

ARTICLE 7 - ASSIGNMENTS, TRANSFERS, AND VACANCIES & SENIORITY

7.1 Assignments

The Superintendent or the Superintendent's designee shall, subject to approval of the Board, assign all teachers to the positions in which they are to serve.

7.2 Notification of Assignment

The District shall make every effort to ensure that each unit member be given written notice not later than June 1 of the next school year's assignment. Should assignment change become necessary, written notification shall be provided as soon as possible. Such notice shall specify the site, room(s), grade level subject area and position to which the unit member will be assigned. As soon as possible a separate notice shall explain the nature of special issues, which may affect pupils assigned to the unit member.

7.2.1 Assignment Limitations

7.2.1.1 Unit members shall be assigned only to positions for which they hold a valid California credential and for which they are qualified.

7.2.1.2 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers and emergency permits.

7.2.1.3 By February 15th, a unit member, at her/his sole discretion, may withdraw from voluntary assignment referred to in Article 7.2.1.2 for the following school year. Subsequently, the unit member shall be assigned in accordance with Article 7.2.1.1.

7.3 Misassignment and Teacher Certification

The provisions of Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and by reference Section 44258.9, as they relate to bargaining unit members, are incorporated into this section by the District and the Association as though fully set forth. In furtherance of this provision:

7.3.1 Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the District.

7.3.1.1 A bargaining unit member who qualifies under the provisions of Education Code Section 44256(b) to teach departmentalized classes or groups of pupils below grade 9, may apply for authorization from the District.

7.3.1.2 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grade 5 to 8, inclusive, in middle school may apply for authorization from the District.

7.3.1.3 A bargaining unit member who qualifies under the provisions of Education

Code Section 44258.5(a) to teach any single subject classes may apply for authorization from the District.

7.3.1.4 A bargaining unit member who qualifies under the provisions of Education Code Section 44258.7(b) to coach competitive sports for which pupils receive physical education credit may apply for authorization from the District.

7.3.2 The Association shall be notified of all authorizations, waivers and emergency permits approved by the Board.

7.3.3 When the misassignment is at District request, the District must state that the misassignment is at the District's direction, not the teacher's request, when meeting the public disclosure requirement of Elementary and Secondary Education Act (ESEA) regarding highly qualified teachers.

7.3.4 The District shall not require teachers to admit misassignment in a public forum.

7.3.5 A misassigned teacher, whether voluntary or not, shall be reassigned in a timely manner to a position to which he or she is properly certified upon request and to meet the highly qualified teacher requirements of the ESEA.

7.4 Involuntary Transfers/Reassignments

An involuntary transfer is a transfer not initiated by the unit member.

7.4.1 Involuntary transfer/reassignment shall be made only for the following reasons:

7.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members due to elimination of program(s) and/or funding.

7.4.1.2 To meet educational program requirements.

7.4.1.3 A school closing.

The following sequence shall be followed if the above occurs:

7.4.2 If a decrease in the number of pupils, elimination of programs, and/or funding occurs, credentials, program needs, and seniority shall be used to identify unit members who may be involuntarily transferred/reassigned.

7.4.2.1 There shall be an immediate freeze of all positions at all sites. No change of assignment, grade level, or position shall occur throughout the process, with the exception of combination or multi-age classes.

7.4.2.1.1 If a combination or multi-age class is eliminated, the unit member of that class shall begin the placement process at Article 7.4.2.2.

7.4.2.1.2 If a combination or multi-age class is dissolved into one of its component grade levels, the unit member from the

combination or multi-age class shall fill that component grade level position.

- 7.4.2.1.3 If a combination or multi-age class is divided into two or more classes of its original component grade levels, the unit member from the original combination or multi-age position shall choose one of the newly created component positions.
- 7.4.2.2 The District shall first ask for volunteers at the grade level/subject area at the site where the elimination or decline is taking place.
- 7.4.2.3 A unit member who volunteers shall be placed in the involuntary transfer pool.
- 7.4.2.4 If there are no volunteers, the unit member at that grade level at that site with the least District seniority shall be displaced. The displaced unit member may then choose to:
 - 7.4.2.4.1 be placed in the involuntary transfer pool, or
 - 7.4.2.4.2 bump the least senior unit member at the site to the involuntary transfer pool.
- 7.4.3 If a site is to be closed or reconstituted, those unit members shall be placed in the involuntary transfer pool.
- 7.4.4 The unit members placed in the involuntary transfer pool shall be notified, in writing, of
 - 7.4.4.1 the reason(s) why they are being placed in the pool.
 - 7.4.4.2 the date, time, and location of the position selection meeting.
- 7.4.5 The Association President shall be notified about the position selection meeting and be allowed at least two representatives, not in the pool, to attend that meeting.
- 7.4.6 A job list containing all available district positions, their site location and teaching assignment, as of the position selection meeting date, shall be available at the time of that meeting.
- 7.4.7 The unit members in the involuntary transfer pool will select positions in order of most senior member to least senior member.
- 7.4.8 Upon completion of Article 7.4.7, any unit member that was involuntarily transferred the previous year will be given the opportunity, based on District seniority, to return to their previous site, provided a position exists at that site on the job list.
- 7.4.9 Upon completion of Article 7.4.8, any unit member returning from leave shall choose, by seniority,

- 7.4.9.1 to return to a position at the site they left, if that position exists on the job list.
- 7.4.9.2 an available position on the job list.
- 7.4.10 Upon completion of the above Articles in this Section, the site freeze indicated in Article 7.4.2.1 shall be lifted. Assignment and level changes at each site may now take place.
- 7.4.11 Any opening that occurs following Article 7.4.10 shall be a vacancy.
- 7.4.12 Unit members who are involuntarily transferred/reassigned during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the involuntary transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned.
- 7.4.13 Unit members who are involuntarily transferred/reassigned for the next school year shall be paid three hundred dollars (\$300) as compensation for their work prior to the beginning of their school year to unpack and prepare their new classroom. The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred/reassigned.
- 7.5 INTENTIONALLY LEFT BLANK
- 7.6 Voluntary Transfer/Reassignment
- A voluntary transfer is a transfer initiated by the unit member.
- 7.6.1 A transfer is the movement of a unit member from one work location to another work location or from one program to another program such as year-round education, restructured, reconstituted or reconfigured schools. The transfer may include a change in grades or subject area as long as the move involves changing work sites.
- 7.6.2 A reassignment is the movement a unit member from one work location to another work location, one subject area to another subject area, one grade level to another level, or from one configuration to another such as: team teacher, restructuring or other reconfiguration within the same work site. For itinerant unit members, Speech Specialists, Preparation Period Specialists, Music Teachers, Nurses, Resource Specialists, Psychologists and other unit members assigned to multiple sites, the movement of the unit member from one site to another within the same job duties.
- 7.6.2.1 Change of assignment at the same site shall be considered only after placement of unit members referred to in Articles 7.4.1 to 7.4.9.2.
- 7.6.2.2 Change of assignment at the same site shall be considered prior to publication of a vacancy notice as referenced in Article 7.6.

- 7.6.2.3 Prior to implementing any change of assignment or site, the principal or program manager will consult with the unit member regarding the proposed change.
- 7.6.2.4 Appeals regarding a change of assignment may be made to the District's Assistant Superintendent of Personnel.
- 7.6.3 A unit member may submit a request for voluntary transfer to the District at any time, whether or not a vacancy exists.
- 7.6.4 Any unit member desiring a voluntary transfer for the following school year shall submit a request to the Personnel Office no later than the last workday of the current traditional school year. During the summer, unit members whose requests are on file with the District shall be considered for said voluntary transfers prior to advertising a vacancy or a new position.
- 7.6.5 If two (2) or more unit members with State required credentials for the position apply for the vacancy, the following criteria (not in any rank order) will be used to determine the placement. Past experience in the position, educational program needs, academic preparation, recommendation of site administration, past teaching experience and seniority.
- 7.6.6 A transfer request shall be granted solely based on the above criteria.
- 7.6.7 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.
- 7.6.8 If the unit member requests an application for voluntary transfer the supervisor at his/her work site shall not be notified by the district of the application, during the school year.
- 7.6.9 Unit members returning from leave shall be afforded all rights provided under this section.
- 7.6.10 When a voluntary transfer is of such a nature as to require additional preparation by the teacher, the District shall allow up to two (2) days of preparation time for the teacher transferring.
- 7.7 Vacancies
 - 7.7.1 A vacancy is any unit member position that is being retained and does not have a unit member assigned to it. The Association shall be notified of any vacancy.
 - 7.7.2 A unit member who was involuntarily transferred shall have the right to return to their previous site, if a vacancy exists at that site.
 - 7.7.2.1 If Article 7.7.2 applies to more than one unit member, the unit member with the most District seniority shall have the first opportunity to fill the vacancy.
 - 7.7.2.2 If a unit member rejects this return, the unit member shall no longer be considered an involuntary transfer.

- 7.7.3 Upon knowledge of vacancies, the District shall notify the Association and post a vacancy listing in all work sites for a minimum of five (5) working days. The list shall contain the following:
 - 7.7.3.1 A closing date which is at least ten (10) working days following the posting date.
 - 7.7.3.2 A job description
 - 7.7.3.3 Credentials and qualifications necessary to meet the requirements of the position.
- 7.7.4 No assignment to fill the vacancy shall be made until after the closing date.
- 7.7.5 The District shall notify unit members by mail/phone of any posted openings which may arise during the summer recess, year round breaks or a period of leave.
- 7.7.6 If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies.
- 7.7.7 If two (2) or more unit members with State required credentials for the position apply for the vacancy, the following criteria will be used (not in any rank order) to determine placement:
 - 7.7.7.1 Past experience in the position, educational program needs, academic preparation, recommendation of site administration, past teaching experience and seniority.
- 7.7.8 The filling of a vacancy shall proceed as follows:
 - 7.7.8.1 Interested and qualified unit members at the site shall be given first priority in filling the position.
 - 7.7.8.2 If a site unit member, after the interview process, is not selected for the position, qualified district applicants, not at the site, will be interviewed.
 - 7.7.8.3 If no District applicant is selected to fill the vacancy, qualified candidates from the thirty-nine (39) month layoff list (if it exists) will be used, in the proper order, based upon their seniority ranking number, to fill the vacancy.
 - 7.7.8.4 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.
 - 7.7.8.5 If the position is not filled by the process listed in Articles 7.7.2 through 7.7.7.3, then the position may be advertised outside of the District.
- 7.7.9 The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.
- 7.7.10 Should a vacancy occur in a teaching position after the ninth week of the school year, it shall be filled by a long-term substitute for the remainder of that school year. The position will be advertised as stated in this

Article, however, the successful applicant will not assume the position until the following school year. Should an extraordinary situation arise the District and Association shall meet and confer to determine how the vacancy shall be filled.

7.8 Seniority

- 7.8.1 Seniority is defined as the unit member's initial date of paid probationary service in the bargaining unit.
- 7.8.2 Unit members with the same initial date of service shall have their seniority number determined by the following criteria: credential(s), certificate(s), authorizations or training towards certificates and authorizations. All else being equal, seniority shall be determined by lot.
- 7.8.3 Once the lottery is used to determine a unit member's seniority ranking, that seniority ranking shall remain in effect during the unit member's continuous service in the bargaining unit.
 - 7.8.3.1 The lottery shall be conducted in the presence of at least two (2) Association representatives.
- 7.8.4 A unit member on a District approved leave of absence other than to a non-bargaining unit position shall continue to earn seniority while on leave.
- 7.8.5 A unit member's seniority shall accrue during layoff.
- 7.8.6 All else being equal, seniority shall be the determining factor in granting transfers, assignments and reassignments.

7.9 Special Duties

Unit members who apply for special duty assignments, summer school positions or other extra duty positions shall be given first consideration for those positions. In the event that a non-unit member is hired for one of these positions the unit member shall, upon written request, be given the reasons, in writing, for the denial.

7.10 Layoffs

Prior to the issuance of any layoff notices to bargaining unit members, the District shall have done the following:

- 7.10.1 At least fifteen (15) days, but not later than March 1, prior to the issuance of layoff notices, the District shall notify the Association of its intent to layoff bargaining unit members.
- 7.10.2 Within two (2) working days after Board approval of the issuance of layoff notices, the District shall provide the Association with all pertinent information relating to the contemplated layoffs, including, but not limited to the following: The names, addresses and home phone numbers of certificated personnel represented by the bargaining unit who have been issued layoff notices.
- 7.10.3 By March 15 the District will provide a preliminary list of all certificated employees ordered by seniority, identifying unit members, work location, assignment and credential held.

- 7.10.4 By March 15 the District will provide a list of all temporary certificated employees, indicating credentials held.
- 7.10.5 Within five (5) days of notification by the District of contemplated layoffs, the District shall arrange to meet with the Association to negotiate the impact of the District's potential determination of layoff unit members regarding any matters not covered by this Article.
- 7.10.6 In the event of layoff the District shall not contract work formerly performed by laid off unit members to any outside entity.
- 7.10.7 Members of the bargaining unit who are laid off, and whose layoff is thereafter found to be inconsistent with provisions of law or regulations having the effect of law, shall be immediately restored to employment with no loss in salary or benefits.
- 7.10.8 The laid off unit member may, if she/he chooses, continue to pay the necessary health/medical premiums on a monthly basis as provided by COBRA.
- 7.10.9 The provisions of the Education Code relating to the procedures for layoff will be followed.
- 7.10.10 During the term of this agreement the District shall meet and confer with the Association prior to contracting with any other individual or organization for services provided by members of the bargaining unit.

LEGAL REFERENCES

California Education Code Sections

44948-44960 – Dismissal

87740-87746 – Dismissal – community colleges

Government Code Sections

Chapter 10.7 – Educational Employment Relations Act 3543.2(c) - Scope of Representation – Layoffs