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CVESD RESPONSE #2
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS

August 17, 2023

ARTICLE 33. TRANSFER

33.1 Definition.

a. **Transfer:** A transfer is defined as a change of school or administrative location. ~~The District shall agree that when employees are transferred it shall not be for arbitrary or capricious reasons.~~

b. **Reassignment:** ~~A reassignment is defined as a change of grade level and/or instructional program assignment within the same school site. A reassignment is defined as the change of an employee's grade level or general subject matter teaching responsibility within a school site. The District shall agree that when employees are reassigned it shall not be for arbitrary or capricious reasons.~~

c. **Displaced Teacher:** A displaced teacher is defined as a unit member who is **being involuntarily transferred or reassigned** ~~requires a transfer or reassignment change of school site~~ 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.**

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 must be processed via the terms of this Article 33 prior to being assigned or transferred to a unit member.~~

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 8 District drafted qualifications and

specifications. Postings will specify the closing date for submitting an application for transfer or assignment. Such posting will allow compliance with section 33.4.1.

f. An application: application for current members shall be a simple request for transfer or reassignment form included in Appendix

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 ~~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. ~~In order to build capacity, a member will stay in their current grade level assignment for a minimum of three (3) consecutive years.~~

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

~~33.3.1 Involuntary Transfer, Displacement Process, and Transfers During the School Year~~ Advance notification will be given to the employee being Displaced. Such notification will be given no later than ~~April 10~~ the second Wednesday of 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 above-stated conditions in 33.2.1.A.5 below, the employee with the shortest span of service within the District will be transferred Displaced. Displaced teachers will be transferred or reassigned according to the following process:

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

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

c. A vacancy must be processed via the terms of this Article 33 prior to being assigned or transferred to a unit member.

d. 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 8 12 District drafted qualifications and specifications. Postings will specify the closing date for submitting an application for transfer or assignment. Such posting will allow compliance with section 33.4.1.

e. An application: application for current members shall be a simple request for

f. No later than April 20 ~~10~~ the second Friday of April of each year, a meeting will be scheduled at the District office where each Displaced Teacher will be provided with a list of the current vacancies. The CVE President or designee may attend. Principals with vacancies or their designees may attend. Each Displaced unit member shall select **six (6) three (3)** vacant positions ranked in order of preference #1 being most preferable. No later than April 13 the second Friday of April each Displaced unit member shall provide their list to both the Director of Human Resources and the President of CVE.

1. The Director of Human Resources and the President of CVE shall meet on April 14 (unless a different date is agreed upon) and, using a selected random alphabet, begin placing each Displaced unit member in their first-choice position.

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

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. In the event of a mid-year displacement, the District

and Association shall consult upon a timeline for implementation of the displacement process.

4. Any remaining Displaced unit member(s) shall then be provided a list of remaining vacancies and the process shall be repeated. The number of requested positions may increase from six(6) depending on positions remaining.

5.a. District criteria for selecting the Displaced employee to be transferred or reassigned shall be based upon the following:

(A.) Credential limitations and qualifications;

(B.) Qualifications of the adopted job description and posted specifications.

~~b. 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 above stated conditions, the employee with the shortest span of service within the District will be transferred.~~

~~c. No employee may be transferred involuntarily more than once every two (2) years unless justified by necessity.~~

~~d. Advance notification will be given to the employee being transferred. Such notification will be given no less than five (5) school days immediately preceding the employee's day of detachment. The reasons for transfer shall be explained to the employee prior to the formal announcement of the transfer. The explanation shall be given in a personal conference by the employee's immediate supervisor.~~

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

a. The District will provide transportation, boxes, and the labor to move the unit member's employee'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 reassigned or transferred or not.

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

~~33.2.2 During the week following the completion of the above referenced steps, Principals of a school site with a vacancy and individual Displaced unit members may reach a mutual agreement on placement.~~

~~33.3.3 Remaining Displaced Teachers may provide a list of preferences prior to April 27 that will be considered by the Superintendent. The Superintendent will make a reasonable effort to place teachers based on their top three (3) preferences; however, the Superintendent retains the authority to determine the final placement. All Displaced Teachers shall be placed no later than April 27 May 4. Nothing in this shall prohibit any Displaced Teacher from skipping the Displacement process and following the Transfer process in section 33.3 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. District and Association shall consult upon a timeline for implementation of the displacement process.~~

33.4 Employee Initiated Transfers-Requests for Transfer or Assignment for the ~~Coming~~ next School Year. Nurses will follow the same transfer procedure in this article.

33.4.1 In the week immediately following the selection and/or placement of Displaced Teachers as noted in 33.2 above, all remaining vacancies will be posted for six (6) days and will only be open to current District employees, which includes teachers unit members returning from leave.

33.4.2 All eligible certificated employees will be permitted to submit applications for each of the positions for which they wish to transfer or be reassigned during this six (6) day time period. ~~Principals will then begin to interview applicants in accordance to the following criteria~~ **Certificated employees shall be placed in accordance to the following criteria:**

a. ~~The transfer of an employee will result in the best educational program;~~

- a. ~~b.~~ The employee holds a required California credential;
- b. ~~c.~~ The employee meets the qualifications of the adopted job description;
- c. ~~d.~~ The employee meets the specifications indicated for a particular vacancy.

~~All interviews must be completed by the end of the fourth week of May.~~

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

~~33.3.3~~ **33.4.4** 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 or assigned provided only that the employee meets the qualifications and specifications stated in the posting. ~~Team employees may submit recommendations regarding District drafted qualifications and specifications. The number of specifications are limited to 15.~~

~~33.3.4~~ **33.4.5** 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.

~~33.3.5~~ **All bargaining unit vacancies intended to be filled by the District, will be posted on one specific, fixed day of a week to be determined by Human Resources at the beginning of the school year.**

33.4.6 Notification of Transfers

- a. When a transfer or assignment is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment. ~~In addition, when a position is filled, all applicants interviewed shall be notified in writing within ten (10) days as to who has been chosen.~~

33.4.7 Unit member request for administrative transfer

- a. A teacher, ~~who has been repeatedly denied a transfer,~~ 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.

b. The **33.3.7 administrative** transfer decision lies solely within the discretion of the Superintendent.

33.5 Requests for Transfer or Assignment 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) calendar days and responded to in accordance to Article 33.3. 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 application for transfer or assignment. Such posting will allow compliance with section 33.4.2 below. ~~After reassignments are made within a school facility, all remaining positions shall be posted.~~

33.5.2 Application for transfer or assignment to vacancies posted during the school year shall be made within six (6) calendar 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 assignment. However, all vacancies must be posted or offered to Displaced unit members in accordance with this Article. Approval by the Superintendent or designee shall be based upon the following criteria:

- a. The vacancy has been posted and remains unfilled;
- b. ~~The transfer of an employee will result in the best educational program;~~
- c. The employee holds a required California credential;
- d. The employee meets the qualifications of the adopted job description;
- e. The employee meets the specifications indicated for a particular vacancy;

f. Approval of the transfer does not restrict the District in complying with state and/or federal mandates regarding 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. ~~Team or left employees may submit recommendations regarding District drafted qualifications and specifications.~~

~~33.4.5 Transfer requests to vacancies shall be given first consideration prior to assignments on a non-transfer basis.~~

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

~~33.5 Administrative Transfers~~

~~33.5.1 Transfers for the Coming School Year~~

a. ~~The immediate supervisor may file a written request by April 30 for the transfer of an employee when he or she believes that the best interest of the students, the District, and then the employee will be served by the change in assignments for that particular employee. Any change from the April 30 deadline must be approved by the Superintendent. In cases of federal and/or state mandates necessitating transfers, the District may consult with the Association to attempt to work out a solution satisfactory to the parties. Before any requests for administrative transfer are acted upon, the employee must be advised through a personal interview of the reason(s) why an administrative transfer is being recommended. Prior to such interview, the employee shall be informed of the forthcoming interview.~~

~~b. An employee has the right to representation.~~

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

~~d. 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.~~

~~e. An employee transferred under section 33.4.1 shall, upon written request, be provided the reasons for such transfer in writing.~~

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

~~g. Employees who are to be transferred will be notified by June 1, except when unforeseen circumstances prevent such timely notification.~~

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

a. An employee has the right to representation for the process described in Article 33.6

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.

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.

d. An employee transferred or reassigned under section 33.4.1 shall, upon written request, be provided the reasons for such transfer in writing.

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

d. 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 three (3) 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 Reassignment~~

~~33.6.1 The District shall agree that when employees are reassigned, it shall not be for arbitrary or capricious reasons and no employee shall be involuntarily reassigned twice in three (3) 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 three (3) year span includes the current grade level assignment.** 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 For purposes of Agreement, a reassignment is the change of an employee's grade level or general subject matter teaching responsibility within a school site. The District shall agree that when employees are reassigned it shall not be for arbitrary or capricious reasons and no employee shall be involuntarily reassigned twice in three (3) 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.~~