

SECTION V - TRANSFER POLICY

It shall be the intent of the Board of Education to provide qualified 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.

A voluntary transfer is defined as an employee-initiated change of work location which has been approved by the District.

Voluntary Transfer Process During The Current School Year

1. On or before May 1, the District will post all new or vacant positions for the succeeding year at each school site. Any specific skills or teaching requirements for specific positions and the deadline for applying for the position will be included on the posting. Copies shall be sent to the Federation and to the Federation's representative at each school site.
2. On or before ten (10) days before the end of school, the District will make a final posting of all new or vacant positions for the succeeding year. Any specific skills or teaching requirements for specific positions and the deadline for applying for the position will be included on the posting. Copies shall be sent to the Federation and to the Federation's representative at each school site.
3. Teachers may request a transfer to any of the posted openings within ten (10) days of the posting by contacting Personnel Support Services and filing a Request for Transfer form.
4. Any teacher requesting a transfer to a posted opening will be given the opportunity to interview for that opening. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.

Voluntary Transfer Process During the Summer Break

1. After the last day of the school year and up to ten (10) calendar days before the first work day of the succeeding year, teachers may request a transfer to any school in the district by filing a Request for Transfer form. Teachers must specify their choice of schools on the form and may amend their choices of schools over the summer by notifying Personnel Support Services.
2. After the last day of the school year, the District shall develop a list of all teachers requesting a transfer and the schools for which they wish to be considered. The District shall update that list on an on-going basis. Copies will be made available to the Federation upon request.
3. Teachers will be responsible for including a summer address and phone number where they can be reached during the break.

4. Should any new or vacant position at a school for the succeeding school year occur after the last day of the current school year, the principal shall request from the District all teachers on the transfer list that requested a transfer to that school. Any teacher requesting a transfer to that school will be given the opportunity to interview for that opening by being contacted by mail or phone. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.
5. There will be no transfers after the first work day of the new school year.

Transfer Process For the Second Semester

1. The District will post any new or vacant positions for second semester during the first week following the winter break. Any specific skills or teaching requirements for specific positions and the deadline for applying for the position will be included on the posting. Copies shall be sent to the Federation and to the Federation's representative at each school site.
2. Teachers may request a transfer to any of the posted openings within five (5) days of the posting by contacting Personnel Support Services and filing a Request for Transfer form.
3. Any teacher requesting a transfer to a posted opening will be given the opportunity to interview for that opening. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.

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 or not he/she wants 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. Request Form P-89 shall be submitted directly to the Personnel Office, following written notification to the current principal.
3. Selection for transfer shall include, but be not limited to, the following criteria:
 - (a) A California teaching credential authorizing service in the assignment requested for transfer.
 - (b) Teaching experience.

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

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3 (d) Current performance evaluations.

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5 (e) Special job-related skills or talents.

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7 (f) No Child Left Behind compliance as "highly qualified."

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9 (g) District-wide Seniority: Districtwide seniority is defined as the total number of
10 years in paid status in the District. Districtwide seniority shall be applied to
11 resolve transfer decisions when two or more teachers are rated equally.

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13 **INVOLUNTARY TRANSFER**

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15 Involuntary Transfer is defined as a District initiated request for reduction of staff at any
16 work location generally caused by a decrease in student enrollment.

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18 1. Qualified volunteers will be given the opportunity to be considered for transfer first.
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20 2. Notifications of involuntary transfer shall take place as far in advance as possible.
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22 3. Involuntary transfer shall be consistent with District needs.
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24 **REASSIGNMENT**

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

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28 1. In all reassignment cases, the teacher involved will be afforded the opportunity to
29 discuss the matter with the District prior to the finalization of the decision.
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31 2. Notification shall take place as far in advance as possible.
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33 3. Decisions regarding reassignment shall not be punitive, arbitrary or capricious.
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35 4. Reassignment shall be consistent with District needs.
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37 5. The final responsibility for reassignment is that of the Superintendent.
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39 **REASSIGNED AND INVOLUNTARILY TRANSFERRED TEACHERS**

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

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45 (a) The teacher may have two paid workdays to move, paid at the non-contract day
46 rate.

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48 (b) Teachers must submit a time sheet to receive the stipend.

- 1 (c) The District and school site administration will coordinate with the teacher to
2 facilitate the process of moving.
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4 2. This agreement is not intended for teachers in positions classified as "itinerant."
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PFT Proposed Contract Language for Ratification

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.

PFT Proposed Contract Language for Ratification

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

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

VOLUNTARY TRANSFER PROCESS

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

1. The District will post all available new or vacant positions for the succeeding year. Any specific skills or teaching requirements for specific positions and the application deadline will be included on the posting. Positions available for transfer shall be posted up to ten (10) calendar days before the first work day of the succeeding year.
2. Permanent and probationary teachers may request a transfer to any posted openings within five (5) business days of the posting by emailing a Request for Transfer form (P-89) to PSS and the teacher's current site principal. The Request for Transfer form must include summer contact information.
3. The District shall develop a list of all teachers requesting a transfer with the school(s) and assignment(s) for which they wish to be considered. The District shall update that list on an ongoing basis. Copies will be made available to the Federation upon request.
4. Upon receiving the list of transfer candidates from PSS, the principal shall contact all interested teachers via email or phone, and offer the opportunity to interview.
5. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.

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

PFT Proposed Contract Language for Ratification

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.

PFT Proposed Contract Language for Ratification

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."