

**Tentative Agreement Between The
Whittier City School District and the
Whittier Elementary Teachers Association
December 9, 2021**

ARTICLE VI: ASSIGNMENT, TRANSFER, & FILLING OF VACANCIES

A. Definitions

- An assignment is the work site, grade, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- A transfer is the movement of a unit member from one work location to another work location at a different work site.
- 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 at the same work location.

NOTE:

Moving from Alternative to non-Alternative or vice versa within the same grade within the same school is not considered a transfer or reassignment. Moving from a combination class to either grade within the same school is not considered a transfer or reassignment.

- A Vacancy is defined as follows:
 - End of School Year - any position that remains unfilled after preliminary assignments are made.
 - During the School Year - a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.
- Seniority is defined as the unit member's initial date of service in the bargaining unit with the following provisions.
 1. Unit members with the same initial date of service shall have their seniority number determined through WETA/WCSD negotiations.

2. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.
3. A unit member's seniority shall accrue during layoff.
4. The District shall publish a District seniority list annually, effective November 1.

B. Timeline for Assignment, Transfer, and Filling of Vacancies

<u>Date</u>	<u>Action</u>
Feb 1	Written Notification of Intent to Participate in Early Retirement Program sent to Human Resources
March 1	Shared teacher request and proposed implementation plan due to Superintendent
March 15	District notifies shared teachers the results of their request
March 20	Publication of Preliminary Assignments, Involuntary Transfers and Anticipated Vacancy list
March 20 - April 1	Unit members including displaced teachers, within each worksite may request a reassignment to known vacancies within that worksite
April 5	Publication of updated Preliminary Assignments, Involuntary Transfers and Anticipated Vacancy list
April 12	Unit members including displaced teachers, within each worksite may request a reassignment to known vacancies within that worksite
April 15	Publication of updated Preliminary Assignments and Anticipated Vacancy list
April 15 - Until Filled	Vacancy lists posted on District website and published
After April 15	Voluntarily transferred unit members may be placed in known vacancies
At any time	Unit members may notify Human Resources, in writing, of

their desire to voluntarily transfer to known vacancies

By June 30

Unit members must notify District of intent not to return

C. Voluntary Transfer/Reassignment

1. 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.

2. If two (2) or more unit members with the appropriate credentials apply for a vacancy, transfer, or reassignment, the following criteria will be considered:
 - a. Factors related to the educational program such as appropriate training and experience;
 - b. Other factors may include credentials, major and minor fields of study, teacher experience (although this shall not exclude a teacher seeking change in subject area or grade level from consideration), special skills required by a particular assignment, (such as computer knowledge for a computer class, "signing ability" for speech therapists serving hearing-impaired students), racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school. Under no circumstances will this criteria result in the involuntary transfer or layoff of any bargaining unit member;
 - c. The factors above being equal among the applicants, the applicant with highest seniority in the District shall be accepted.

3. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.

4. If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school shall not be notified by Human Resources of the application until after an offer of transfer has been made, and the matter will be treated as confidential as practicable.
5. All requests for reassignments or transfers must be submitted to the Assistant Superintendent of Human Resources in writing.
6. The District is not precluded from advertising for and/or interviewing applicants from outside the District for any vacant position. No position shall be filled until all District applicants have been interviewed.
7. Whenever a vacancy for the ensuing school year is anticipated within a school and a unit member at that school site requests reassignment to the position, with the principal's agreement, the assignment will be made between March 20 – April 1.
8. After the April 5 posting of vacancies (or sooner, if known), involuntary transfers/reassignments supersede all other provisions of this Article.

D. Involuntary Transfer/Reassignment

1. Involuntary transfers/reassignments shall only be made when a position is unfilled and for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members pursuant to class size, elimination, addition or change in program(s) and/or funding, change of boundaries or school closings.
2. If a decrease in the number of students, change of boundary, or the elimination or addition of programs(s) and/or funding occurs, the District shall seek volunteers prior to making involuntary transfer/reassignment. If involuntary transfer/reassignment becomes necessary, the unit member with the least seniority shall be transferred or reassigned. If there is an opening at the school of the displaced teacher before or during the Preliminary Assignment dates (March 20 to April 1), that teacher may choose to fill a vacant position within that school. If he/she does not accept that assignment, the teacher will be placed on the involuntary transfer list.

3. If a particular school is to be closed, then unit members at that school shall be accorded the first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
4. All unit members involuntarily transferred or reassigned under Article D.1 shall be given the opportunity to indicate three (3) preferences for reassignment to known vacancies District-wide by April 12 and shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. The determination of which unit members shall fill vacancies when two or more of these unit members apply for the same vacancy shall be determined on the basis of the unit member with the greatest seniority receiving the position. This section supersedes all other provisions of this Article. For vacancies occurring after April 15, the procedures set out under voluntary transfer of this Article shall apply. (For example, if a unit member is assigned a combination class and does not want it, they would be placed on the involuntary transfer list, if that assignment occurred before July 1.)
5. Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of released time for the preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.
6. Unit members who are transferred, reassigned and relocated to another classroom or school, prior to the first day of school, shall receive 2 (two) sub days or release time or 2 (two) days of compensation at the substitute rate.
7. Notification to involuntarily transfer/reassign should be made no later than March 15 for the following school year. However, if a unit member is involuntarily transferred or reassigned after July 1, he/she shall be added to the involuntary transfer list for the next school year based on seniority.

E. Notice of Assignment

1. The District shall publish the Preliminary Assignments *and Anticipated Vacancies list* for the school and /or division for the ensuing school year no later than March 20. This list will include teachers' names, grade level assignments (and/or subject areas), and work site of each position. The unit members affected by any change before the Preliminary Assignments and Anticipated Vacancies list is posted shall be given written notice before the change is made. An updated Preliminary Assignments and Anticipated Vacancies list will be published by April 5.
2. After the publication of the March 20 Preliminary Assignments and Anticipated Vacancies list, each unit member within each work site will have an opportunity to request a reassignment for the next school year. This request should be in writing and given to the site administrator.

F. Vacancies

1. The District shall make available to the Association and post in all school buildings a list of all vacancies, promotional positions and new positions that occur during the school year upon knowledge of the vacancies. The list shall contain the following:
 - a. A closing date which is at least ten (10) work days following the posting date;
 - b. A job description;
 - c. Qualifications/credentials necessary to meet the requirements of the position.
2. No assignment to fill the vacancy, promotional position or newly created position shall be made until the closing date.
3. The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted vacancies that may arise during the summer recess or period of leave. The unit

member's request must be in writing and must include a self-addressed, stamped envelope for each position desired. Human Resources Department will allow ten (10) workdays from the date the letter is mailed for the unit member to reply.

4. If a unit member already has a transfer application on file, it is not necessary to make further application in order to be considered for any vacancies for which the unit member may have applied.

G. Summer School Assignments

1. The District shall make available to the Association a list of summer school teaching positions. The list shall be posted and contain the following:
 - a. A closing date which is at least ten (10) working days following the posting date;
 - b. A job description;
 - c. Qualifications/credentials necessary to meet the requirements of the position.
2. No assignment to fill the vacancy shall be made until the closing date.
3. The District shall notify unit applicants of summer employment by June 1.
4. Applications shall be made available at each school site and also available online. Completed applications to be sent to Assistant Superintendent of Human Resources.

H. Combination Class Assignments

1. The Administrator will seek volunteers to be assigned to the combination class within the affected grade levels.
2. Acceptance of a combination class assignment by a more senior teacher at that grade level, on a voluntary reassignment basis will not jeopardize their right to move back to their original single grade level assignment the following year.
3. In the event that the teacher assigned to a combination class chooses to return to their prior grade level and there is not a vacancy, the teacher with

the least district seniority, including the combination class teacher, at that grade level will be displaced . The teacher with the least district seniority, at that school site, may be involuntarily transferred.

4. In order to ensure an understanding of all parties in the grade levels potentially affected by this combination class reassignment, a form will be signed by all parties involved (Appendix L).
5. If there is not a volunteer, combination classes shall be assigned to the unit member with the least district seniority in the grade levels affected by the combination class.
6. A unit member who is involuntarily or voluntarily transferred from another school to a combination class, will be assigned for the duration of the school year.
7. If a combination class is needed for the following school year, teachers at the affected grade levels follow the process in Article H.
8. Should a combination class be eliminated before the end of the school year, that teacher may be reassigned to a different grade level/position or different school site, for the remainder of that school year.
9. This reassignment will not jeopardize their ability to return to their original assignment the following year.
10. In the event that the teacher reassigned chooses to return to their prior assignment and there is not a vacancy, the teacher with the least district seniority, including the reassigned teacher, at that grade level will be displaced. The teacher with the least district seniority, at that school site, may be involuntarily transferred.

Agreed December 9, 2021

Alex Vogel, Negotiations Chair

Date

Dr. Raquel Gasporra, Asst. Supt., Business Services

Date

