

**ARTICLE 8 – VACANCIES AND TRANSFERS**

<b>CBA Subject</b>	<b>CBA Dates (Non-Layoff Year)</b>	<b>CBA Dates (Layoff Year)</b>	<b>Article</b>
Resignation/Retirement submitted for \$1500 Stipend	Prior to 2/1	Prior to 2/1	8.2.3
District Accepts Requests for Surplus	2/1-2/10	5/7-5/12	8.4.2, 8.4.5
Volunteers for surplus submit request to surplus	No later than 2/14	No later than 5/14	8.4.2, 8.4.5
Surplus Transfer Process	Completed by 3/15	5/15-5/30	8.4.5
Closed Period	3/16-4/15	N/A	8.5
Open Period	4/16-5/14	N/A	8.6

**8.1 DEFINITIONS**

- 8.1.1 ~~A VOLUNTARY TRANSFER is one which is initiated upon application of the employee and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit. SENIORITY, as referred to in this Article, shall be based on years of service to the District and shall apply to all members of the bargaining unit regardless of classification or position held. A year of experience must represent not less than seventy-five percent (75%) of the days of required full-time service. [Moved from 8.1.4] Whenever two (2) or more persons have the same seniority date, seniority shall be determined by the casting of lots. Such casting of lots will take place in the presence of the persons who have the same seniority ranking.~~
- 8.1.2 ~~An INVOLUNTARY TRANSFER is one which is initiated by the administration and involves a change in assignment from one (1) school or administrative unit to another without a change in classification.~~
- 8.1.3 ~~For the purposes of this Article, a VACANCY is any new or existing opening among those positions for which a member of the bargaining unit may be considered for transfer.~~
- 8.1.4 ~~SENIORITY, as referred to in this Article, shall be based on years of service to the District and shall apply to all members of the bargaining unit regardless of classification or position held. A year of experience must represent not less than seventy five percent (75%) of the days of required full time service; although semesters will be added together, even if in separate school years, in computing years of service.~~
- 8.1.4.1 ~~In instances where there has been prior certificated service in the District, years of service in the District shall be determined by using the date on which the teacher most~~

recently joined the District, and then backdating the anniversary date by the number of years previously served (based upon cumulative semesters during which the teacher served 75% or more of the time). In no case shall the anniversary date be earlier than the first required day of service in that school year.

- 8.1.4.2 — ~~Certificated service in the children's center shall count toward total District seniority, but the seniority is only applicable in the program where the certificated person is currently employed.~~
- 8.1.5 — ~~A **COMPELLING REASON** is defined as the need to meet credential and legal requirements, or special qualifications which can be documented.~~
- 8.1.6 — ~~A **TEMPORARY PERSON** as referred to in the Application and Placement section of this Article is one who is employed on a temporary certificated contract which includes the master contract entitlements for health and welfare benefits, salary, and sick leave.~~
- 8.1.7 — ~~A **SEVENTY-FIVE PERCENTER** as referred to in the Application and Placement section of this Article is one who was employed in a temporary certificated position or who has been serving as a long term substitute performing all of the duties of a regular teacher for at least ~~(seventy-five)~~ 75 percent (75%) of the days school was in session in the most recent school year.~~
- 8.1.8 — ~~A **NEW OFFER** as referred to in the Application and Placement section of this Article is one who has been offered a certificated contract with the District for the next school year.~~
- 8.1.9 — ~~A **NEW APPLICANT** as referred to in the Application and Placement section of this Article is one who is not currently employed in a certificated position in the District but one who applies for a position in the District.~~
- 8.1.10 — ~~A **LONG TERM SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who the District anticipates will remain employed for more than 90 consecutive work days and who is so informed by the District at the time of hiring or at the time of change from day to day substitute status.~~
- 8.1.11 — ~~A **DAY-TO-DAY SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who is hired as needed to fill a certificated position.~~
- 8.1.12 — ~~**IN-DISTRICT PERMANENT PERSONNEL** as referred to in the Application and Placement section of this Article are those who have gained tenure in the District; or in the case of application for positions to be filled in the next school year, persons who will gain tenure the beginning of that next school year.~~
- 8.1.13 — ~~**IN-DISTRICT PROBATIONARY PERSONNEL** as referred to in the Application and Placement section of this Article are those in probationary status except as referred to in 8.1.12.~~

## 8.2 GENERAL PROVISIONS

- 8.2.1 ~~No teacher shall be transferred nor denied a transfer request arbitrarily, capriciously or without basis in fact. District decisions regarding the filling of vacancies or transfers shall not be arbitrary or capricious.~~
- 8.2.2 ~~Applications for voluntary transfer may be filed whenever a Notice of Vacancy is posted by the District. Application forms for transfer shall be available online or in the Human Resources Office. Any teacher whose assignment involuntarily changes during the school year pursuant to this Article shall be provided one (1) non-teaching day prior to the beginning of the new assignment for the purpose of relocation, orientation and lesson planning.~~
- 8.2.3 ~~If an applicant is not selected for a specific position for which he/she applied, school site or administrative unit shall, upon written request, provide the applicant with a written statement of the reasons therefore. To assist with staffing, any unit member who submits his or her retirement or resignation by but no later than January 31 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars (\$1500) upon Board acceptance of the retirement or resignation.~~
- 8.2.4 ~~Any teacher may submit an application for transfer at any time directly to the Human Resources Office without being required to notify or receive approval from the building principal or other administrator in charge.~~
- 8.2.5 ~~Application for transfer to any type of position or location shall be made to the Human Resources Office on forms provided for this purpose. Verification of the receipt of application can be obtained in person from the Human Resources Office.~~
- 8.2.6 ~~If a teacher requests an interview with the Personnel Services Human Resources Office, or if the District desires an interview, it will be scheduled.~~
- 8.2.7 ~~If a teacher desires to be considered for future vacancies a new application for transfer must be filed with the Human Resources Office as each new vacancy is posted.~~
- 8.2.8 ~~The teacher shall be transferred to a position which is consistent with major(s), minor(s), experience, certification, qualifications, and insofar as possible, with desires and interests of the teacher.~~
- 8.2.9 ~~All transfer applicants, upon receipt of the offer of a position shall respond by 4 p.m. of the next business day. Within this time constraint, the person may request information regarding the status of any other position(s) for which he/she applied, and the Human Resources Office shall comply with such request.~~
- 8.2.10 ~~If an applicant fails to accept or respond to a tentative assignment, or when all available means of communications prove unsuccessful in contacting that applicant, the Human Resources Office may proceed to the other referred applicants.~~

- ~~8.2.11 Any teacher transferred during the times that schools are in regular session shall be provided one (1) non-teaching day prior to the beginning of the new assignment for the purpose of relocation, orientation and lesson planning.~~
- ~~8.2.12 No teacher shall be involuntarily transferred more than once during any one (1) school year.~~
- ~~8.2.13 Full-time probationary personnel may not apply for a voluntary transfer.~~
- ~~8.2.14 All positions filled by a person on a temporary contract, on a limited term assignment, or long-term substitute which are to be continued, shall be declared vacant the last day of the second semester and shall be made a part of the vacancy list for Step 1 placements unless the position is being held for a permanent teacher on leave or a limited term assignment who has return rights.~~
- ~~8.2.14.1 If the termination date of the limited term assignment is extended during the school year the assigned teacher shall continue in the position unless there is a need for a surplus teacher to be placed in the position.~~
- ~~8.2.15 No regular position shall be reserved as a limited term assignment in excess of one (1) school year, while a teacher is voluntarily filling another assignment.~~
- ~~8.2.16 Positions involving classifications other than classroom teacher and/or positions which provide additional pay shall be filled as per Step 1 criteria except that posting and placement may occur throughout the year. Any other qualifying position(s), or any new position(s) created by the District or any changes in existing job specifications which would be controlled by this section must be mutually agreed to by the District and the Association. These positions include the following: Counselor, Program Specialist, Vocational Specialist, Department Chairperson, Librarian, Psychologist, Resource Specialist, School Social Worker, Student Activities Advisors, Training Specialist.~~
- ~~8.2.17 In order to provide services for students with limited English proficiency ("LEP students"), positions which an approved school plan defines as requiring specialized Bilingual credential services to LEP students will be filled in the following manner:~~
- ~~8.2.17.1 — Prior to Step 1, the new, created or open positions in the District and schools requiring teachers holding Bilingual credentials for the following school year will be identified for posting and made known to SCTA upon its request. The District will determine the type of credential(s) required for each position.~~
- ~~8.2.17.2 — All such positions shall be posted with their requirements, and shall be filled in accordance with the procedures of Steps 1 and 2.~~
- ~~8.2.17.3 — Teachers with LDS or SB 1969 certification and those in a verifiable continuous training program for a Bilingual or CLAD certificate(s), the length of which training program shall be as approved in the District's Plan to Remedy, but not require a period of~~

less than two years, and whose continued progress in that training program is documented, shall be considered equal to CLAD/BCLAD credentialed teachers except that among such a group seniority shall prevail.

~~8.2.18 No teacher may voluntarily transfer more than once each fiscal/school year (July 1st to June 30th).~~

~~8.2.19 The District and SCTA will collaborate on a teacher recruitment and review process to increase the quality of teacher applicants.~~

### **8.3 NOTICES FILLING OF VACANCIES**

~~8.3.1 Definition: A vacancy is a new or existing bargaining unit position that the District is seeking to fill. It is the intent of these procedures that every reasonable effort shall be made to provide employees with information regarding the establishment of new positions as well as vacancies in existing positions when time permits. Positions shall be posted for a period of not less than four (4) work days. A notice of vacancy shall list all objective criteria which shall serve as the basis for selection.~~

~~8.3.1.1 After internal assignment changes, if any, vacancies for the ensuing year shall be identified and reported to the Human Resources Office and SCTA by site/program administrators in sufficient time to meet the posting timelines. Exceptions may be made for extenuating circumstances which can be documented.~~

~~8.3.1.2 To assist in early staffing, any unit member who submits his or her retirement or resignation prior to February 1 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars (\$1500) upon Board acceptance of the retirement or resignation. By mutual agreement, the parties may agree to increase the retirement/resignation incentive. Additionally, the District and SCTA agree to the following efforts based on mutual agreement for retirees and resignees:~~

- ~~a. A program that provides for substituting opportunities at the teacher's last site(s) for the purpose of continuity and in-servicing and provisioning of new teachers.~~
- ~~b. A program of recognition.~~
- ~~c. Development of appropriate information regarding STRS, health benefits, and other matters.~~

~~8.3.2 All notices of vacancies shall be prepared as soon as possible after vacancies and positions are known, with the exception that vacancies that become known and available as a result of early retirement/resignation notice set forth in 8.3.1.2 will be posted on February 15th. Each notice shall be advertised by Human Resources Office in the following ways:~~

- ~~• Post on the District website~~

- ~~Email to the designated Association representative(s)~~
- ~~Email to teachers~~

Advertisement: The District shall advertise vacancies on its website for no less than four (4) work days and notify unit members and designated Association representatives of vacancies by email. Advertisements shall minimally include a description of the position, minimum experience, qualifications required, and the deadline for applying, unless the position is designated as open until filled.

8.3.3 ~~Except for surplus teacher placement and contracted teachers unassigned by August 1, no vacancy can be filled as a regular assignment during Steps 1 and 2 until it has been advertised in accordance with established procedures. Eligibility: Unit members applying must meet minimum experience and qualification requirements to be considered for a vacant position. Full-time unit members in a probationary status are not eligible. However, full or part-time probationary unit members may apply for positions for the school year in which they are eligible to attain permanent status.~~

8.3.3.1 Part time employees – probationary or permanent – are allowed to apply to any position during the school year that would allow them to increase up to 1.0 FTE.

8.3.3.2 To minimize disruption to students, if a vacancy occurs during the school year and outside of the closed period, the District shall fill the position with an external candidate.

8.3.4 ~~Notices of Vacancies will be numbered in the order of issuance. Application process: Eligible unit members may apply for a vacancy by submitting an online application.~~

8.3.5 ~~Any modification to a Notice of Vacancy shall require a new posting and cancellation of any commitments based on the previous Notice of Vacaney. Interview process: The District may select the applicant who, in the judgment of the site administrator or program administrator, best meets the needs of the District in filling a vacant position.~~

8.3.6 ~~A listing of positions filled shall be provided upon request to the SCTA on the first and fifteenth of each month. The District shall offer vacant positions to the best qualified applicant. Unit members who are offered a vacant position shall have one (1) working day to respond to the offer. A unit member who is not offered a vacant position may, upon request, receive verbal feedback from the Human Resources Department as to why they were not selected for the position.~~

8.3.7 The procedures contained in Section 8.3 shall not apply to Sections 8.4-8.6 unless specified therein.

#### **8.4 SURPLUS TRANSFERS (FEBRUARY 15 TO MARCH 15)**

8.4.1 ~~The initial identification and notification of surplus personnel will be accomplished by the Human Resources Office no later than the Friday occurring in the first full week in April, insofar as they are known. Personnel identified for surplusng shall be notified~~

~~within three (3) days of the time they are identified. Such notification shall consist of written notice mailed to address of record and an email to the work address.~~

~~Surplusing may occur for the following reasons:~~

- ~~a. — Over staffing at school sites (Surplus Personnel).~~
- ~~b. — Reduced funding in special programs.~~
- ~~c. — The termination of an LTA position or special funded position for a regular permanent teacher who has no immediate return rights to a position, classification or a designated position.~~

Definition: An involuntary surplus transfer is one in which the employee is identified by the District, consistent with this Article 8.4, as surplus. A voluntary surplus transfer is one in which the employee volunteers to be transferred instead of another employee being designated as an involuntary surplus transfer. A surplus transfer is a voluntary or involuntary transfer of a unit member in a classroom teaching position, including teacher resource and training specialist, due to over-staffing at a school site, reduction in program funding, or the elimination of a long term assignment (LTA) or specially-funded position if the unit member does not have return rights to another position. An employee who participates in the surplus transfer process may only select a position for which he or she is credentialed and qualified. Special subjects teachers shall be assigned by the District based on District needs.

Existing training specialists and resources teachers participating in the surplus process are the only employees eligible to choose those positions in the surplus process, and must select the same type of position held in the year prior to the year in which the surplus transfer will take effect. For example, only a current training specialist may select a training specialist position.

- 8.4.2 ~~Before declaring anyone surplus, it shall be determined if there is a volunteer with the proper credential in the area being surplused who is teaching in that area and who is willing to accept surplus status. Written and email notification shall be sent to all affected staff requesting any volunteers prior to the least senior teacher being identified by the Human Resources Office. If more than one teacher volunteers for surplus, the most senior volunteer shall be selected.~~

Initial notice and solicitation of volunteers: Unit members at impacted school sites and in impacted programs and positions shall be notified of the District's intent to conduct surplus transfers and be given the option of volunteering for transfer. The notice soliciting volunteers for surplus shall be sent by email using the District email address. Unit members who wish to volunteer as a surplus transfer shall respond in writing to Human Resources by the deadline specified in the notice. Such notice to employees shall occur between February 1 and 10, volunteers for surplus must submit their request to surplus by no later than February 14.

- 8.4.2.1 ~~Teachers who are projected to teach in year-round schools may voluntarily declare themselves surplus at that school for the following school year if the declaration is placed in writing to the site administrator by February 1st. Such persons shall then be treated as all other involuntary surplus persons. Volunteer eligibility: Unit members may not volunteer for a surplus transfer if they are on a performance improvement plan and/or have received written discipline within the past 12 months.~~
- 8.4.2.1.1 ~~Teachers must declare their intention to self-surplus by March 15th. With the exception of teachers who have self-surplussed within the previous three (3) school years, or a teacher who is currently in a performance improvement plan, teachers may elect to self-surplus. Teachers who have self-surplussed within the previous three (3) years, or a teacher who is on a performance improvement plan may self-surplus with the approval of the District. Unless otherwise agreed by the District and the Association, self-surplussing will be limited to no more than seven (7) teachers per school year. If more than seven (7) teachers elect to self-surplus, eligibility will be determined in seniority order.~~
- 8.4.2.2 Voluntary surplus transfer selection process: Volunteers for surplus transfer will be selected in seniority order if the number of volunteers exceeds the number of applicable positions. Volunteers who are permanent full-time unit members shall be selected before permanent unit members who are less than full-time.
- 8.4.2.3 If there are no volunteers, or the number of volunteers is less than the number of applicable positions, impacted unit members shall be selected in reverse seniority order. However, the District may select out of reverse seniority order based on the credential(s) and/or special qualifications possessed by a less senior unit member as well as legal requirements.
- 8.4.3 ~~In any elementary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority. Selection of new assignment: Each unit member who is selected or volunteers for a surplus transfer shall, in order of seniority, select two (2) vacant positions in which he/she possesses the minimum qualifications. Unit members shall be placed in one (1) of the identified positions. If only one vacancy remains, the unit member shall be placed in that position.~~
- 8.4.4 ~~In any secondary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority in the subject area of the position declared surplus. Notice of transfer: The District shall notify unit members of their surplus transfer (whether voluntary or involuntary) and new assignment by email using the District email address.~~
- 8.4.4.1 ~~If the teacher who is declared surplus has served in another subject field within the previous five years, or has a major or minor in another subject field, the teacher may~~



~~choose to be compared in any of those fields on the basis of District seniority for surplus declaration.~~

~~8.4.5 If the site administrator declares surplus an individual other than the one with the least District seniority, the site administrator shall immediately place in writing the reasons for such decision and transmit them to the Human Resources Office and to the teacher(s) involved. The District shall complete the Surplus Transfer process, including all known vacancies, by March 15, in non-layoff years. Unit members who are not transferred by the end of the Surplus Transfer process shall be placed in an available position for which he/she is qualified in seniority order, as determined by the District. In a year in which the District conducts a layoff of certificated employees and issues preliminary layoff notices to employees on or before March 15, the timelines for surplus transfer set forth in this section 8.4 shall be extended, with notice of surplus provided to employees between May 7 and 12, employees submitting any request for voluntary surplus by no later than May 14, and the surplus transfer process with employees shall occur between May 15 and May 30. In a year the District does not conduct a layoff of certificated employees, the surplus transfer process with employees shall occur by March 15.~~

~~8.4.6 Whenever two (2) or more persons have the same seniority ranking, the person to be declared surplus shall be determined by the casting of lots. Such casting of lots will take place in the presence of all persons who have the same seniority ranking and who could be affected by this process.~~

~~8.4.7 The Human Resources Office shall provide written notice and email notice to teachers subject to involuntary transfer, stating the nature of the transfer with reason therefore, and informing them of their right to a meeting with the District representative if the teacher so requests.~~

~~8.4.8 Within a four year period, teachers who have been declared surplus from a regular position shall have preference in returning to the school from which they have been surplused. Teachers may complete the application any time during the four (4) year period commencing on their involuntary surplus date (July 1).~~

~~8.4.9 **Surplussing of Counselors:** The following procedures shall be used except where in conflict with compelling reasons. However, these provisions do not apply to declaration of surplus staff at a school and an involuntary transfer where the total number of District positions has not been reduced. This provision would apply only if the total number of counseling positions have been reduced.~~

~~8.4.9.1 When the number of elementary counselor positions is reduced in a non lay off situation (school closure, consolidation, or overstaffing), the least senior elementary counselor(s) who is/are credentialed and experienced as a classroom teacher will be declared surplus and placed in the surplus teacher pool.~~

~~8.4.9.1.1 If the surplus elementary counselor is credentialed and experienced at the secondary level he/she may choose to be compared on the basis of seniority with secondary counselors.~~

~~8.4.9.2 When the number of secondary school counselor positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior secondary counselor(s) who is/are credentialed and experienced as a classroom teacher will be placed in the surplus teacher pool. The vacancy(ies) created will be filled by the more senior counselor(s) unassigned as a result of the surplus.~~

~~8.4.9.2.1 — If the surplus secondary counselor is credentialed and experienced at the elementary level he/she may choose to be compared on the basis of seniority with elementary counselors.~~

~~8.4.9.3 **Vocational Specialists:** When the number of vocational specialist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior vocational specialist who is credentialed as a counselor and experienced as a counselor shall replace the least senior secondary counselor who has less seniority than the vocational specialist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.~~

~~8.4.9.4 **Psychologists:** When the number of psychologist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior psychologist who is credentialed as a counselor and experienced as a counselor or classroom teacher shall replace, depending on credential and experience, the least senior elementary or secondary counselor who has less seniority than the psychologist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.~~

~~8.4.9.5 **Social Workers:** When the number of social worker positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior person(s) shall be given the opportunity to replace, depending on their credential and experience, the least senior elementary or secondary counselor who has less seniority than the social worker and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.~~

~~8.4.9.7 Other non-teaching certificated positions are not to be covered by this section.~~

~~8.4.9.8 This section shall not preclude transfers under Section 8.7 et seq. of this Article.~~

## **8.5 CLOSED PERIOD - MARCH 16 TO APRIL 15**

### **8.5.1 Step 1 – Unit Member Priority Period (February 1 to April 10)**

~~Step 1 shall begin on February 1st and shall conclude on April 10th. Any position that was posted February 1st or after but before April 10th shall be part of Step 1. Vacancies that the District was made aware of prior to February 1st, which occurred during the current school year, shall be included during Step 1. Available positions shall be as a result of One-Stop staffing, retirement/resignations notices and any other reasons for which vacancies exist. The District shall complete the One-Stop staffing process by no later than February 15th so that those positions may be included the Step 1 process. Any~~

~~subsequent vacancies occurring after April 10th will be made available to remaining surplus teachers under Step 1 B below. If it is determined that a position has been hidden to avoid its inclusion in the Step 1 process, the position will be posted and awarded according to the step 1 procedures set forth in this section, regardless of the time of year.~~

~~For Step 1 "qualified applicants" are defined as in District permanent and surplus personnel. For Step 1, "additional applicants" or "additional teacher applicants" are defined as temporary, seventy-five percenters, new offers, new applicants, and substitutes.~~

Definition: The purpose of the closed period is to provide eligible unit members with the opportunity to apply for a transfer to a vacant bargaining unit position for the subsequent school year.

~~8.5.1.1 If there are five (5) or more qualified applicants, the five (5) most senior shall be referred. One (1) shall be selected and placed.~~

~~8.5.1.2 If there are four (4) qualified applicants, all four (4) shall be referred. One (1) shall be selected and placed.~~

~~8.5.1.3 If there are only three (3) qualified applicants, all three (3) shall be referred, and the District may refer one (1) additional applicant. One (1) shall be selected and placed.~~

~~8.5.1.4 If there are only two (2) qualified applicants, both shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.~~

~~8.5.1.5 If there is only one (1) qualified applicant that applicant shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.~~

~~8.5.1.6 If there is no qualified applicant, the District will hold the position for placement in the surplus process. If there is no one qualified for the positions in the surplus pool, the position shall be posted under Step 2.~~

~~8.5.1.7 After the beginning of the school year, placement in positions must be made within fifteen (15) working days after the final posting date of the position. For positions commencing the following school year, selection shall be made within ten (10) working days or as soon as possible after the final posting date.~~

~~8.5.1.8 If all those referred for a position decline the offer for the position leaving no placement possible, then the position will be incorporated into the surplus process.~~

~~8.5.1.9 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:~~

~~a. \_\_\_\_\_ The principal or designee;~~

- b. ~~bargaining unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.~~
- c. ~~At newly opened sites, SCTA will appoint panel members.~~
- d. ~~Other participants mutually agreed upon by the principal and SCTA representatives on the committee.~~

#### 8.5.2 **Step 1A – Resulting Positions (Classroom)**

~~Classroom positions that become available or open as a result of in-District permanent classroom teachers accepting positions at other sites/departments, per 8.5.1 will, after any local assignment changes, be incorporated into the surplus pool.~~

Eligibility for transfer: Unit members must meet minimum experience and qualification requirements and may not be in probationary status in order to be eligible for transfer into vacant positions, except that probationary unit members may apply for vacant positions for the school year in which they are eligible for permanent status. Probationary employees are also allowed to apply to any position during the closed period that would allow them to increase up to 1.0 FTE.

#### 8.5.3 **Step 1B – Surplus Placement** Application and selection process: Vacancies shall be advertised pursuant to Section 8.3.2.

- 8.5.3.1 a. ~~Unless by mutual agreement between the Association and the District, surplus placement shall be completed by no later than April 30th. The parties shall mutually agree on the time and District location of surplussing. It shall not be during spring break. Only surplus personnel per 8.4.1, 8.4.2.1, and 8.4.2.1.1 shall be placed for the following school year during this period. Surplus placements for teachers not placed during the surplus process may be ongoing until such teachers are placed.~~
- b. ~~All surplus personnel shall be contacted by the Human Resources Office. Each surplus employee shall have the opportunity to select two (2) positions in which he/she is interested and the employee shall be placed in one (1) of the identified positions. Such selections shall occur in the seniority order of the surplus employees. If only one choice remains and the position is one that is acceptable to the surplus employee, that position shall be awarded to the surplus employee.~~
- c. ~~If no position is available for which a surplus teacher qualifies during the surplus process, the surplus teacher will be placed on a priority and seniority basis in the first available position for which he/she qualifies, including those positions which open in Steps 1 and 2. Such positions need not be advertised. Should two or more positions for which such teachers qualify become available at the same time, the teachers shall choose from among the positions on a seniority basis.~~

~~8.5.3.3 Non-classroom teachers in indicated positions (classifications) who have no return rights to a prior position shall enjoy the following rights at the end of their special assignment:~~

- ~~a. Teachers may participate in the surplus process.~~
- ~~b. If the surplussing process has already occurred, teachers may apply for any vacancy for which they are qualified.~~

**8.5.4 Step 2 – Open Period (May 1 to January 31)**

~~Step 2 shall begin on May 1 and shall continue through January 31st. Candidates may include all qualified in and out of District applicants except probationary employees.~~

Unit members may apply for vacancies during the closed period pursuant to Section 8.3.4. Human Resources shall refer eligible and qualified unit members to the school site for consideration. Applicants shall be interviewed and selected pursuant to Section 8.3.5. In years in which the District issues preliminary layoff notices, the process described in this Section 8.3 will not occur.

~~8.5.4.1 During this step, a maximum of seven (7) persons from among the qualified applicants for any position shall be referred to the site or unit administrator for selection. Up to three of the referred applicants shall be those with the greatest seniority among the qualified applicants, if three or more qualified represented employees apply. If one or more qualified substitutes apply, at least one (1) shall be referred. The remaining referred applicants may be referred from any source.~~

~~Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:~~

- ~~a. The principal or designee;~~
- ~~b. bargaining unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.~~
- ~~c. At newly opened sites, SCTA will appoint panel members.~~
- ~~d. Other participants mutually agreed upon by the principal and SCTA representatives on the committee.~~

~~One of the referred applicants shall be selected and placed within ten (10) working days following the final posting date of the position. All referred applicants who interviewed will be notified in writing, by phone or by email the results of their interview.~~

~~8.5.4.2 If there are less than two (2) qualified applicants, the site administrator may request a relisting.~~

~~8.5.4.2.1 — The parties intend that long-term substitute teachers assigned authorized, permanent, positions because regular credentialed teachers are not available for these positions will remain in the assignment until the end of the school year or until the employee is terminated. The position will then be posted for the following year. For the purposes of this provision, long-term substitute means:~~

- ~~a. — employees who are provided a contract indicating their status;~~
- ~~b. — the contract indicates the fringe benefits provided in conformance with this collective bargaining agreement;~~
- ~~c. — the employee is authorized pursuant to law to serve in the position;~~
- ~~d. — the employee may be terminated at any time pursuant to Education Code section 44953 or 44954. The District and SCTA will consult regarding providing special help or support for these teachers.~~

~~8.5.4.3 If a clear, open and vacant position is filled during this step by a permanent District teacher or qualified applicant, the position shall be classified as a regular position.~~

~~8.5.4.4 All surplused contracted teachers who do not have an assignment by August 1 may be placed directly. At the time of such placement, should there be two or more positions for which such teachers qualify, the teachers shall choose from among the positions on a seniority basis.~~

~~8.5.4.5 Positions that become vacant after January 15th and filled subsequently for the remainder of that school year shall be designated as limited term assignments and become available during Step 1 for the following school year.~~

~~8.5.4.5.1 — Notwithstanding, Child Development teachers may be placed year-round as regular assignments in clear, open, and vacant positions.~~

~~8.5.4.6 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:~~

- ~~a. — The principal or designee;~~
- ~~b. — bargaining unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.~~
- ~~c. — At newly opened sites, SCTA will appoint panel members.~~
- ~~d. — Other participants mutually agreed upon by the principal and SCTA representatives on the committee.~~

8.5.5 Unit members may apply for transfers to take effect at the beginning of the subsequent school year between March 16 and April 15 of each year pursuant to section 8.3, and will be considered for transfer to any position for which they are credentialed and qualified.

8.5.6 If there is no one qualified for the remaining vacant positions in the surplus pool, the position shall be posted in the open period.

## **8.6 INTRADISTRICT EXCHANGE OPEN PERIOD - APRIL 16 TO MAY 14**

8.6.1 ~~Should two (2) or more teachers desire to exchange positions on a temporary basis, said teachers shall be responsible for making all of the arrangements. Such arrangements shall be reduced to writing and shall include the following:~~

~~a. The name of the teacher(s) involved.~~

~~b. The subject areas the teachers are qualified to teach.~~

~~c. The written approval of the site administrators.~~

~~d. The written approval of the Personnel Services Human Resources Office.~~

~~e. All arrangements must be completed at least 30 days before the exchange is to occur.~~

External candidates may apply for vacant positions during the open period. Unit members may still apply for transfers to take effect at the beginning of the subsequent school year during the open period between April 16 and May 14 of each year pursuant to Section 8.3 and will be considered along with any external candidates that apply for vacant positions. The open period deadline is extended to June 15 in any year where a layoff occurs.

~~8.6.2 Such an intradistrict exchange shall be limited to a duration of one (1) school year and can be effected only once in four (4) years.~~

## **8.7 ADMINISTRATIVE (INVOLUNTARY) TRANSFERS**

8.7.1 ~~Transfers necessitated as a result of a substandard performance or other problems encountered by an employee, shall be recommended to the superintendent and Board of Education by the Human Resources Office, upon the recommendation of staff level instructional administrators. The reasons for any recommended transfer other than for reasons of surplus shall be delineated in writing by the staff level instructional administrators and delivered to the Human Resources Office which shall provide a copy to the affected teachers. Such personnel shall be transferred into an existing vacancy in which they will be able to perform more effectively.~~

~~As soon as an administrator transfer is being considered by the Human Resources Department, but no less than thirty (30) working days from the initiation of the~~

~~administrative transfer, the site administrator or Human Resources representative (only by direction of the Human Resources Department) will meet with the employee to:~~

- ~~a. Inform the employee of the problem;~~
- ~~b. Express reasons that an administrative transfer is being considered and what actions would lead to an administrative transfer;~~

~~Whenever possible, certificated employees will not be moved without their consent, and will be given all available options as to which site they will be moved. The parties agree that administrative transfers may be effectuated with or without employee consent.~~

The District may transfer a unit member because of substandard performance or other concerns regarding his/her ability to successfully perform the duties of his/her position. The reasons for the transfer shall be provided to the unit member in writing as soon feasible prior to the transfer. A site administrator or Human Resources representative shall meet with the unit member to explain the reasons for the transfer as soon as feasible prior to the transfer. Unit members shall be transferred into existing vacancies for which they are qualified.