

**Sweetwater Union High School District
Proposal to
Sweetwater Education Association/CTA/NEA**

July 19, 2013

ARTICLE 36

TRANSFER

36.1 Definitions:

For the purpose of transfer within the Sweetwater Union High School District, the following definitions will hold:

- A. A **transfer** is defined as a change in regular assignment from one (1) 7-12 sSchool or site to another 7-12 school or site within the District.
- B. A **voluntary transfer** is one initiated by a unit member in the regular 7-12 sSchool program in the District.
- C. An **involuntary transfer** is one initiated by the District due to declining enrollment, declining F.T.E. (verified by site data at the time of an involuntary transfer), and/or demonstrable instructional need(s) in accordance with the needs of the District. Supportive data shall be discussed with the FAC.
- D. An **administrative transfer** is a change in regular assignment from a school site initiated by the District.
- E. An **open position** is any full-time position on a site master schedule which is not assigned to a permanent or probationary unit member. Temporary positions shall not be designated as open positions.

The FAC will be notified on the first day of the semester of any open positions remaining. Postings for open positions shall be in accordance with Section 36.2.

- F. **Temporary positions** will be identified by the District at each site. Such positions will be designated in accordance with the provisions of the Education Code. The number of temporary positions will not exceed the number of temporary unit members authorized by the Education Code. Temporary positions are not subject to posting requirements.

- G. **Seniority** is defined as the longest number of years of District seniority as defined by the Education Code.

36.2 Voluntary Transfer:

- A. The District shall provide to the Association **via e-mail and post on recording tape at the District Office and post on the main** bulletin boards **located at the Education Center, all sites** a list of the established open positions in accordance with the following procedures:
1. Postings will be made the first working day of May, June, July, ~~and August, May 15, and June 15,~~ two (2) weeks prior to the start of semester I, and ten (10) duty days prior to the start of semester II.
 2. Creation of an open position by any ~~resignation, retirement, death~~ **separation** or increased enrollment during semester I will be posted for semester II. Any other positions which are open after the final posting for that semester will be filled at the discretion of the District.
 3. Second semester vacancies will be posted for the next semester on the same basis as postings made pursuant to Section 36.2.A.2.
 4. Posting dates other than those identified will be at the discretion of the District.
 5. All postings shall be for a minimum of ~~six (6)~~ **five (5)** duty days and shall contain a closing day for submitting requests for transfer.
 6. No assignments to fill the open positions shall be made until after the closing date.
 7. The District shall determine temporary positions. The number of temporary positions will not exceed the number of temporary employees authorized by provisions of the Education Code.
 8. Each posting must contain information on work location, subject areas to be taught, required credentials and special qualifications, if applicable.
 9. All full-time class size reduction positions must be posted unless they are determined to be temporary.

10. Positions designed to replace a teacher on leave for a year or less will be given to the teacher returning from leave. If the teacher does not return from leave in a year, the position becomes an open position.
11. If a posting includes more than a single subject area, then the area with three (3) or more sections will be listed first. ~~In this case, the subject listed first will be the area used to determine whether an applicant has a point for major/credential in the subject area of the posting. The area that has more sections will be used to determine points under the criterion of Section 36.2.B.1.~~

If no one (1) subject area has more sections than the others, one (1) of the subject areas with the higher number of sections will be listed first. ~~That subject area listed first will be given the points for major/credential under the criterion.~~
12. If a posted position becomes void, postings of that position will be voided on the next posting. Postings of voided positions must be canceled prior to posting any position which contains all or part of the assignment specified by the voided position.
13. Whenever the District opens a new school, the provisions of this article shall apply only to one-half (½) of the positions identified to staff the new site. All other positions shall be filled in accordance with District needs. The Association and the District shall meet to determine the period of time for which this provision shall apply.
14. The District and the Association may mutually agree to exclude specific positions with unique requirements from the posting/selection provisions of this article.
15. Upon request, a District representative and representative of the Association will meet with a Human Resources administrator to discuss the information and procedures of postings to unit members.

- B. Unit members who desire a transfer to a posted open position may file a transfer application with the Human Resources Department. Applications of all qualified unit members will be sent to the site principal for selection. The site principal will screen the applicants for consideration. Unit members will not be eligible for voluntary transfer during the first year of their probationary period.

~~If there are six (6) or more qualified unit member applicants for the posted position(s), then a unit member shall be selected for the position(s).~~

~~If there are five (5) or fewer qualified unit member applicants, then the District may select non-unit member(s) for the position(s).~~

On-site unit members will be considered for open positions before the position is posted. Unit members may make their interest in potentially available positions known through use of the assignment preference form or through direct communication with the site principal or the FAC.

~~The following criteria shall be used by the principal in selecting an applicant for the posted position. In the event of a tie, these criteria shall be applied in rank order:~~

- ~~1. Major, primary authorization or authorization listed on a specialist credential.~~
- ~~2. Bilingual specialist, bilingual certificate of competence, bilingual emphasis credential.~~
- ~~3. Seniority.~~
- ~~4. Previous performance evaluations.~~
- ~~5. Flexibility of credential.~~
- ~~6. Extra service.~~

C. ~~**Application of Criteria:**~~

- ~~1. **Major/Minor Credential:** The intent of this criterion is to give preference to those with majors in the field of the posting over those with minors in the field. This criterion may be met by having a "major" listed as such on the credential (standard secondary); it may be listed as a major on college transcripts; it may be listed as the primary authorization in a single subject credential or a specialist credential.~~

~~If an applicant (lacking a major in the posted position) has a minor or supplementary authorization and has taught in a specific subject for ten (10) years or more, he or she will receive a point for major/credential. The burden of providing satisfactory proof to the District of such experience rests with the applicant.~~

2. ~~**Bilingual:** Only those credentials listed in Section 36.2.B.2, are recognized for points under the application of this criterion. Applicants must hold one (1) of the listed bilingual certificates to receive a point in this category. Only Spanish and Tagalog certificates will be counted within the scope of this criterion. The Bilingual Fluency Exam (FSI Standard) shall be dropped from the criterion.~~
3. ~~**Seniority:** Only District seniority is applicable in voluntary transfers. The most senior remaining applicant (in later rounds) receives a point.~~
4. ~~**Evaluations:** The last two (2) performance evaluations must have an overall satisfactory rating in order for the applicant to receive a point.~~
5. ~~**Flexibility of Credential:** An applicant shall receive a point for being credentialed to teach three (3) or more subjects. A CLAD credential, LDS certificate, and ELD certificate shall be included among the credentials that may be considered for the awarding of an extra point.~~
6. ~~**Extra Service:** An applicant will receive a point for extra service if the applicant agrees to serve in a specifically identified extra service assignment for one (1) year. Extra service assignments shall not be indicated on the posting of the teaching assignment.~~
7. ~~**Tie Breaker:** If there is a tie among applicants, the rank order of criteria will be used to break the tie. If rank order does not determine a selection, the selection shall be made by the principal.~~

~~When offered the transfer position, a unit member has five (5) duty days after District notification to accept the offered position. If the first unit member fails to accept the offered position, the unit member with the next highest number of points shall be offered the position until the position is filled.~~

~~If a teacher resigns from a position after having accepted the position, the new open position will be posted if it falls within a posting period specified within this article.~~

- D. Unit members who are considered but not selected for the posted position will be notified of their non-selection. They may also request a written statement from the Human Resources Department or designee indicating the reasons the unit member was not selected.

- E. After each Board meeting, the Association shall be provided the employment, change of status, and separations of certificated personnel.
- F. During the summer months and Intersession periods, a unit member may leave a letter on file with the District and with the Association indicating his/her transfer desires should a position arise.

36.3 Involuntary Transfer:

- A. If a reduction of staff is necessary at a school site, the principal shall determine the staffing needs of the school site. The principal will discuss the staffing needs with the FAC. When an involuntary transfer is necessary at the school site, **the principal shall first solicit unit members to voluntarily transfer. If no unit member volunteers to transfer,** the following criteria shall be used by the principal in identifying the individual to be transferred:

1. Staffing needs
2. Credential, major, minor, and/or special considerations

After the principal, with input from the FAC, has determined the area(s) of subject(s), and reduction(s), the following seniority system shall be considered to identify the involuntary transfer(s):

- a. Longest number of years of District seniority as defined by the Education Code;
 - b. Longest number of years of consecutive service at the school or site;
 - c. Longest number of years of service with the department;
 - d. The District's ability to place the involuntary transfer(s) at another site.
- B. 7-12 school involuntary transferees shall be notified in writing as soon as practicable after the need for transfer is confirmed. All notices of involuntary transfer shall include the reason for the involuntary transfer.

An involuntary transferee shall be given the right of the first refusal to his/her original site for vacancies for which he/she qualifies which occur within twelve (12) months of the date of transfer.

- C. Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred whether voluntary or involuntary if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.
- D. On or about December and June of each year, the involuntary transferees, teachers returning from special assignment, and persons returning from leave will be identified. The District, in consultation with the Association, will determine which positions are to be withheld from posting so they can be offered to the involuntary transferees and persons returning from leave.

The District will attempt to fill positions within thirty (30) days prior to the start of the semester or by June 15 ~~for year round schools and August 15, for the first semester of schools on a traditional calendar.~~

Any withheld positions not taken by an involuntary transferee, teachers returning from special assignment, or persons returning from leave will be posted, unless the position(s) are identified as temporary positions. The involuntary transferees, teachers returning from special assignment, and persons returning from leave will be given a chance to select from this pool of available positions.

Involuntary transferees will select available positions in order of District seniority. They will be given one (1) chance to select a position from this pool afterwards the unit member(s) should apply for posted positions for which they qualify.

After July 1, the District may place involuntary transferees, teachers returning from special assignment, and unit members returning from leave in accordance with the needs of the District. Placement may not be arbitrary or capricious, nor shall it restrict the right of a bargaining unit member to otherwise apply for transfers in accordance with this article.

- E. Involuntary transferees created in the conversion of a junior high school to a middle school will be given the right of first refusal for positions for which they qualify at the newly formed four (4) year high school. If more than one (1) unit member expresses interest in the position, the criteria of Section 36.2 will be applied.
- F. Involuntary transferees created in the conversion from nine-twelve to ten-twelve schools and seven-eight to seven-eight-nine schools will be given the right of first refusal for positions for which they qualify at the newly formed school. If more than one (1) unit member expresses interest in the position, the criteria of Section 36.2 will be applied.

36.4 Administrative Transfer:

Should a determination be made by the Superintendent or his/her designee that an administrative transfer is necessary, such a transfer may be made following a conference with the unit member(s)

No such transfer shall be made in an arbitrary or capricious manner.

Any open position created by an administrative transfer shall be posted if it falls within the posting period.

36.5 Layoff:

If the District sends out letters of layoff to bargaining unit members, copies of said letters or a list will be sent to the Association at the time the unit member is notified.

36.6 Transfer From Adult Education:

Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the Adult School program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix C-5)

36.7 Return From Unpaid Leave:

Excluding any other article in this Agreement (except Article 36, Transfer), regular 7-12 school unit members who are granted unpaid leaves of absence longer than one (1) year will not be assured of return to their prior position or site from which the leave was taken. Assignments will be made in accordance with Section 36.3.

Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources Department by November 15 and by May 1 if they intend to return for the following school year. Requests for extension of unpaid leave must also be made in accordance with the dates identified within this section.

A unit member returning from a leave of one (1) year or less will be assigned to his/her prior site.

36.8 Paid Leave:

A unit member on paid leave shall notify the District in writing by November 15 if they do not intend to return for the second semester of that school year and by May 1 if they intend to return for the next school year. A returning unit member will be assigned to his/her prior site unless circumstances at the time prevent such placement.

36.9 Teacher on Special Assignment:

1. Unit members on special assignment for one (1) school year or less will be returned to their prior site at the conclusion of the special assignment.

2. Unit members on special assignment for longer than one (1) school year will be assigned in accordance with Section 36.3.D.

36.10 Applicability of Education Code Section 35036:

The provisions of this Article shall be subject to the provisions of Education Code Section 35036.