

SECTION V - TRANSFER POLICY

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3 It shall be the intent of the Board of Education to provide qualified permanent and
4 probationary members of the bargaining unit an opportunity to be considered for
5 transfer. The welfare of students and, secondly, that of teachers will be the preeminent
6 factor in all transfers.

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8 INVOLUNTARY TRANSFER PROCESS

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10 An involuntary transfer is defined as a District initiated request for reduction of staff at
11 any work location, generally caused by a decrease in student enrollment.

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13 Notifications of involuntary transfer shall take place as far in advance as possible and
14 shall be consistent with District needs.

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16 District seniority is defined as the total number of years in probationary or permanent
17 status in the District.

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19 Priority placement is defined as the teacher being provided priority for a vacant position
20 at another site within their credential area.

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22 STEP I

23 Involuntary Transfer: Decrease in Student Enrollment

24 When an involuntary transfer must occur due to a decrease in student enrollment,
25 volunteers will be sought. If there are no volunteers, the teacher with the least District
26 seniority shall be transferred. The transferring teacher will be given priority placement
27 for all positions posted on the transfer list within their credential area.

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29 STEP II

30 Involuntary Transfer: Return from Leave

31 This section applies to:

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- Teachers returning from an approved leave of absence of one year or more

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- Teachers returning from service as a district Teacher on Special Assignment (TOSA)

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37 These teachers shall be returned to their previous school site upon their return from
38 leave. If their return causes overstaffing at the site, the teacher returning from leave will
39 be given priority placement for all positions posted on the transfer list within their
40 credential area.

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42 Involuntary Transfer: Dissolution of a Shared Contract

43 This section applies to teachers returning to full time after sharing a contract at the
44 elementary level. If there is space available at the current school site, both teachers
45 returning to full time will remain at the site. If the return of one or both teachers to full
46 time causes the site to be overstaffed, the employee within the job share agreement
47 with the least District seniority shall transfer. The teacher being transferred will be given
48 priority placement for all positions posted on the transfer list within their credential area.

1 If multiple teachers with priority placement rights (within STEP I or II above) request the
2 same vacant position, the placement decision will be based on District seniority.
3 Prior to finalization of transfer decisions, the Joint Staffing Team, composed of
4 representatives from Personnel Support Services (PSS), Learning Support Services
5 (LSS), and the Poway Federation of Teachers (PFT), will review and authorize the
6 approval or denial of related transfers. In all cases where the Joint Staffing Team is
7 unable to reach consensus, the final responsibility for the decision is that of the
8 Associate Superintendent, PSS.

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10 Teachers who are involuntarily transferred will be given the option to return to their
11 previous site if a position opens any time up to ten (10) calendar days before the first
12 workday of the succeeding year.

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14 **VOLUNTARY TRANSFER PROCESS**

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16 After involuntary transfers have been placed, the voluntary transfer process will begin
17 on or before May 1, or as determined by the Joint Staffing Team. A voluntary transfer is
18 defined as an employee-initiated change of work location which has been approved by
19 the District.

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21 1. The District will post all available new or vacant positions for the succeeding
22 year. Any specific skills or teaching requirements for specific positions and the
23 application deadline will be included on the posting. Positions available for
24 transfer shall be posted up to ten (10) calendar days before the first work day of
25 the succeeding year.

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27 2. Permanent and probationary teachers may request a transfer to any posted
28 openings within five (5) business days of the posting by emailing a Request for
29 Transfer form (P-89) to PSS and the teacher's current site principal. The Request
30 for Transfer form must include summer contact information.

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32 3. The District shall develop a list of all teachers requesting a transfer with the
33 school(s) and assignment(s) for which they wish to be considered. The District
34 shall update that list on an ongoing basis. Copies will be made available to the
35 Federation upon request.

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37 4. Upon receiving the list of transfer candidates from PSS, the principal shall
38 contact all interested teachers via email or phone, and offer the opportunity to
39 interview.

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41 5. Outside applicants will be selected for positions only after all District employees
42 requesting transfers have had an opportunity to interview for the position.

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44 There will be no transfers after the first work day of the new school year.

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GENERAL PROCEDURES FOR VOLUNTARY TRANSFER

1. If a teacher is not accepted for a transfer, the teacher may, in writing, request the reason for the decision. The teacher shall indicate whether they want the reasons stated in writing, in a personal conference, or in a personal conference with a representative present. The District's representative shall have the option to respond in writing rather than a personal conference. The response will identify the criteria upon which the selection was denied.

2. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the current assignment. Requests for a transfer need not carry the recommendation of the current principal.

3. Selection for transfer shall include, but not be limited to, the following criteria:

(a) A California teaching credential authorizing service in the assignment requested for transfer.

(b) Teaching experience.

(c) Related course work, including major or minor.

(d) Current performance evaluations.

(e) Special job-related skills or talents.

(f) District Seniority: District seniority is defined as the total number of years in probationary or permanent status in the District. District seniority shall be applied to resolve transfer decisions when two or more teachers are rated equally.

REASSIGNMENT

Reassignment is defined as a District directed change of employee work location.

1. In all reassignment cases, the teacher involved will be afforded the opportunity to discuss the matter with the District prior to the finalization of the decision.

2. Notification shall take place as far in advance as possible.

3. Decisions regarding reassignment shall not be punitive, arbitrary, or capricious.

4. Reassignment shall be consistent with District needs.

5. The final responsibility for reassignment is that of the Superintendent or designee.

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COMPENSATION FOR REASSIGNED AND INVOLUNTARILY TRANSFERRED TEACHERS

1. In order to assist teachers who have been reassigned or involuntarily transferred in the process of packing and moving classroom materials and preparing a new classroom, the parties agree to the following:

The teacher may have two paid workdays to move which shall be compensated at the certificated teacher salary schedule I B2 daily rate.

(a) Teachers shall submit a time sheet to receive compensation.

(b) The District and school site administration will coordinate with the teacher to facilitate the process of moving.

2. Compensation will not be provided to teachers remaining in positions classified as "itinerant."