

A. Transfer of Certificated Personnel

The District transfer policy is intended to provide an orderly and consistent procedure by which certificated personnel may be reassigned or transferred within the District.

A transfer is the movement of a unit member from one work location to another work location. The transfer may include a change in grades or subject area as long as the move involves changing worksites.

A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level.

If a teacher is transferred or re-assigned to another classroom, grade level or subject area they will receive two days compensation at their daily rate. This excludes looping or temporary status teachers.

Any member who is transferred or reassigned will be granted a conference with the site administrator.

A teacher who applies for a transfer shall be granted an interview.

B. The Following Three Types of Transfers are Possible:1. Teacher Initiated

Where the teacher requests transfer for reasons of personal convenience or professional improvement.

A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

If two (2) or more unit members, with state required credentials for the position, apply for a vacancy, all other qualifications being equal with the provisions in C1 and C2 of this article, the unit member with the greatest seniority shall receive the transfer.

A transfer request shall not be denied arbitrarily, capriciously or without basis in fact.

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.

ARTICLE 10

TRANSFERS - Continued

If the unit member requests that his/her application for transfer be kept confidential, the supervisor at his/her worksite shall not be notified by the District of the application.

Unit members returning from leave shall be afforded all rights provided under this section.

2. School Initiated

Where, in the principal's judgment, it would be in the best interests of the school and the teacher to transfer the teacher to a new assignment. This could occur through inter-school or intra-school transfer. The principal shall state the reasons for this transfer in writing.

Involuntary transfer/reassignment shall be considered for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members; elimination of program(s) and/or funding; or worksite closings; or the provisions in C-1 and C-2, staff needs or program needs.

3. District Initiated

Where transfer is necessitated because of a credential problem, a return from leave, the filling of existing vacancies, the opening/closing of schools or facilities, the transfer of a program or where a surplus situation exists.

If a particular site is to be closed, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing site are being placed.

If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned.

Unit members from the closed site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, that position shall be given to the person in accordance with provision C-1 and C-2.

ARTICLE 10

TRANSFERS - Continued

---

Unit members returning from leave shall be afforded all rights provided under this section.

C. General Provisions

1. Qualifications for vacancies and promotional positions shall be deemed to include:
  - (a) State Certification - applicant must possess credential required for that position and NCLB highly qualified certification.
  - (b) Properly executed evaluations.
  - (c) Experience in the area of the vacancy should be quantifiable in years or in units.
  - (d) Grade level experience.
  - (e) Length of service in the Placerville Union School District. All other factors being equal length of service in the Placerville Union School District shall be the determining factor in granting all transfer, assignments and reassignments.
  - (f) Major or minor field of study.
2. Criteria for placement shall include:
  - (a) School program needs.
  - (b) School staff needs.
  - (c) Affirmative Action Regulation.
3. Final selection rests with the site administrator or Superintendent.
4. Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature or both.
5. Pending enrollment, a fair and reasonable effort shall be made to give written notice of a change in the next year's assignment. Such notice shall specify the building or site, grade, grade level, subject area and position to which the unit member will be assigned. In addition, such notice shall

ARTICLE 10

TRANSFERS - Continued

explain the nature of special needs or concerns, as they currently exist, which may be experienced by pupils assigned to the unit member.

6. Assignment Limitations

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

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 credentials.

At the end of a school year, the unit member, at his/her sole discretion, may withdraw from the voluntary assignment.

7. Seniority

Seniority is defined as the unit member's initial date of hire in the bargaining unit.

Unit members with the same initial date of hire shall have their seniority number determined by lot.

The lottery shall be conducted in the presence of at least one (1) Association Executive Board Member and one classified. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the District.

A unit member's seniority shall accrue during layoff and/or leave of absence.

D. Vacancies, Promotions - Posted

A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.

Upon knowledge of vacancies, the District shall deliver to the Association via email and post in all worksites a list of all vacancies, which occur during the work year and for the following work year. The list shall contain the following: a job description to include a start date, anticipated duration of employment, full or part time and other pertinent information and

ARTICLE 10  
TRANSFERS - Continued

---

have a closing date which is at least six (6) working days following the posting date.

In the event of an emergency, the vacancy shall be filled on a temporary basis until such vacancy has been posted for at least five (5) teacher workdays.

Credentials and qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy shall be made until after the closing date.

The District shall, upon request by a unit member, notify that unit member by mail or email of any posted openings which may arise during a vacation or summer recess, intersession or a period of leave. The unit member's request must be in writing or email and must include a mailing address or email address.

If a unit member has a Tentative Agreement Survey, email or written letter on file, it is not necessary to make a further application in order to be considered for any vacancies and will receive verbal or written communication as to the status of their application.

The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.

No outside applicant shall be selected to fill a vacancy without due consideration of a qualified unit member applicant.

E. Teacher Initiated Transfers

1. Any teacher presently on permanent status or eligible for permanent status in the coming school term may apply for transfer to another building. Such application shall be in writing to the Superintendent. If the applicant is denied the request for transfer, the reasons for denial shall be set forth in writing or email upon request. All teachers who apply for a vacancy will be notified when the position is filled.
2. Between January and the end of August each year, the District will list all known bargaining unit vacancies and post within the District and by email. Announcements shall describe the general duties and responsibilities of the position.

ARTICLE 10  
TRANSFERS - Continued

---

3. In initiating a transfer, selection of the teacher to fill a vacancy shall be in accordance with the qualifications and criteria in C. (General provisions).
4. Unsuccessful candidates for any voluntary transfer or reassignment may file a written or email request within ten (10) workdays after being notified of the decision to discuss the selection process with the administrator. If the unsuccessful candidate is not satisfied with the results of the meeting, he/she may file a written request that the administrator provide the reasons for the selection in writing. The administrator shall respond within ten (10) calendar days.

F. Round One: Internal Transfers/Reassignments From Tentative Assignment Survey.

1. By January 10th, the District Office will ask all unit members to complete a Tentative Assignment Survey (T.A.S.) for the upcoming school year. The purpose of the T.A.S. form is to permit valuable and timely input from the unit members in the planning process for staffing for the next school year. The T.A.S. form will indicate whenever a new school will be opening the next school year. The information will list all vacancies for the next school year, which are known, and the timeline for the process to fill vacancies.
2. It is the responsibility of each unit member to return a completed T.A.S. form within two (2) calendar weeks, but is not required.
3. It is the responsibility of each unit member to indicate on the form his/her interest in either a reassignment to a specific position(s) within the same school or in a transfer to certain school(s) and/or specific positions for the next school year irrespective of whether an opening exists at the time. A unit member may also indicate a general desire to transfer without listing specific schools or positions.
4. If there is a projected vacancy, all unit members who indicated interest on the T.A.S. will be considered by the Superintendent and the principal(s) of the school(s) involved. Unit members who indicated a general interest, but did not specify specific positions, will have an opportunity to notify the District of interest in a specific position, on an ongoing basis, by contacting the District Office.

ARTICLE 10  
TRANSFERS - Continued

---

5. After the administrators involved have had sufficient time to review the unit members' T.A.S. requests, and upon posting of vacancies (see Article XI. D.1.), a decision to fill each vacancy will be made.
6. Each unit member who requested a specific transfer or reassignment will be notified by the appropriate administrator of the decision within thirty (30) calendar days of the deadline for submitting the T.A.S. form. (See Article XI D.1.)

G. Round Two: Internal Advertisement Of Remaining Vacant Positions.

1. Once all the Round One transfers and reassignments have been determined (approximately February 15), any remaining vacant positions will be advertised internally by posting vacancies and by U.S. mail and email to all unit members on leave. Unit members will have five (5) workdays to express an interest to be considered for the vacant position(s) by contacting the District Office.
2. All known vacancies shall be filled in the same manner as in Round One.
3. The District may advertise for and recruit external candidates, but shall not consider external candidates for vacant positions during Round Two.

H. Round Three: Internal/External Hiring.

1. Once the Round Two transfers and reassignments have been determined (approximately March 1), any remaining vacancies will be advertised both internally and outside the District. Unit members, as well as outside applicants, may apply and will be considered for any vacancy. The District will fill all remaining vacant positions as soon as practicable.

I. School or District Initiated Transfers

1. School or District initiated transfers that result in relocating a teacher in another building or in reassigning a teacher and result in changing the teacher's immediate supervisor shall be made only in cases of valid school or District needs. (refer to C-1 and C-2)
2. Certificated employees shall be transferred only after:
  - (a) discussion(s) with the principal and

ARTICLE 10  
TRANSFERS - Continued

---

- (b) notification in writing of the reasons for transfer postmarked or delivered in person within five days of the discussion with the principal and
  - (c) serious and reasonable efforts have been made to reach agreement between the teacher and the principal.
3. A serious and reasonable effort will be made to place a teacher in an equivalent position.
  4. Any teacher affected by a school or District initiated transfer shall be notified as soon as possible of his/her new assignment, and shall be released by the Board from the teacher's contractual obligation of the new assignment if the teacher so requests. A teacher so transferred may apply for any subsequent vacancy in the District.
  5. A probationary teacher with less than five years teaching experience shall not normally be transferred during a probationary period unless it shall be in the probationary teacher's best interests. Whenever possible a teacher that was involuntarily transferred would not be transferred again for three years except upon their request.
  6. Notice of involuntary transfer shall be given to certificated employees within ten (10) days of the decision.
  7. Certificated employees shall have the right to appeal a transfer through the grievance procedure.
  8. Certificated employees shall have the right to request placement from the District vacancy list.

J. Misassignment/Teacher Certification

The provisions of Education Code Sections 44256, 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:

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.



ARTICLE 10  
TRANSFERS - Continued

---

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, and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

A bargaining unit member who qualifies under the provisions of Education Code Section 44258.2 to teach classes in grades 5 to 8, inclusive, in a middle school and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

A bargaining unit member who qualifies to teach any single subject classes, and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

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 and who applies for authorization from the District, shall not be denied such authorization except during or in response to a reduction in force pursuant to Education Code Section 44955 and 44949 (February and March).

Upon employment, assignment or reassignment, a bargaining unit member shall be advised by the District, both orally and in writing, of the provisions of Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9. Such notice, however, shall not relieve the District of responsibility to safeguard the rights and benefits of proper assignment or reassignment provided to the bargaining unit member under the Education Code and this Agreement.

Any bargaining unit member who may have been inadvertently misassigned, shall be provided with a notice of possible misassignment addressed to the County Superintendent. Such notice shall be signed by the bargaining unit member and transmitted forthwith by the District to the County Superintendent. A time-dated copy of this notice shall be provided to the bargaining unit member and the Association.

ARTICLE 10  
TRANSFERS - Continued

---

All reports, notifications, certifications or verifications whose submission is required by Education Code Sections 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9 from the District to the County Superintendent or from the District to any other agency shall be provided to the Association.

A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach for up to 40% of a full-time teaching assignment outside of the bargaining unit member's credential authorization. This committee shall be comprised of an equal number of teachers who are members of the bargaining unit and site administrators. Teachers shall be selected in a manner determined by the Association. Paid release time shall be provided to bargaining unit members in order for them to perform whatever duties and attend whatever meetings are necessary from time to time in the performance of their duties on the committee.