

Article 17

TRANSFERS AND ASSIGNMENT

General 17.1

- ▶ All transfers of teachers shall be made in accordance with the provisions of this Article through the coordination of the Human Resources Office, principals of the school and administrators in charge of special programs.

Definitions: 17.2

- ▶ Transfer
- ▶ Voluntary transfer
- ▶ Involuntary Transfer
- ▶ Assignment



17.2.5 Life Level

A life level is one of the following:

- a. Preschool;
- b. Transitional Kindergarten;
- c. Traditional Kindergarten;
- d. Primary (grades 1-3);
- e. Intermediate (grades 4-8 non-departmentalized settings);
- f. Secondary within the same department (departmentalized settings)



17.2.6 Special Positions and Temporary Teachers



17.2.8 Order of Seniority

Whenever bargaining unit members are referred to as making selections (or are themselves selected) on a “by seniority” basis, the sequence shall be by:

- District seniority (highest first)
- Cumulative District seniority (highest first): Tiebreakers on District seniority shall be resolved by employee’s total contracted time in certificated-unit employment in the District, including contracted time preceding any break in service but excluding the break itself
- Cumulative teaching experience (highest first): Tiebreakers on cumulative District seniority shall be resolved by years of acknowledged teaching experience per steps-placement on the salary schedule
- Any remaining ties resolved by the drawing of lots

17.3 Transfer Criteria for Pass Over Process

An administrator has the discretion to apply the following criteria, as defined below, to pass over a teacher and instead designate the next teacher for transfer:

17.3.1 Special Programs

Any person who, by reason of particular credential or special training, and whose transfer would impair, disrupt or minimize the effectiveness of the special program, shall not be subject to transfer.

17.4 Voluntary Transfers

17.4.1 Eligible Teachers

Probationary and permanent teachers may apply for a voluntary transfer using the procedures in this article.

17.4.2 Ineligible Teachers

Any teacher receiving one (1) final unsatisfactory performance evaluation shall be denied the voluntary transfer provision as outlined in this Agreement absent special circumstances as determined by the Assistant Superintendent of Human Resources after consultation with STA and teacher in the subsequent year.

Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

Once a teacher secures a position through any form of voluntary transfer, that teacher shall be ineligible to apply for any other position until the subsequent school year has begun.

17.4.3 Notice

Notices of all vacancies shall be initially posted in January, beginning within two (2) weeks following the conclusion of winter break. A request for transfer does not require the endorsement of the principal with whom the teacher is working. If a teacher is not selected for a vacancy, (s)he shall, upon written request, receive a written explanation.

Notices of vacancies shall be posted on the District website, EdJoin, or both (with posting practices applied consistently across all posted vacancies for the year) After the initial January posting, notices shall be posted as soon as the District determines that a vacancy exists.

Vacancies for voluntary transfers and for out-of-District applicants shall be advertised concurrently.

To apply for any posted position, eligible teachers must email the posting's designee. Internal candidates who email the posting's designee within the first two (2) business days after the posting and interview at a site-offered time shall be decided upon before out- of District applicants are interviewed. For interviews occurring during the applicant's work day, the District shall provide the teacher with release time to attend the interview. However, for the initial January posting, the above period shall be five (5) business days, rather than two (2). After the last STA teacher contracted work day of the school year, the above period no longer applies.

Transfer postings will close as of the last STA teacher work day of the school year. Unit member requests for internal transfers will be honored when sent before the close as of the last contracted teacher work day of the school year. Internal transfer requests sent after this last day will not be processed.

17.4.4 Selection

Voluntary transfer requests that aid in a reduction/rebalancing situation shall be given priority consideration.

For each interview and select position, selection shall be made by a site committee consisting of two (2) teachers, two (2) parents, and the site administrator. One (1) teacher shall be selected by the site bargaining unit members. The other teacher shall be selected by the site administrator.

The site committee has the right to reject all applicants. A written justification shall be provided to the Human Resources Office if any applicant is rejected. In the event that the site committee does not select a voluntary transfer, the position shall remain posted until filled.

Participation in an interview and select process shall constitute acceptance of the position, if offered. If an applicant declines to interview for a position, the applicant shall forfeit the right to interview for that position (at that site) for the remainder of the school year.

17.4.5 The teacher may challenge the showing of good and sufficient reasons by recourse to the grievance procedure in this Agreement.

17.4.6 Voluntary Seniority Transfer

17.4.6.1 Timing and Notifications

During the second week of July of each year: there shall be a voluntary seniority transfer event conducted virtually via remote access for bargaining unit members. The week of this event shall not be altered except to comply with law, or by mutual consent of the District and the Association.

No later than fourteen (14) calendar days before the last contracted teacher work day of that school year: the intended time(s) and location of this event shall be distributed to the Association and all unit members along with how and when to register for the event.

As soon as mutually practicable each school year, the seniority transfer event of the next upcoming summer shall be explained in a joint Association-District communique sent through District email to all bargaining unit members.

17.4.6.2 Eligibility and Selection

The seniority transfer event shall only be open to teachers who were eligible for voluntary transfer during the current year but did not transfer. Each teacher attending shall have the right to choose from the current list of vacancies for which the teacher is qualified. The order of teachers making selections shall follow order of seniority per 17.2.8.

All bargaining unit vacancies shall be incorporated into the seniority transfer except for the following:

- special positions (per 17.2.6)
- dependent charter school positions involving special hiring protocols (in accordance with past practice)
- positions (mutually pre-identified by the District and Association) that include special programmatic expectations

During the event, vacancies created through teacher selection (excluding the exceptions listed above) may be added to the list of vacancies from which subsequent teachers can select. Such additions shall be at District discretion.

Any teacher attending this event shall only be allowed to make one transfer selection during the event: and any such selection is irrevocable. Registered teachers who decline selection or attendance shall retain their current position.

17.5 Involuntary Transfers (Rebalancing)

A teacher may be involuntarily transferred for good and sufficient reason. The District shall request a volunteer prior to imposing an involuntary transfer. The teacher of the lowest Seniority (per 17.2.8) within the same life level shall be designated for the involuntary transfer, unless the least senior teacher is protected by application of the transfer criteria by the site administrator (see Section 17.3). In such case, the next least senior teacher shall be designated. When the transferred teacher is placed at another site, the pass-over criteria in Section 17.3 shall not be applied to the teacher at that new site.

In rebalancing, eligible qualified volunteers retain the same protections (per this section) as apply to those who are involuntarily transferred. However, any employee barred from voluntary transfer is likewise barred from volunteering in a rebalancing situation. If there are ever more volunteers than needed for rebalancing, the same order of seniority shall apply as in 17.5.3.

17.5.1 Teachers being involuntarily transferred for the subsequent school year shall be notified by the end of the current school year, or as soon thereafter as possible. Involuntary transfer shall take place only after a meeting between the teacher and the principal, if such meeting is requested by the teacher. The teacher shall have the right to representation at the meeting and be notified of the reason for the transfer.

17.5.2 The teacher being transferred shall have the right to choose from the current list of known vacancies for which the teacher is qualified. Teachers transferred after the beginning of the school year shall be given ten (10) working days notice before the actual transfer occurs to the extent feasible. Transfers should be scheduled to minimize the disruption of the educational process. A teacher transferred after the school year begins shall be granted two (2) day's-release time to make the transfer, if the transfer occurs when school is in session.

17.5.3 The order of teachers making selections shall follow order of seniority per 17.2.8.

17.5.4 Any teacher involuntarily transferred shall not be involuntarily transferred again in the subsequent twenty-four (24) month period.

17.5.5 If a transfer of a teacher in a department or location is required and there are no qualified volunteers, the responsible administrator shall determine which department/teacher shall be reduced/transferred based on the transfer criteria in Section 17.3.

17.5.5.1 Membership in a secondary department shall be determined by the majority of assignments within the past two (2) years and/or if this is not conclusive, within the past three (3) years. Seniority (per 17.2.8) among those teachers in the department at the location being reduced shall prevail unless the school department conditions listed in Section 17.3 are adversely affected by such transfer.

17.5.5.2 Reassignment to vacancies within the school for which the teacher is qualified by credentialing and/or major or minor shall be considered before the teacher is transferred.

17.5.5.3 If the teacher to be transferred has taught in two (2) departments, that teacher's Seniority (per 17.2.8) among those teachers in the minority department should be considered for the purpose of reassignment to a vacancy in his/her major/minor area at the school site before the transfer is made.

17.5.6 Involuntary Transfer Pass-Over Provision

The site administrator may pass over the least senior teacher based on the transfer criteria in Section 17.3. The second least senior teacher then is selected for involuntary transfer. This option may be exercised by the administrator for good and sufficient reason. When this option is exercised, the least senior teacher may inquire as to the reasons for the use of the option, which shall be provided in writing. The teacher may challenge the showing of good and sufficient reasons by recourse of the grievance process.

17.5.7 Exclusions

Any teacher who is involuntarily transferred shall have a priority right to return to the former work site and position, if it becomes available, for a period of twelve (12) months from the date of involuntary transfer.

17.6 Special Positions (Historically Specially Funded Positions)

Special positions are positions required for the staffing of particular programs or projects, (see 17.2.6) and which, during periods of categorical funding, were not typically funded from the general fund. Special positions terminate upon the expiration of the funding and or the program or project. Any teacher may volunteer to serve in a special program or project for which the teacher is qualified. Selection of a teacher for a special position is at the sole discretion of the District. Placement in any such position shall be assigned on a year-to-year basis, or as determined by the District, with such time basis included in the position's posting.

17.6 Special Positions (Historically Specially Funded Positions)

17.6.1

Teachers that accept a special assignment will be replaced by a temporary contract teacher for the remainder of the year

17.6.2


After the end of the first school year of the assignment and upon termination of the specially funded assignment the teacher as a right to return to his/her former work placement unless:

a: No vacancy exists and/or no temporary contract employees are employed at that location.

b. The teacher requests and is qualified to accept another assignment. A reasonable effort shall be made to place the teacher in an assignment for which he/she is qualified by training and experience and which is similar to the former assignment.

Assignments 17.7





17.7.1 Each teacher shall receive his/her assignment in writing from the site administrator no later than the last teacher contracted work day. A change in assignment after the last school day shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.

17.7.2 In the event a change in assignment is contemplated after the last teacher contracted day of the school year, the teacher shall be notified and a meeting with the Assistant Superintendent of Human Resources or designee held, if requested by the teacher, before the change in assignment becomes final. The District is required to make a good-faith effort to find other solutions if the teacher objects to the contemplated change.

17.7.3 Limitations

a. The assignment for each secondary teacher (including extended-term substitute teachers) must not consist of more than three (3) different course-preps. For this provision to be waived by any teacher, the following must occur:

- The teacher has already reached permanent status;
- The teacher is provided with a “More Than Three Course-Preps Waiver” (see Appendix H);
- The teacher voluntarily completes and signs the waiver, with signed copies provided immediately to the Association and the Asst Supt of Human Resources or designee;
- Neither the District nor the Association object to the exception.

b. No secondary teacher may be required to make more than three (3) room changes per day.

17.8 Temporary Teachers/New Teachers

17.8.1 Temporary teachers will be given re-employment rights in accordance with the Education Code.

17.8.2 The number of temporary teachers shall not exceed the number of unit members on leave of absence, except as permitted by the Education Code. The District shall identify and provide the Association with the rationale for hiring and designating a teacher as "temporary" for more than one (1) year in succession.

17.8.3 Each newly hired elementary teacher shall be assigned to the same site at the same grade level for the first three (3) years of employment with Stockton Unified School District, absent special circumstances unanimously determined among the Assistant Superintendent of Human Resources, Stockton Teachers Association, and the teacher.

An example of such special circumstances could include (if agreed to by all three parties), but is not limited to, the teacher having entered the District with two or more years of experience and already feels a new position may be more suitable. Another example could be that a site reduction/collapse of a class would inherently rebalance a new teacher to another site, but all three parties concur that the teacher is best-fit to remain at their current site by taking a different assignment that happens to be vacant. Article 17.8.3 (newly hired teachers) does not supersede contract provisions concerning rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

17.10 Movement Between Adult, Preschool and TK-12 Programs

17.10.1 A full-time or half-time adult education teacher (i.e., one working twenty 20 or more hours per five day week) may move to the regular program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. A TK-12 teacher may move to the adult education program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. The above shall likewise be practice for teachers moving from preschool to (or from) adult education or TK-12.

17.10.2 A teacher moving between programs under paragraph 17.10.1 shall be credited with experience gained in either the TK-12, preschool, or the adult education program in making the appropriate placement on the salary schedule of the program to which he/she is moving.

17.10.3 The date of first paid service for teachers moving between TK-12, preschool and Adult Education Program shall be defined as provided by Education Code.

17.11 Transfer Request for Probationary Teacher

A first-year probationary teacher may request a transfer during the school year for the remainder of that school year. The Assistant Superintendent of Human Resources, or designee, a representative of the Association, and the teacher shall meet to consider whether a transfer may be appropriate. A transfer for this purpose shall only be by mutual agreement of the District and the Association.

In addition, the Association and the District must make a determination that an acceptable position is available and that the transfer shall not adversely affect the pupils at either site. If retained, the teacher may remain in that position for the subsequent school year if the position is available. This is a voluntary procedure and is not a condition to any subsequent personnel action.

17.12 Mutual Agreement Transfer

17.12.1 Defined

A “Mutual Agreement Transfer” is defined as a transfer authorized simultaneously by a teacher, Human Resources, and the Association.

17.12.2 Process

Any of the three (3) parties above may email the other two (2) parties to consider meeting to consult about using this provision. Human Resources shall present vacancy options (whether one or more) for the teacher to select from.

This form of transfer may move the teacher at either of two (2) times;

- A. Effective immediately or at any time before the end of the school year. Between assignments, the teacher shall have two (2) school days released from assigned duty by the District.
- B. Effective as of the next school year. If this option is chosen, the release days described in (A) shall not apply.

Such transfer shall be finalized only if all three (3) parties have agreed, in writing, upon both the teacher’s new position and upon timing options (A) or (B).

If transferred using this section’s provision, a teacher shall be ineligible, for the remainder of the school year of teaching in their new position, for any form of transfer. The teacher also shall not be permitted any form of transfer back to their initial site for at least two (2) school years unless the Association and Human Resources agree that the circumstances necessitating the original use of this provision have ceased or become irrelevant.

17.13 Exchange Transfers

17.13.1

Defined An exchange transfer is defined as two (2) or more unit members and their respective supervisors agreeing, in writing, to an exchange of the unit members' respective positions. Arrangements may be undertaken at any time, but shall not take effect until the start of the next school year.

17.13.2 Timelines and Authorization

Unit members may approach one another directly to explore potential exchange transfers. When unit members discover a potential exchange match, they shall each contact each of the immediate supervisors to indicate their intentions.

The exchange's positions shall be agreed to in advance, in writing, by all unit members involved and their current supervisors. Any subsequent impact to either position shall occur though each unit member already fully occupies the new position.

Once mutually agreed in writing, an Exchange Transfer Agreement may only be nullified by mutual agreement among all participating teachers and supervisors.