

CVE COUNTER PROPOSAL
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS

December 3, 2024

ARTICLE 33. TRANSFER

33.1 Definition.

33.1.a Transfer: A transfer is defined as a change of school or administrative location.

33.1.b Reassignment: A reassignment is defined as the change of an employee's grade level or general subject matter teaching responsibility within a school site.

33.1.c Displaced Teacher: A displaced teacher is defined as a unit member who will be involuntarily transferred or involuntarily reassigned due to a reduction in enrollment, change in capacity, or closing of a facility, change in educational program, or reconfiguration due to federal and/or state laws or regulations, or for any other reason.

33.1.d Vacancy: A vacancy is defined as any position that does not have a unit member assigned to it. This includes any vacated or newly created position including positions created by reconfiguration. Any position currently held by a temporary employee shall be considered vacant for the following year. **A vacancy at a site shall initiate the process for seeking volunteers from the affected site as per 33.2 below; any remaining vacancy(ies) at affected site will be posted for transfers.**

33.1.e Job Posting: The District shall post all vacancies on the Human Resources webpage. Postings will include: School site, Grade level, Academic program, and a maximum of 10 District drafted qualifications and specifications. Postings will

specify the closing date for submitting a transfer form for transfer ~~or reassignment~~. Such posting will allow compliance with section 33.4.1. ~~Vacancies at a site shall initiate the process for seeking volunteers from the affected site as per 33.2 below; any remaining vacancy(ies) at affected site will be posted for transfers.~~

33.1.f Transfer Form: A transfer form for current members shall be a simple request for transfer ~~or reassignment~~ included in Appendix H.

33.1.g Unit Member: A unit member shall mean any and all positions listed in Article 2.1 represented by Chula Vista Educators/CTA (CVE).

33.2 Site-Based Reassignment

33.2.1 The principal shall make a reasonable effort to ensure member teaching reassignments are created within a grade level span of three (3) years. The principal shall provide evidence of their efforts (including ~~soliciting~~ seeking volunteers, consideration of past grade level changes, recent experience in grade level) to avoid involuntary reassignments which result in a grade level change. Declining enrollment and grade level class reductions may result in the need to move assignments more than three (3) grade levels. Upon this action the principal must provide evidence, upon request, of prior efforts to fill that assignment including; ~~soliciting~~ seeking volunteers, consideration of past grade level changes and experience in grade level. For combination classes, a member shall only be assigned to one of the currently taught grade levels the following year. In order to build capacity, a member will stay in their current grade level assignment for a minimum of two (2) consecutive years.

33.3 District-Initiated Displacement or Involuntary Transfer, and Involuntary Reassignment, and Displacement

33.3.1 Advance notification will be given to the employee being displaced. Such notification will be given no later than the second Wednesday of April. ~~unless class closure requires displacement to happen later in the year.~~
Following the second Wednesday of April, weekly meetings between CVE

leadership and the ~~Head of Student Placement~~ Assistant Superintendent that oversees Student Placement of ~~Human Resources or designee~~ shall be convened to discuss enrollment numbers and/or potential classroom closures. Student Placement Manager will provide updates and share as available directly to CVE leadership. The District will make every reasonable effort to avoid classroom closures and displacements after the second Wednesday in April. The reasons for displacement shall be explained to the employee prior to the formal announcement of the displacement. The explanation shall be given in a personal conference by the employee's immediate supervisor; a CVE representative may be present at the request of the affected unit member. In the event of displacement(s) at a school site, the principal shall first seek qualified volunteer(s). When two or more employees qualify with respect to the conditions in 33.3.1.d.5.c below, the employee with the shortest span of service within the District will be displaced. Displaced teachers will be transferred or reassigned according to the following process:

33.3.1.a When employees are transferred it shall not be for arbitrary or capricious reasons.

33.3.1.b When employees are reassigned it shall not be for arbitrary or capricious reasons.

33.3.1.c A vacancy must be processed via the terms of Article 33. ~~The terms of this article must be followed prior to the unit member being reassigned or transferred. A vacancy at a site shall initiate the process for seeking volunteers from the affected site as per 33.2; any remaining vacancy(ies) at the affected site will then be posted for transfers.~~

33.3.1.d No later than the Friday, following the second Wednesday in April, each displaced teacher will be provided with a list of the current vacancies. Each displaced unit member shall select up to six (6) vacant positions ranked in order of preference #1 being most preferable. No later than the Monday following the second Wednesday in April, each displaced unit member shall provide their

list to both the Assistant Superintendent of Human Resources or their designee and the President of CVE.

33.3.1.d.1 The Assistant Superintendent of Human Resources or designee and the President of CVE shall meet on the Tuesday following the second Wednesday in April, (unless a different date is agreed upon) and, using a selected random alphabet, begin placing each displaced unit member in their first-choice position.

33.3.1.d.2 Then, using the same random alphabet the parties shall place each remaining displaced unit member in their second-choice position.

33.3.1.d.3 Then, using the same random alphabet the parties shall place each remaining displaced unit member in their third-choice position. This process shall be repeated until all displaced unit members have been transferred or reassigned or their listed preferences do not match any remaining vacancies.

33.3.1.d.4 Any remaining displaced unit member(s), those whose choices did not align with vacancies, shall then be provided a list of remaining vacancies and the process shall be repeated. With mutual agreement of the parties, the number of requested positions may increase from six (6) depending on positions remaining.

33.3.1.d.5 District criteria for the displaced employee to be transferred or reassigned shall be based upon the following:

33.3.1.d.5.a Credential limitations and qualifications;

33.3.1.d.5.b Qualifications of the adopted job description and posted Specifications.

33.3.1.d.5.c When two or more employees qualify with respect to the conditions above, the employee with the longest span of service in the district will be placed. In

the event that both employees have the same seniority date, the one with the least amount of seniority at the site gets displaced. In the event of a tie, a random drawing will be conducted by CVE and CVESD representatives.

33.3.1.e Once you have been granted your transfer request, you are no longer eligible to transfer until the following school year.

33.3.2 A minimum instruction-free duty time of at least one (1) day for closing out and one (1) additional day (at daily rate) for preparation and orientation in the receiving school shall be allowed unless extenuating circumstances prevent such provision.

33.3.2.a The District will provide transportation, boxes, and the labor to move the unit member's materials to the new assignment, or new school site. Additionally, the District shall provide transportation, boxes, and the labor to move a unit member's material to a new classroom regardless whether they were assigned or transferred or not.

33.3.2.b Physical facilities provided at the time of transfer are to be adequate to enable the employee to carry out his or her responsibilities.

33.3.3 All displaced teachers shall be placed no later than April 27. Nothing in this shall prohibit any displaced teacher from skipping the displacement process and following the transfer process in section 33.4 of this article.

33.3.4 Any displaced teacher who changes sites will be offered the opportunity to return to their site should a vacancy occur before the teacher work day of the beginning of the school year.

33.3.5 In the event of a mid-year displacement, the above processes shall be followed except the start date for the process shall be the date a teacher(s) becomes displaced and receives a list of vacancies.

33.4 Employee Initiated Requests for Transfer or Reassignment for the Next School Year. Nurses will follow the same transfer procedure in this article.

33.4.1 Following the selection and/or placement of displaced teachers as noted in 33.3 above, all vacancies as they occur will be posted internally for ~~six (6) days~~ three (3) duty days and will only be open to current District employees, which includes unit members returning from leave, until June 1. After June 1, positions will be posted Monday, Wednesday, and Friday internally for two (2) calendar days.

33.4.2 All eligible certificated employees will be permitted to submit transfer form see Appendix H, for each of the positions for which they wish to transfer or be assigned during this ~~six (6) day~~ three (3) duty day time period or a two calendar day period after June 1. Certificated employees shall be placed in accordance to the following criteria:

33.4.2.a The employee holds a required California credential;

33.4.2.b The employee meets the qualifications of the adopted job description;

33.4.2.c The employee meets the specifications indicated for a particular vacancy.

33.4.2.d Certificated employees returning from leave who have not returned to their assignment or applied for a vacancy via the transfer process, will be placed by the District in accordance with State and Federal leave requirements.

33.4.2.e When more than one employee fills out the transfer form for the same position, the employee with the longest span of service within the school District will be transferred or assigned

provided only that the employee meets the qualifications and specifications stated in the posting.

33.4.2.f Transfer requests to vacancies shall be given first consideration prior to assignments on a non-transfer basis. If a voluntary transfer request is denied, the employee shall, upon written request by the employee, be provided the reasons for denial in writing within two weeks following the employee's request.

33.4.5 Notification of Transfers

33.4.5.a When a transfer or reassignment is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.

33.4.6 Unit Member Request for Administrative Transfer

33.4.6.a A unit member may file a written request to the Superintendent by April 30 for a transfer when he or she believes that the best interest of students, the District, and the employee will be served by the change in assignments for that particular employee.

33.4.6.b The administrative transfer decision lies solely within the discretion of the Superintendent.

33.4.7 Employees may only be eligible for a voluntary transfer one time per school year as per 33.3.1.e.

33.4.7.a Transfer Request Limitations

33.4.7.a.1 Employees shall be allowed to submit a request for transfer once per school year. A transfer request is defined as a transfer form see Appendix H, by an employee to change their current worksite to another within the district, including lateral or promotional positions.

33.4.7.a.2 Employees who have submitted a transfer request that has been granted within the current school year may not submit an additional request until the following school year, unless:

33.4.7.a.2.a The employee's current position has been eliminated or significantly changed due to district reorganization.

33.4.7.a.2.b The employee is affected by an involuntary transfer or reassignment.

33.4.7.b Eligibility for Transfers

33.4.7.b.1 Employees who are currently on a formal Assistance/Improvement Plan may transfer, but the improvement plan will be carried over to the new site employee's evaluator or supervising administrator. ~~are not eligible to request a voluntary transfer while the plan is in effect.~~

33.4.7.b.2 Eligibility for voluntary transfers shall be reinstated upon successful completion of the Assistance/Improvement Plan as determined by the employee's evaluator or supervising administrator.

33.4.7.b.3 In the case of a required district-wide staffing adjustment, employees on an Assistance/Improvement Plan may be considered for transfer based on the district's operational needs.

33.5 Requests for Transfer or Reassignment During the School Year

33.5.1 Vacancies that occur during the school year shall be posted online on Wednesdays or Fridays for no less than ~~six (6)~~ ~~three (3)~~ three (3) duty calendar days and responded to in accordance to Article 33.4. The District shall post vacancies on the Human Resources webpage. The District shall provide vacancy announcements to the Association and each unit member via District email when Administrative positions;

~~Teacher on Special Assignment, or other ESSC-based positions become available. Postings will specify the closing date for submitting a transfer form for transfer or reassignment.~~ Such posting will allow compliance with section 33.5.3 below.

33.5.2 A transfer form for transfer or reassignment to vacancies posted during the school year shall be made within ~~six (6) calendar~~ three (3) duty days of the date of the posting of the vacancy.

33.5.3 Nothing in this Article shall prevent an employee from requesting a transfer or reassignment. However, all vacancies must be posted or offered to displaced unit members in accordance with the Article. Approval by the Superintendent or designee shall be based upon the following criteria:

33.5.3.a The vacancy has been posted and remains unfilled;

33.5.3.b The employee holds a required California credential;

33.5.3.c The employee meets the qualifications of the adopted job description;

33.5.3.d The employee meets the specifications indicated for a particular vacancy;

33.5.3.e Approval of the transfer does not restrict the District in complying with state and/or federal mandates regarding affirmation affirmative action.

33.5.4 When more than one employee applies for the same position, the employee with the longest span of service within the school District will be transferred provided only that the employee meets the qualifications and specifications stated in the posting.

33.5.5 If a voluntary transfer request is denied, the employee shall, upon written request, be provided the reasons for the denial within 5 business days.

33.6 Administrative Transfers and Reassignments

33.6.1 Notwithstanding any other provision in this article, should a determination be made by the Superintendent that an involuntary administrative transfer or reassignment is reasonably necessary, such transfer or reassignment may be made by the Superintendent following a conference with the employee.

33.6.1.a An employee has the right to representation for the process described in Article 33.6.1.

33.6.1.b A list of open positions in the District will be made available to all employees being transferred or reassigned under these conditions. When a choice of positions is possible, employees may indicate an order of preference for consideration.

33.6.1.c Administrative transfers shall not replace proper evaluation procedures; however, the District and the Association recognize the Administrative transfer as an alternative that can have a positive effect on the educational program.

33.6.1.d An employee transferred or reassigned under section 33.4.5 shall upon written request, be provided the reasons for such transfer in writing.

33.6.1.e When a transfer or reassignment is made, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.

33.6.1.f The District shall agree that when employees are transferred or reassigned, it shall not be for arbitrary or capricious reasons and no employee shall be involuntarily reassigned twice in two (2) successive school years except for necessity. Necessity means that there is no other employee on the site who can be reassigned to accommodate District needs.

33.6.2 The principal shall make a reasonable effort to ensure member teaching reassignments are created within a grade level span of three (3) years. The principal shall provide evidence of their efforts (including soliciting volunteers, consideration of past grade level changes, recent experience in grade level) to avoid involuntary reassignments which result in a grade level change. Declining enrollment and grade level class reductions may result in the need to move assignments more than three (3) grade levels. Upon this action the principal must provide evidence, upon request, of prior efforts to fill that assignment including; soliciting volunteers, consideration of past grade level changes and experience in grade level. For combination classes, a member shall only be assigned to one of the currently taught grade levels the following year.

33.7 The District shall provide vacancy announcements to the Association and each unit member via District email when Administrative positions, Teacher on Special Assignment, or other certificated ESSC-based positions become available. Certificated members who are interested and qualified for the positions should submit an application.

33.8 Temporary Teachers

33.8.1 Sections 44919 through 44921 of the California Education Code are incorporated into this Agreement (See Appendix _____).

33.8.2 A temporary teacher is a teacher who is hired to replace a teacher on any leave for a period of one year but not less than one semester during a school year. As such, they are entitled to all rights of teachers within this District, excluding rehiring for the succeeding school year unless seventy-five (75%) of previous school year was served and a position is available.