

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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16 After involuntary transfers have been placed, the voluntary transfer process will begin on
17 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 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.
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27 2. Permanent and probationary teachers may request a transfer to any posted
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29 openings within five (5) business days of the posting by emailing a Request for
30 Transfer form (P-89) to PSS and the teacher's current site principal. The Request
31 for Transfer form must include summer contact information.
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33 3. The District shall develop a list of all teachers requesting a transfer with the
34 school(s) and assignment(s) for which they wish to be considered. The District
35 shall update that list on an ongoing basis. Copies will be made available to the
36 Federation upon request.
- 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.
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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 workday 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
7 respond in writing rather than a personal conference. The response will identify
8 the criteria upon which the selection was denied.
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- 10 2. The filing of a request for transfer is without prejudice to the unit member and shall
11 not jeopardize the current assignment. Requests for a transfer need not carry the
12 recommendation of the current principal.
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- 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
17 requested for transfer.
 - 18 (b) Teaching experience.
 - 19 (c) Related course work, including major or minor.
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 - 21 (d) Current performance evaluations.
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 - 23 (e) Special job-related skills or talents.
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 - 25 (f) District Seniority: District seniority is defined as the total number of years in
26 probationary or permanent status in the District, not including time on unpaid
27 leave. District seniority shall be applied to resolve transfer decisions when two
28 or more teachers are rated equally.
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32 **REASSIGNMENT**
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34 Reassignment is defined as a District directed change of employee work location.

- 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
5 in 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
9 the 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
13 teacher to facilitate the process of moving.
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- 15 2. Compensation will not be provided to teachers remaining in positions classified as
16 "itinerant."
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