

ARTICLE 4: TRANSFERS

4.100 Definition

4.110 Transfer

A transfer is a change in school or work site but within a position classification in a field covered by the unit member's credentials. All transfers shall be made for just cause.

4.120 Seniority

For the purpose of this transfer section, the term seniority shall be defined as the first date of paid service as defined by the Education Code for lay off purposes. The District shall maintain a current seniority list.

4.130 For purposes of this section, any administrative person who is reassigned to a unit position shall have equal rights and opportunities for transfer under these provisions when being reassigned into the bargaining unit.

4.200 Voluntary Transfer Requests

4.210 A listing of all certificated vacancies including special requirements for that vacancy as established at the school site or department for which the District will be interviewing, shall be posted on the District Website. Available positions will remain posted until their close dates. Sites or departments will post signs indicating the District Website Internet address in a prominent location accessible to staff.

4.220 Said posting(s) shall specify a reasonable deadline date for filing requests for transfer and such vacancies shall not be filled prior to the expiration of the aforesaid deadline date.

4.230 Unit members shall be permitted to request transfers to any position within their classification and credential. Voluntary transfers to vacancies shall be made on the following basis:

4.231 The educational welfare of pupils.

4.232 The qualifications of the staff member as compared to the requirements of the position.

4.233 When the qualifications set forth in the vacancy posting are deemed equal, then seniority, as defined above, shall be used to break ties.

4.234 A record shall be maintained which would demonstrate the basis for making a selection of the employee(s) filling vacancy(s). Such record shall be maintained for a period of 25 days following the filling of the position.

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- 4.240 Permanent unit members may request a voluntary transfer to a specific posted vacancy within the posted time limit on the vacancy notice. Transfer requests must be on District forms.
- 4.241 The request shall be valid until the posted position is filled or not needed.
- 4.242 Transfer forms shall be made available at the District Office, the Human Resources Division, or from the on site administrator’s office.
- 4.243 The transfer request shall bear the signature of the unit member’s present administrator. Such signature is an acknowledgment only that the administrator has been informed of the unit member’s desire for transfer consideration.
- 4.244 The unit member shall receive a signed and dated copy of the transfer request.
- 4.245 Transfer requests may be withdrawn by the unit member at any time.
- 4.246 Voluntary transfers shall not be made later than the tenth (10) day of student attendance following the first (1) day of classes of the applicable school term without the mutual consent of the unit member and the district. This provision shall apply equally to unit members in both the traditional and year-round programs. Unit members in the year-round program shall not be denied the right to voluntarily transfer into the traditional program after the start of year-round calendar, as long as they have complied with the provisions of this Article.
- 4.247 Unit members who have submitted transfer requests for two (2) consecutive years, and have not obtained a transfer, may request an individual conference with the Superintendent or designee and receive reasons why a specific transfer, for which the applicant interviewed, has been denied. The unit member may have an Association representative present.
- 4.248 Permanent unit members assigned to middle schools will receive first preference for any vacancies which occur during mid-year at the senior high school level.
- 4.249 Permanent unit members applying for transfer who have the appropriate credential will be given an interview.

4.300 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved site and Human Resources administrators and the exchange unit members. At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the exchanged unit members.

4.400 Involuntary Transfers

4.410 No unit members shall be involuntarily transferred if another unit member at that work location volunteers and is subsequently transferred. Should a vacancy occur at the same work location for which the unit member to be involuntarily transferred is qualified, no involuntary transfer shall be made.

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- 4.420 Involuntary transfers may be made for the following purposes: the balancing of certificated staff of the District or a school by considering the necessity of factors such as experience, race, ethnic background, sex, and age; a change of enrollment necessitating addition, transfer or deletion of staff; and the improved efficiency of the District. The District will not involuntarily transfer a unit member in an arbitrary or capricious manner, or without a reasonable basis in fact.
- 4.430 When selecting unit members to be involuntarily transferred, the selection by the District shall be based upon:
- 4.431 The purposes as stated in 4.420;
- 4.432 The unit member’s area of competence, including experience in the subject area, credential, major and minor area of study, and the qualifications of the staff member as compared to the requirements of the position.
- 4.433 When the above are equal when applied to two (2) or more potential transferees, then the deciding factor shall be seniority in the District.
- 4.440 The building administrator shall utilize the following criteria when identifying unit members for potential involuntary transfer:

Step 1:

The principal/supervisor shall identify the grade/department to be reduced. The principal/ supervisor shall make a written request of all unit members, through the daily bulletin, asking if they would volunteer to be involuntarily transferred. If there are volunteers, they shall be transferred.

Step 2:

If there are no volunteers, the principal/supervisor shall determine which person in the grade/department to be reduced has least seniority in Orange Unified School District.

Step 3:

The unit member identified above shall be transferred unless he/she has experience in the District in another grade/department. He/she can “bump” a person with less seniority. This process can be repeated several times.

Step 4:

Involuntary transfers shall be determined by the foregoing steps, except, if a principal/supervisor designates yearbook, school newspaper, activities director, coach of an athletic team, pep squad, and the following specialized instructional programs for which additional related training was completed:

- a. International Baccalaureate
- b. Advanced Placement/Honors

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- c. Academy
- d. Computers/Technology
- e. English Learners

If this selection alters the process outlined above, then these steps shall be followed:

- a. First, no more than three (3) unit members teaching in the same grade or department, which is designated to be subject to involuntary transfer, may be declared to provide a unique service. When a unit member, who provides the unique service is designated for transfer by step 2 above, then the following steps (b-d) shall apply:
- b. Every unit member at the site affected would receive a written notice through the daily bulletin asking if they would like to perform the designated unique service.
- c. If, there is a qualified* volunteer, then the volunteer shall perform the unique service and the least senior employee as determined by Step 2 above shall be transferred.
- d. If no volunteer can be found, then the more senior employee not designated to provide the unique service shall be transferred.

*A qualified volunteer is one who has or can demonstrate competence for the position or who has requisite paper certification or confirmation of an ability to perform the service.

4.450 If an involuntary transfer is deemed necessary, the unit member designated for transfer shall be given a choice of all open positions in the District which qualify under the criteria in 4.430 above. The unit member may request the positions, in order of preference, to which the unit member desires to be transferred.

4.451 Unit members who are involuntarily transferred for any reason outlined in this Agreement and, once having selected a building assignment at the new location, shall not have their teaching assignment altered in any manner during the first school year following said involuntary transfer, unless requested by the unit member or, unless it is administratively impossible to maintain the position as selected.

4.452 If the building administrator/ supervisor of a building deems it necessary to alter the selected assignment, the District shall send written notification to the affected member and the Association as soon as possible, outlining the need to make the change. No change shall be made until the affected member and his/her representative has had the opportunity to meet and discuss the necessity for the change.

4.453 The unit member or the Association must contact the supervisor within ten (10) days following the date of the notification outlined in 4.452 and no later than

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five (5) days before the opening of school. The notice shall be mailed in a timely manner to allow a reasonable time for the unit member and/or Association to respond.

- 4.460 A unit member subject to an involuntary transfer may request a meeting with the Superintendent or designee(s) and the immediate supervisor at which time the unit member shall be notified in writing of the reasons for said transfer. The unit member shall be given an opportunity to discuss alternate methods for meeting the needs of the District. The unit member may have an Association representative present at such meeting.
- 4.470 The District shall place a form letter in the personnel file of the involuntarily transferred unit member stating the reasons for the transfer and that the transfer in no way is intended to suggest or imply unsatisfactory performance of that unit member. A signed copy of that letter shall be given to the unit member.
- 4.480 Upon written request, a unit member affected by an involuntary transfer shall have the first right to return to the position from which he/she was transferred, should such a vacancy exist.
- 4.481 Said right shall not exist beyond the school year subsequent to the year in which the involuntary transfer took place.
- 4.482 Should the unit member still desire to be returned to the previous position, the written request shall be reviewed and first consideration shall be given to the transferee.
- 4.483 “Position” in 4.480 herein, is to mean school or work location.
- 4.484 Unit members shall not be involuntarily transferred in two (2) consecutive school years.
- 4.490 a. Teachers who are involuntarily transferred shall be eligible upon request for up to 12 hours at the miscellaneous hourly rate to effect the transfer.
- b. Unit members, who are involuntarily transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.
- c. When an involuntary transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.
- d. Unit members who are involuntarily reassigned to a different classroom within the same school/worksite during the school year shall be granted, upon request, two (2) days release time to effect the change. The District shall provide

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assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.)

e. Change of Assignment during the School Year

Unit members who are involuntarily reassigned to a different classroom, different teaching assignment, or whose student assignment undergoes a significant change (i.e.: 30% or more of class composition is new to the teacher) at the same school/worksites during the school year shall be granted, upon request, two (2) days release time to effect the change. The unit member may be given 12 hours at the miscellaneous hourly rate to effect the change in lieu of the two (2) days release time. The District shall provide assistance from non-teacher personnel for packing and transporting of the materials of the unit member, equipment, books and supplies. The use of such time shall be arranged with the building principal.

4.500 Administrative Transfer

4.510 A transfer may be made by the District for any of the following reasons:

4.511 To provide opportunity to evaluate a unit member in a different school or location subsequent to an overall unsatisfactory evaluation;

4.512 To improve learning conditions;

4.513 To enhance betterment of the school/District.

4.520 Unit members, who are administratively transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.530 When an administrative transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.

4.540 Unit members transferred by the administrative transfer provision of this contract may request, and shall receive, a written statement containing the basis for transfer. Unit members may request, and shall be granted, a meeting with the Superintendent or designee to discuss the proposed transfer.

The unit member shall be permitted to have an Association representative present.

4.600 Involuntary Transfer/Paycheck Schedule

The District shall make every effort to see that unit members who are involuntarily transferred from the Year-Round Program to the Traditional Program, or vice-versa, due to an involuntary transfer pursuant to the provisions of Articles 4.400, 4.500 or 4.700, do not suffer an

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interruption of the scheduled receipt of paychecks different from that which would have occurred had the involuntary transfer not taken place. If it appears there will be an interruption due to processing requirements or problems with the County Department of Education, the District shall attempt to provide a paycheck from its accounts to prevent the interruption.

4.700 Layoff and Reassignment

4.710 Reassignment

4.711 For purposes of this provision, “reassignment” shall be defined as a change to a different program and/or a movement from one work site to another work site which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated unit members with seniority greater than those being laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District’s obligation to reassign pursuant to the Education Code.

4.712 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment; and in addition, upon request, will be entitled to a conference with the Superintendent or designee regarding the reassignment, at which time the unit member will be provided with the reason(s) for the reassignment and with the opportunity to discuss such.

4.720 Reassignment Due to Program Reduction/ Elimination

Unit members who are serving in a position of counselor, media specialist, psychologist, elementary music teacher, or school nurse, shall be reassigned to a teaching position should a reduction in any of these positions be required pursuant to provisions of the Education Code. Should a reduction be required, unit members, serving in any of the positions listed in this provision, shall be reassigned to teaching positions, with the least senior unit member (see below) within the area to be reduced being reassigned first. Unit members so reassigned shall be maintained on a list for two school years for possible recall to the position they previously held, in inverse order of their reassignment, should a vacancy occur or a newly created position be established in their former area of service. In accordance with provisions in the Education Code, it is understood that if there is to be a District-wide layoff in conjunction with program or position reduction(s) that temporary unit members shall be laid off prior to any layoff of probationary or permanent unit members.

The term “seniority,” as used within this provision (i.e. based upon service within a position), only applies to this provision (4.720) and then, only applies to effect the reassignment out of the positions listed herein and to guarantee the recall rights of unit members to those positions previously held prior to position reduction. In all other provisions of this agreement and by all other understandings and agreements of the parties established by past practice, the term “seniority” shall mean seniority within the District, as described in Article 4.120.

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4.730 Layoff

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

4.800 School Closure Transfers

4.810 The District shall provide supplies for moving materials and will provide assistance from non-teaching personnel for packing and transporting materials per section 4.490 of the agreement.

4.820 The above services shall be provided at both the closed school and the receiving school.

4.830 Unit members from the closed school shall be given up to 12 hours at the miscellaneous hourly rate to effect the move and relocation of supplies and materials. The use of such time shall be arranged with the building principals. The unit member shall be responsible for the supervision of the packing, labeling and, when appropriate, unpacking of all items in their classroom which are to be transferred to the receiving site.

4.840 Unit members at the receiving site shall be given up to 12 hours of time at the miscellaneous hourly rate to effect room relocation. Use of such time to be arranged with the building principal.

4.850 The District Department Chair, the School Department Chair and the Categorical Manager if appropriate, shall be responsible for supervising the distribution of equipment and supplies.

4.860 The District Department Chair shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the Director of Instruction.

4.870 The District will request parents at the closed school to designate their school of attendance for the coming school year by no later than May 15th. District staff will develop class lists as usual for the coming school year.

4.880 Involuntary transfers of unit members will be identified by the existing schools per Section 4.400 of the agreement during this school year.

4.890 In the event a unit member from the closed school does not wish to be involuntarily transferred to the receiving school, they may volunteer to be involuntarily transferred and will participate in the involuntary transfer site selection pool.

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4.900 School Closure Transfer/Stipended Positions

- 4.910 The School Department Chair at the closed school and the receiving school(s) shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the building principal.
- 4.920 In the case of school closures, principals at schools receiving the faculty from closed school sites shall determine which unit members shall be appointed to stipend positions including department chairs and coaching positions. Selection of stipend positions for unit members shall be in direct proportion to the percentage of new students being brought into the school site as a result of school closure. This percentage guarantee shall exist for one year only. In the event there is only one applicant for a stipend position, the individual who has applied shall receive the position. Further, the principal's selection of stipend head coaching positions shall be made in a similar manner. Unit members at the school site shall receive priority consideration for stipend positions. No walk-on coaches shall fill positions if there is an on-site unit member who wants to fill the position.
- 4.930 Any candidate not selected for a stipend position may request an individual conference with the Superintendent or his/her designee and receive specific reasons, in writing, why he/she was not selected for the stipend position. The unit member may have an Association representative present. If a candidate who was denied a stipend appointment believes the denial was arbitrary or capricious, that candidate may file a grievance at Level II of the grievance procedure.

A candidate not receiving an appointment shall have first opportunity at extra pay positions for the school year immediately following the school's closure.

4.1000 Staff/Program Relocation Transfer

Unit members who are transferred due to program relocation shall receive up to sixteen (16) hours at miscellaneous hourly rate to effect the move and relocation of supplies and materials. Further, each unit member so transferred shall receive the assistance of non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.1100 School District Restructuring/Reorganization Transfers

The District and the Association will negotiate the impact on the mandatory subjects of bargaining of any school district restructuring or reorganization concurrent with the implementation of any restructuring and/or reorganization.