

## SECTION V - TRANSFER POLICY

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

### INVOLUNTARY TRANSFER PROCESS

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

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

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

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

#### STEP I

##### Involuntary Transfer: Decrease in Student Enrollment

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

#### STEP II

##### Involuntary Transfer: Return from Leave

This section applies to:

- Teachers returning from an approved leave of absence of one year or more
- Teachers returning from service as a district Teacher on Special Assignment (TOSA)

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

##### Involuntary Transfer: Dissolution of a Shared Contract

This section applies to teachers returning to full time after sharing a contract at the elementary level. If there is space available at the current school site, both teachers returning to full time will remain at the site. If the return of one or both teachers to full time causes the site to be overstaffed, the employee within the job share agreement with the least District seniority shall transfer. The teacher being transferred will be given 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 unable  
7 to reach consensus, the final responsibility for the decision is that of the Associate  
8 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.

### 13 **VOLUNTARY TRANSFER PROCESS**

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15 After involuntary transfers have been placed, the voluntary transfer process will begin on  
16 or before May 1, or as determined by the Joint Staffing Team. A voluntary transfer is  
17 defined as an employee-initiated change of work location which has been approved by  
18 the District.  
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- 20  
21 1. The District will post all available new or vacant positions for the succeeding year.  
22 Any specific skills or teaching requirements for specific positions and the  
23 application deadline will be included on the posting. Positions available for transfer  
24 shall be posted up to ten (10) calendar days before the first work day of the  
25 succeeding year.
- 26  
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.
- 31  
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.
- 36  
37 4. Upon receiving the list of transfer candidates from PSS, the principal shall contact  
38 all interested teachers via email or phone, and offer the opportunity to interview.
- 39  
40 5. Outside applicants will be selected for positions only after all District employees  
41 requesting transfers have had an opportunity to interview for the position.
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43 There will be no transfers after the first work day of the new school year.  
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1 **GENERAL PROCEDURES FOR VOLUNTARY TRANSFER**  
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- 3 1. If a teacher is not accepted for a transfer, the teacher may, in writing, request the  
4 reason for the decision. The teacher shall indicate whether they want the reasons  
5 stated in writing, in a personal conference, or in a personal conference with a  
6 representative present. The District's representative shall have the option to respond  
7 in writing rather than a personal conference. The response will identify the criteria  
8 upon which the selection was denied.  
9
- 10 2. The filing of a request for transfer is without prejudice to the unit member and shall not  
11 jeopardize the current assignment. Requests for a transfer need not carry the  
12 recommendation of the current principal.  
13
- 14 3. Selection for transfer shall include, but not be limited to, the following criteria:  
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- 16 (a) A California teaching credential authorizing service in the assignment requested  
17 for transfer.
  - 18
  - 19 (b) Teaching experience.
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  - 21 (c) Related course work, including major or minor.
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  - 23 (d) Current performance evaluations.
  - 24
  - 25 (e) Special job-related skills or talents.
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  - 27 (f) District Seniority: District seniority is defined as the total number of years in  
28 probationary or permanent status in the District. District seniority shall be applied  
29 to resolve transfer decisions when two or more teachers are rated equally.  
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31 **REASSIGNMENT**  
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33 Reassignment is defined as a District directed change of employee work location.  
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- 35 1. In all reassignment cases, the teacher involved will be afforded the opportunity to  
36 discuss the matter with the District prior to the finalization of the decision.  
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- 38 2. Notification shall take place as far in advance as possible.  
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- 40 3. Decisions regarding reassignment shall not be punitive, arbitrary, or capricious.  
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- 42 4. Reassignment shall be consistent with District needs.  
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- 44 5. The final responsibility for reassignment is that of the Superintendent or designee.  
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1 **COMPENSATION FOR REASSIGNED AND INVOLUNTARILY TRANSFERRED**  
2 **TEACHERS**

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

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

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

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

14  
15 2. Compensation will not be provided to teachers remaining in positions classified as  
16 "itinerant."