

Deer Park EA

Proposal #1 - Reassignments, Vacancies, and Involuntary Transfers

Section 4 – Reassignments, Vacancies, and Involuntary Transfers

The District and the Association agree that teachers should be assigned to teach the subjects, grades, classes, within their teaching certificates and/or fields of study or specialty qualifications.

Employees being reassigned or transferred will be notified as soon as the reassignment has been determined or May 30th or whichever comes first, except when a reassignment or transfer become necessary after that date because of unforeseen circumstances in which case the teacher shall be notified without delay. Special services members who could be itinerant are considered district employees and not building employees for the purpose of this section. (2009)

Reassignments (2015)

Reassignments will be defined as movement within the site under the same administrator.

Each spring, site administrators will ask Association members for written input regarding their assignment preferences using the Assignment Input Form (Appendix K). (2012)

1. When there is an open position it will first be announced via email within a building. Those in-building continuing contract employees whose contract is equivalent in FTE to the open position need to express their interest in writing to the site administrator. (2013)

2. An employee is eligible to request in-building reassignment if he/she possesses the necessary certification and Highly Qualified status for the position, is not on provisional status, and has received an overall "proficient" on his/her last evaluation

3. If more than one eligible employee requests voluntary reassignment, the individual with the most District seniority will be granted the reassignment. If the applicants have equal District seniority, the reassignment will be granted to the person with the greatest Washington State seniority.

~~4. Reassignment into the following positions is restricted and is not subject to the voluntary reassignment provisions and seniority as stated above.~~

~~Teacher on Special Assignment (TOSA)~~

~~Instructional Support Specialist
School Counselors
Technology Specialists~~

~~Employees may apply for these positions using the "Vacancies" provisions below.~~

~~Vacancies~~

~~Vacancy is defined as an opening or new position that was not filled through the reassignment process.~~

~~To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:~~

~~All posted vacancy and new position notices shall clearly set forth the qualifications for the position and the procedures for applying. Postings of vacancies and new positions shall be published in-district through a written notice in each building for five (5) working days. Current qualified bargaining unit employees shall be interviewed if they apply for the position. No assignment to fill the vacancy shall be made until after the closing date.~~

~~If no in-district candidate is placed in the position, the announcement will then be posted for out-of-district hires.~~

~~In filling vacancies, the District will give preference to qualified district employees on the basis of the requirements listed on the job announcement. Such qualification shall be limited to:~~

- ~~1. Possession of required certification, endorsements or specialized instructional skills~~
- ~~2. Training or experience at the level, subject matter or specialization of the open position and~~
- ~~3. Desired criteria for the position~~

~~As in Reassignments, if more than one eligible employee requests voluntary transfer, the individual with the most District seniority will be granted the transfer. If the applicants have equal District seniority, the transfer will be granted to the person with the greatest Washington State seniority.~~

~~1. When a position is open that has not been filled through reassignment, the position may be posted in-district and outside the District at the same time. Those employees who are on a one-year contract that has not yet expired, may apply at this time. The posting will be emailed to the Association President for posting on the Association website. Postings will be sent to each school and posted in a prominent designated area and posted on the district website. (2013)~~

~~All qualified in-district candidates will be offered an interview.~~

~~No one shall serve on a hiring team when a spouse, partner or family member is a candidate.~~

All unsuccessful applicants for a position may request a personal conference with the Superintendent to discuss the rationale as to why the reassignment or transfer was not granted.

~~The District reserves the right of assignment, therefore decisions regarding assignments and transfers shall not be subject to the Grievance Procedure. (2012)~~

Involuntary Transfers -

An Involuntary Transfer will be a transfer of an individual between buildings that an employee has not requested.

The District recognizes that the assignment and transfer of an employee directly affects the employee's satisfaction and effectiveness in the workplace. In the spirit of maintaining positions, involuntary transfers will take place prior to reassignments. The District will not involuntarily transfer employees for arbitrary and capricious reasons.

In the event that the Deer Park School District finds it necessary to involuntarily transfer certificated staff, then the following procedures will be used in the event of changes in enrollment/staffing needs:

1. When determining involuntary transfers, the District will give consideration to the employee's personal preference and qualifications in the areas of training and experience.
2. Certificated employees will not generally be assigned to areas; outside the employee's certificated/endorsed area(s); areas in which they are required to obtain emergency certification; or, areas in which the employee has less than two (2) years teaching experience. The number of years since teaching in the assigned area, the number of times the individual has been recently transferred, and the seniority within the district will all be considerations.
3. Written communication from the Superintendent or designee will inform the Association President prior to notification of the affected staff member.
4. Prior to implementing an involuntary transfer, the Superintendent or designee will discuss the transfer and rationale with affected employee(s) and will consider the employee's concerns. Affected employee(s) will have the opportunity to present options and alternatives.
5. Except in an emergency, such notice will be given as early as possible but not later than the last regularly scheduled school day.

6. Employees will be provided reasonable assistance in facilitating the move. This assistance may include up to two days per diem pay or three days of substitute coverage at the teacher's discretion.

7. Employees who have been involuntarily transferred will not be evaluated unsatisfactory in the areas of "Knowledge of Subject Matter" or "Professional Preparation and Scholarship" during the first year of their involuntary transfer.

8. An administrator will meet with the individual being involuntarily transferred in order to develop an instructional support plan that may include but is not limited to mentoring, classroom observations, and meetings with department members.

9. Employees involuntarily transferred will be given priority to return to a similar position at the previous site for three years. Refusal to return when an opening occurs terminates the employee's right to return to the previous position. If the performance of an employee is the cause of transfer from one building to another, the employee shall be notified of those concerns by his/her immediate supervisor as a regular part of the annual evaluation cycle. The employee shall have been provided a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical. In such cases only the following provisions of this article apply: three, four, five and eight .

In extenuating circumstances, for example legal issues between staff members or relationship causing disruption to the workplace, the Superintendent and the Association President will meet to discuss transfer options. In such cases only the following provisions of this article apply: three, four, five and eight.

If the Superintendent becomes aware of an intimate, romantic, or dating relationship between a supervisor and a subordinate employee, the Superintendent may require an involuntary transfer. (2012)

~~The District will continue to have the exclusive right to transfer programs and appropriate staff as necessary for the benefit of the educational program. (2011)~~