the District reinstates a position, the displaced or surplus teacher has the option to return to his/her original assignment, provided the reinstatement occurs prior to the first day of school. Such reinstatement may occur after the first day of school if agreed to by the teacher, principal, and superintendent.