

Article 7 Vacancies, Transfers, and Assignments

A. Definitions

As used in this Article, the following definitions apply:

1. **Vacancy:** A situation where a position previously held by a bargaining unit member is vacant and retained, or when a new position is created.
2. **Transfer:** A change in assignment from one (1) building to another or from one (1) secondary department to another.
3. **Temporary Position:** A position which is designated as temporary or experimental or which is required to fill a vacancy that occurs after the opening of school because of unanticipated enrollment, or because of death, disability, retirement, resignation, leave of absence, or dismissal of a permanent or probationary teacher.
4. **Program:** Special education, English Language Development, music, elementary/middle school electives.

B. Posting Vacancies

All licensed vacancies will be posted on the District website for six (6) business days. All positions posted will list the specific position description and corresponding qualifications and licensure needed. Vacancies being filled on a Temporary basis that occur after August 1 for the remainder of the school year will be posted until filled (six-day posting waived).

C. Filling Vacancies

1. The District will first consider its own staff when filling vacancies. Members of hiring committees will be representative of the body the position is being hired for whenever possible. If the committee recommendation for a position is not honored the District will communicate back to the hiring committee the reason(s) why to the extent possible given confidentiality constraints.
2. The District may temporarily fill vacancies with temporary or probationary teachers. If a temporary position becomes permanent, the District will post the position. All qualified and properly licensed bargaining unit members who apply within the posting period shall be offered an interview before the position is filled on a permanent basis.
3. Candidates selected from outside the bargaining unit to fill vacant temporary positions will be designated as temporary employees.
4. Bargaining unit members who are permanent employees who apply for and are selected for a temporary position are not guaranteed the position the following year if it becomes permanent. In that circumstance, they must reapply and be selected for the position. It is understood that upon giving up a permanent position and taking a temporary position that the District will then reassign them to an open position which they are appropriately licensed for that may or may not be in the building they were previously assigned to or currently assigned to after the temporary assignment has ended. These employees will be placed before any transfers or reassignments occur for the following school year.
5. Bargaining unit members making application shall be interviewed provided they so desire and are available at the time interviews are being conducted.
6. If a bargaining unit member's request for a position is denied, the Principal or Supervisor, upon request, will provide a face-to-face meeting to share specific, constructive feedback with reasons for non-selection.
7. For hard to fill positions, defined for the purposes of this article as Specialists which include Speech Language Pathologists, Occupational Therapists, School Nurses, Autism Evaluators and School Psychologists, if the vacancy has remained open for more than twelve (12) business days with no qualified applicants, the District may contract out for those services for the remainder of the year. Active posting and recruitment will continue for the hard-to-fill vacancy posting even if the District contracts out for the services.

D. Transfers

If there is a need to reduce staff at a school or program, the building Principal or Director as appropriate will go through this transfer procedure to determine which staff member will have to transfer to another building.

1. The Principal or Director will ask for volunteers. Staff members will be informed of all available vacancies for which they are qualified (i.e., regular or emergency certification, less than half time teaching, etc.) known at the time the transfer decision is being made or as soon as reasonably possible. Staff members will also be informed if there is an option to transition to a part-time position, or other problem solving options, rather than to transfer and staff members can then indicate their preference.
2. If there is no volunteer to transfer, or to reduce FTE or pursue other problem solving options, the Principal or Director will identify staff that have already been involuntarily transferred within the past three (3) years or staff on plans of improvement or in intensive coaching. Those identified staff will remain at their current work site.
3. After steps 1 and 2, the least senior teacher at the school or program as decided by the District in the introductory paragraph above will be involuntarily transferred. In the event there are multiple volunteers, the most senior employees will select first, and the parties will work down the seniority list. Should there be a tie in seniority based on their start date at the District, the parties shall draw lots to break the tie.

Bargaining unit members being involuntarily transferred will be informed by the appropriate District Director of vacancies known at the time the transfer decision is made or as soon thereafter as reasonably possible. If reasonably possible, the bargaining unit member will be able to indicate a preference and will be permitted to visit the receiving Principal prior to the transfer.

E. Teacher Assignment Changes If there is a need to reassign staff within a building, whenever possible volunteers will be sought first. Bargaining unit members who are asked by the District to change teaching assignments or grade level will be provided three (3) days of additional pay and/or three (3) days of substitute time if needed to prepare. The bargaining unit member shall work collaboratively with the building principal, or the principal's designee, to develop the work plan (number of days and how they are to be used).

- F.** Bargaining unit members required to pack classrooms for periods of construction and moving will be paid their daily rate of pay for up to eight (8) hours of packing and eight (8) hours of unpacking.
- Return from Administrative Assignment**

Any bargaining unit member who is transferred to an administrative or executive position outside the bargaining unit and who returns within one (1) year to bargaining unit member status will retain all benefits and salary schedule placement.