

2013-2014 CONTRACT NEGOTIATIONS  
NOVEMBER 14, 2013

DUTA is looking forward to resuming negotiations regarding the 2013-2014 contract with the District on November 14, 2013. To review where negotiations ended on May 16, 2013, DUTA has prepared the following:

DUTA and the District agreed to non-substantive language changes in Articles 2, 3, 5, 6, 7, 9, 11, 13, 14, 15, 17, 18, 19, 20, and 21.

DUTA and the District agreed to the following for Article 1:

ARTICLE 1  
AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral agreement ("Agreement") by and between the Governing Board of the Durham Unified School District ("Board") and the Durham Unified Teachers Association ("Association").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 to the Government Code ("act").
- 1.3 This Agreement shall remain in full force and in effect from July 1, 2013, through June 30, 2014.
- 1.4 All unit members in the district shall be emailed, to a district email account, an electronic copy, or provided a printed copy upon request, of the Agreement upon ratification.
- 1.5 All new unit members to the district shall be provided both a printed copy and emailed an electronic copy, to a district email account, of the current Agreement between the Board and the Association for the year in which they are first employed.
- 1.6 The Superintendent shall place, upon ratification, current copies of the Agreement in both the office and faculty room at each school site. Two copies will be given to the Association. A current dated copy of the Agreement will be available on the District website upon ratification.

DUTA and the District agreed to the following for Article 8 (The District stated incorrectly in its Response to DUTA Proposal from March 21, 2013 presented on May 16, 2013, that DUTA had agreed to new language for 8.10. This section of the contract is under grievance and awaiting arbitration, so it is excluded below) :

ARTICLE 8  
TEACHING HOURS

8.1 The regular school year for all unit members shall consist of a total of one hundred eighty three (183) work days of which one hundred eighty (180) are instructional days. Year one probationary and temporary teachers shall report to work two (2) days prior to other teachers at the beginning of each school year.

Two (2) days prior to the start of the school year and the last teacher work day shall be non-student work days for classroom preparation and administrative meeting time, (such as Department Head meetings, Department meetings, grade level meetings, and curriculum planning) and shall be kept to a minimum, not to exceed two (2) hours total for all unit members per work day.

All unit members shall be required to be present as assigned by the District on each work day during the regular school year, unless otherwise excused by their site administrator.

Any changes to this shall be negotiated and agreed upon by both DUTA and the District.

8.2

The professional work day will be seven (7) hours exclusive of the duty free lunch in paragraph 8.3, below. The member must arrive on site no less than fifteen (15) minutes prior to the member's first scheduled assignment and remain on the site no less than fifteen (15) minutes following the member's last scheduled assignment, excluding teachers with an assignment that includes first and last period classes. The member may otherwise set a regular daily schedule that best accommodates the member's individual needs. If the schedule requires leaving campus during the school day, the member will notify the school site administrator, or site secretary in the absence of the administrator, of his/her whereabouts and the estimated time he/she will return.

The member will schedule his/her seven (7) hour day as necessary to accommodate any IEP or SST meetings.

8.3 Unit members shall have a minimum of 30 consecutive minutes of duty-free lunch. The lunch schedule at all schools shall be a minimum of 40 minutes in length.

8.4 Unit members are expected to attend faculty meetings at each site. To help members plan, these meeting dates should be set at the beginning of the school year. The frequency of these regularly scheduled meetings shall not exceed one (1) per month. The

duration of these staff meetings shall not exceed ninety (90) minutes. Any changes to these regularly scheduled staff meetings should be done with 24 hours' notice.

A unit member shall be assigned to record minutes of the meeting and be responsible for distribution to faculty members after approval of the site administrator.

There may be occasions when emergency staff meetings may be necessary. Staff will be informed by administration as soon as possible. Consideration will be made for previously scheduled commitments.

8.5. No school schedule shall exceed seven (7) periods per day. Teachers will not be required to teach more than five (5) periods per day at the High School or six (6) periods per day at the Intermediate School. Individual periods shall be no shorter than 45 minutes and no longer than 55 minutes at all schools. This paragraph shall supersede in any conflict with Article 15, paragraphs 2 and 3 of this agreement. This may be extended by mutual agreement, and appropriate compensation on the salary schedule, between the unit member and administration provided the job vacancy language in Article 12.2 is utilized. The unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary; Unit members accepting an additional class assignment will be required to perform extra duties in the same manner as unit members not teaching additional classes. The number of duties will be prorated on the basis of the unit member's percentage of teaching time.

8.6 Durham Intermediate, Durham High and Mission High teachers shall have one continuous preparation period per day set aside exclusively for lesson preparation and planning that directly affects their classes.

8.7 Durham Elementary school teachers shall have no more than 30 hours of student classroom contact per week. This may be extended by mutual agreement, and appropriate compensation on the salary schedule, between the unit member and administration provided the job vacancy language in Article 12.2 is utilized. The unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary; Unit members accepting an additional class assignment will be required to perform extra duties in the same manner as unit members not teaching additional classes. The number of duties will be prorated on the basis of the unit member's percentage of teaching time.

8.8 The District will provide a minimum of 270 minutes of preparation time (in minimum 45 minute blocks) within two weeks for classroom teachers in grades 1-5. This time will be used for physical education, visual and performing arts (VAPA) or other programs agreed upon by the District and bargaining unit. Due to holidays and staff development days, this may vary occasionally. In the event of special programs, assemblies, and other reasons, the preparation time providers will supervise students and teachers will maintain their scheduled prep period.

8.9 Independent Study teachers' salary shall be based on the following workload:

<u>Number of Students</u>	<u>%</u>
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1, 2, 3, 4	10
5, 6	20
7, 8, 9	30
10, 11	40
12, 13, 14	50
15, 16, 17	60
18, 19	70
20, 21, 22	80
23, 24	90
25, 26, 27	100
28	110
28 is maximum load	

Every effort will be made to meet students during the regular teacher work day. Some flexibility on scheduling may exist to enhance the program at the discretion of the Independent Study lead teacher. The Independent Study lead teacher/principal will establish a work schedule and report to the Superintendent.

8.10 Language excluded for November 14 due to arbitration

8.11 Due to the necessity of conducting certain activities at the schools, there will be occasions that require a deviation from the daily schedule provision listed above in Articles 8.5, 8.6, 8.7 and 8.8. Examples of some of these activities include: rallies, assemblies, combined lunch activities, arena scheduling, standardized test administration, end of semester/year-end finals, etc. When it is necessary to alter the daily schedule, the school principal shall consult with the DUTA building representative and notify all staff in advance of the scheduled alteration.

8.12 A kindergarten class size reduction option II teacher shall be considered a 43% position with 100 daily minutes of student contact time and 80 daily minutes of prep time.

8.13 The cooperating teacher shall supervise a student teacher during the time the student teacher is instructing the class. The building administrator is to be notified if the cooperating teacher desires to leave the student teacher unsupervised for any reason.

8.14. A committee consisting of up to two (2) unit members from each site selected by DUTA will meet with administrators prior to June 1 to discuss bell schedules for the upcoming school year.

Comment [1]:  
3/19/13 7:40 PM  
Christy Patterson November 13, 2013  
5:59 AM  
TA 9/26/06

DUTA proposes the following changes for Article 10.

ARTICLE 10  
LEAVES

10.1 SICK LEAVE

Every full-time unit member shall be entitled to ten (10) days of paid sick leave each year of employment. Unit members that work less than full-time shall be entitled to sick leave prorated on the basis of the proportion the unit member works of a full-time assignment,

not to exceed ten days per year. (See Article XVII, Section 2)

- a. Unused sick leave shall accrue from school year to school year.
- b. The District shall furnish the employee's sick leave allotment credit if the employee requests such information.
- c. The administration may require a physician's verification of illness from a unit member if that unit member's absence shows a pattern of abuse.

## 10.2 DONATED CATASTROPHIC LEAVE

### 10.2.1 Eligibility

A unit member may request up to ten (10) days of donated catastrophic leave only after all other personal accumulated sick leave and other fully paid time-off have been exhausted. A request for donated catastrophic leave must be submitted within 60 days of the date of absence resulting in a docking of pay.

To qualify for such leave, the unit member shall have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that requires a unit member to care for an incapacitated member of the member's immediate family and taking extended time off work creates a financial hardship because he or she has exhausted all of his or her sick leave and other paid time off. A doctor's note verifying the incapacitating illness or injury shall be required.

For the purposes of this provision, a member of the unit member's family shall be limited to a spouse, child, mother, father, step-parents or step-children or an individual over which the unit member has legal guardianship.

### 10.2.2 Terms and Conditions

In the event a unit member exhausts his/her authorized leave from the catastrophic leave bank, the member or his/her designee may request additional donated catastrophic leave. A maximum of ten (10) days may be requested at a time. The unit member is encouraged to reapply for additional days when 50% of the donated catastrophic leave is exhausted.

- Donated catastrophic leave shall not exceed sixty-four (64) work days or the number of available days in the donated catastrophic leave bank, whichever is less, per injury or illness.

A unit member receiving donated catastrophic leave days shall reimburse the District an amount equal to the lesser of the substitute cost incurred or disability benefit received for a day on which the unit member also receives a disability benefit from a District-paid disability insurance policy. The reimbursed days will be reinstated to the donated catastrophic leave bank.

When multiple eligible requests are pending before the Donated Catastrophic Leave Committee at the same time, the committee will distribute the

available days evenly between the eligible requests.

Once the Donated Catastrophic Leave Committee has made a determination on an application to receive donated catastrophic leave, that determination is final. A unit member may reapply for additional benefits when necessary.

#### 10.2.3. Donations to the Donated Catastrophic Leave Bank

The Association may at any time during the school year solicit employees for donations to the DCL bank.

Donations to the DCL bank may be made under the following provisions:

- a. The unit member shall submit a request in writing to the DCL committee, on forms provided by and approved by the District, specifying the number of days to be donated. A notification of approval or denial of such a request will be provided to the unit member in writing after the DCL committee has met and reached a decision.
- b. An employee may donate to the DCL bank in whole or half-day increments providing that a minimum of fifteen (15) days of sick leave is retained in his/her personal sick leave account.
- c. The maximum number of days an employee can contribute per year pursuant to this section is ten (10).
- e. In the event that days donated to the DCL bank are not used, then those days will be retained in the DCL bank.

#### 10.2.4 Donated Catastrophic Leave Committee

Within five (5) school days of receipt of the Certificated Application to Receive Donated Catastrophic Leave Time by the Business Office, a DCL committee composed of three (3) Association members and the Superintendent or his/her designee, will meet and determine whether or not the employee's request shall be approved or denied.

- a. The DCL committee shall review the application and notify in writing the requesting unit member of its decision within ten (10) days of receipt of the application by the Business Office.
- b. If the request is approved, the DCL committee will submit the required forms to the District authorizing the transfer of a specified number of days from the DCL bank to the requesting unit member's sick leave account.
- c. The DCL bank will be reduced by one full day or one-half day, as

needed, for each day of DCL awarded to the requesting unit member.

d. If the DCL committee reasonably believes that the unit member may be eligible for another disability allowance or disability retirement under STRS or other district-paid disability insurance, the DCL committee may request that the applicant apply for such benefits.

e. If the request is denied, the DCL committee will notify the unit member or his/her designee in writing.

f. Upon the DCL committee receiving multiple approved requests, the DCL committee will distribute the available days evenly to the pending approved requests.

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of

any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District will provide the Association with 30 days' written notice of termination of this provision.

### 10.3 MATERNITY LEAVE

Employees are entitled to use sick leave as set forth in "1" of this article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the district management may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician mutually agreed upon by the unit member and the board representative and paid for by the district.

### 10.4 CHILD REARING/KIN CARE LEAVE

Any unit member shall be entitled to use five days of paid sick leave to care for his/her child, or the other parent of his/her child, if such care is determined necessary by a physician.

During any calendar year, unit members are entitled to use up to one-half of their annual

entitlement to sick leave described in this section to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of sick leave shall also apply to this section.

#### 10.5 BONDING LEAVE

Any new parent shall be entitled to use five days of paid sick leave for the purpose of caring for the needs of the new child. In addition, a unit member may request an additional 20 days. These 20 days will not be deducted from sick leave and the unit member will be paid his/her regular salary minus the cost of the substitute. The granting of the additional 20 days shall be subject to board approval.

#### 10.6 KIN CARE LEAVE (language moved to 10.4)

#### 10.7 FAMILY AND MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Unit members are entitled to leave consistent with the federal Family and Medical Leave Act and the California Family Rights Act.

#### 10.8 INDUSTRIAL ACCIDENT LEAVE

Unit members will be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provision of the Workman's Compensation Insurance Fund.

Such leave shall not exceed sixty (60) days during which the schools of the district are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the district any wage loss benefit check from the Workman's Compensation Insurance Fund or other source which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.



#### 10.9 PERSONAL NECESSITY LEAVE

Leave which is credited under Article 10.1 may be used for purposes of personal necessity provided that use of such personal necessity does not exceed seven (7) days in any school year. This leave is deducted from sick leave.

- A. For purposes of this provision, unit members may use up to seven (7) days of personal necessity leave for the following reasons:
1. impassable roads, cancelled or delayed flights, etc.;
  2. death of a member of the immediate family when additional leave is required beyond bereavement leave already provided for;
  3. accident involving the person or property of the unit member or a member of the immediate family;
  4. illness or care of an immediate family member (see also Article 10.6);
  5. appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena;
- B. For the purposes of this provision, employees may use up to three (3) days of personal necessity leave for the following reasons:
1. personal necessity not related to recreation, vacation, out of school employment or a "side business";
  2. other emergency reasons as approved by the site principal.
- C. Additional personal necessity leave may be granted by the Superintendent for unusual or extenuating circumstances. Such leave must be approved in advance and these days shall be deducted from sick leave.
- D. Nothing in this personal necessity leave section will restrict the District from denying personal necessity leave to a unit member when the District determines that a unit member's absence(s) was not in compliance with this leave section. In disputed cases, the unit member will bear the burden of proof. Under the circumstances outlined above, the unit member shall make every effort to comply with District procedures to enable the district to secure a substitute. Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for the purposes stipulated.

#### 10.10 LONG-TERM PERSONAL LEAVE

With Board approval, a unit member may receive a long term personal leave of absence. This leave is unpaid without benefits, although the unit member may purchase benefits at his/her own expense upon approval by the District's benefit providers. Long-term personal leaves, including child-care leave, shall be limited to a maximum of one school year or two consecutive semesters within two school years. Leave requests shall be made no later than November 1<sup>st</sup> for leaves during the second semester and no later than February 1<sup>st</sup> for leaves during the succeeding school year.

Extensions of long-term personal leave beyond one year may be considered by the Board

for employees who request part-time work. Unit members who are granted extended part-time leaves will need to resign the percentage of their assignment that is not continued.

#### 10.11 BEREAVEMENT LEAVE

A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if more than 400 miles of travel one way is required, without loss of salary on account of the death of any member of his/her immediate family.

#### 10.12 STUDY LEAVE

The Board may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one quarter and a maximum of one school year. A unit member shall apply to the Board for such leave no later than one semester before its anticipated commencement.

Upon requesting a study leave, the unit member shall submit an outline of the study to be undertaken. This outline will be considered to be a contract between the Board and the unit member and may only be changed by mutual agreement. Forfeiture of the above contract could result in a break in service, loss of seniority, and other loss of job rights mandated by Education Code 44966-44970.

#### 10.13 JUDICIAL LEAVE

A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member.

A unit member who is called for jury duty shall receive his/her school district salary during his/her absence, but shall assign his/her jury duty pay, mileage expense excepted, to the District. No salary shall be paid for voluntary jury duty, such as, volunteering for a grand jury.

#### 10.14 MILITARY LEAVE

Military leave shall be granted in accordance with state and federal law.

#### 10.15 IN-SERVICE LEAVE

A unit member may be granted leave without pay loss each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance as approved by Administration.

#### 10.16 SABBATICAL LEAVE

Any unit member who has rendered service to the District for at least seven (7)

consecutive years may request a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Board, for the purpose of study or travel which will benefit the school and pupils of the District. Application shall be submitted no later than March 1 of the calendar year immediately prior to the year for which the leave is requested.

Sabbatical leave must be completed within a twelve (12) month period or the remaining portion of such leave will be sacrificed.

The unit member requesting a leave shall present an outline of the proposed program of study or travel to the Professional Development Committee prior to February 1 of the calendar year in which the leave is requested. It shall be the responsibility of the Professional Development Committee to determine who, among the applicants for sabbatical leave, shall be recommended to the Board. Approval of such leave is the sole discretion of the Board.

The interests of the District shall be protected by the written agreement of the unit member to return to the service of the District and render at least two (2) years service following the return from the leave. The Board shall waive the furnishing of bond, and the unit member shall receive compensation while on leave, provided the unit member performs services for the District as prescribed by the Superintendent and the Professional Development Committee for the benefit of the schools and pupils of the District.

The salary paid the unit member on sabbatical shall be at Class 1, Step 1, of the current salary schedule in Appendix A for the year in which such leave is granted. The salary shall be divided into eleven (11) equal payments. Upon return to the service after a sabbatical leave, the salary shall be that of the step on which the unit member would have been placed had he/she not been absent from service to the District. If a unit member qualifies for a higher classification, the proper transfer shall be made.

#### 10.17 SPECIAL LEAVES

Unit members occasionally have the need to request a special leave during the school year. Approval of the Board must be obtained prior to any special leave. The salary of the unit member on leave will be reduced by his/her "daily rate of pay" for each day on leave. The District will provide a substitute during the leave. Any dollar savings to the District generated in this manner will be placed in a fund for teacher in-service or travel and conference.

#### 10.18 NOTIFICATION LIMITS

Unless otherwise specified in items above, a unit member on a leave of absence shall notify the Superintendent's office by November 1 for the spring term and by February 15 for the fall term of his/her intention to return to duty. Lack of notification by the dates will automatically be interpreted as indication that the unit member will not be returning.

#### 10.19 JOB SHARE LANGUAGE

A job share is an assignment in which a unit member shares a position with one other unit member.

Unit members who desire to take part in a job share for the upcoming school year shall make a formal written request to the site administrator by February 1<sup>st</sup> of the current school year detailing the specifics of the shared position. All written requests are subject to Board approval upon recommendation by the Superintendent and the site administrator. Letters of request shall indicate how the proposed arrangement will be of benefit to the students served by the unit members and how the situation will be monitored to ensure that there are no detrimental effects.

The following conditions will apply to positions that are approved by the Board:

1. Shared positions must be approved annually by the Board.
2. Unit members sharing a contract must accept the responsibility of assuring the staff, administration, and parents of successful joint planning, communication among employees and parents, and compatible classroom management.
3. Both unit members will attend open house, back-to-school night, and other activities expected of full time certificated staff. A representative from each job share team shall attend each staff meeting. On occasion, both staff members may be requested to attend a staff meeting which is deemed necessary by the site principal.
4. Job share unit members shall communicate regularly. Prior to presentation of a job share proposal, a plan shall be developed between the principal and job share team members in which planning dates and means of communications are agreed upon by all parties.
5. Salary and sick leave shall be prorated in accord with the hours worked by a full-time unit member in a comparable position.
6. Job-share unit members shall receive a prorated share of the district contribution towards health benefits.
7. One year of credit shall be allowed for fractional parts of a year if that fractional part of the year exceeds the equivalent of 100 full-time teaching days in the Durham Unified School District.  
Unit members working less than 100 days will need to complete at least (2) half-year contracts to acquire one (1) experience step.
8. Job-share unit members shall strive to substitute for each other if at all possible in the event of absence of one or the other so as to cause minimal disruption to the educational program.
9. Unit members in a job share will be placed on a leave of absence from their regular assignment and will be returned to a position at the same full-time equivalent as prior to the leave upon completion of the job share.

**DUTA and the District agreed to the following for Article 12 (additional non-substantive grammatical changes made to 12.3 and 12.5):**

**ARTICLE 12  
ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS**

12.1 Definitions:

- a. Transfer refers to a move of a unit member from one school site to another. Transfers may be voluntary (unit member initiated) or involuntary (District initiated).
- b. Vacancy is any open position arising from a resignation, retirement, or termination or a new position created by the District after the principal fills all site staff placements (i.e. grade level placements/subject matter placements). A vacancy is not created by a short term or temporary leave.
- c. Reassignment is the placement of a unit member in an assignment within the same school or work location that differs from the unit member's existing assignment.

12.2 Notice of Vacancies

- a. During the school year, notices shall be dated and posted at a central location at each school site and in the District Office. Notices of all vacancies shall remain posted for at least ten (10) working days at the above locations. In case of special circumstances five (5) working days will be allowed. Additionally, vacancies will be posted on EdJoin and each member shall be notified by school e-mail.
- b. All part-time extra class positions will be advertised to unit members before being filled; during summer break, this requirement can be waived by the Superintendent or designee when deemed necessary to ensure positions being filled for the beginning of the next school year. The unit member being hired will be compensated an amount proportionate to the amount of additional time worked in relation to his/her regular salary. Unit members accepting an additional class assignment will be required to perform extra duties in the same manner as unit members not teaching additional classes. The number of duties will be prorated on the basis of the employee's percentage of teaching time not to exceed 100%.
- c. During summer vacation, vacancy notices shall be mailed to an Association Representative, and to unit members who have indicated to the District (in writing) of an interest in being reassigned or voluntarily transferred. Vacancies will also be posted on EdJoin.
- d. A request for transfer can be withdrawn at any time prior to official confirmation that the transfer has been accepted.

12.3 Voluntary (unit member requested) Transfers:

- a. Any unit member can request to be transferred to any position for which he/she is qualified. This includes part-time employees requesting a change that would alter

their current FTE.

- b. The unit member will send a written request for transfer to the Superintendent and his/her site administrator or supervisor. A conference shall be held at the request of the unit member with the Superintendent in order to discuss the request.
- c. In some cases it will be necessary to defer a decision until all requests have been considered. Decisions regarding transfers are made by the Superintendent.
- d. Unit members requesting a voluntary transfer into a vacant position will be interviewed with outside candidates interviewing for the position. All in-district unit members requesting a voluntary transfer to the vacant position will be guaranteed an interview. Priority consideration will be given for positive previous district experience.
- e. Unit members who were interviewed for the vacant position shall be notified in writing within ten (10) working days by the Superintendent of the acceptance or denial of the transfer. A unit member can request in writing the reasons for the denial of his/her transfer.

#### 12.4 Involuntary Transfers:

- a. An involuntary transfer may be initiated by the District due to the following:
  - 1. Changes in enrollment;
  - 2. Staffing shortages or surpluses;
  - 3. Modifications, additions or deletions of programs and/or specific verified curriculum needs;
  - 4. A verified need for specialized skills;
  - 5. A need for improvement in performance as documented by evaluations and where the transfer could benefit the unit member and the students.
  - 6. As a result of layoff pursuant to EC 44955

b. The district shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance. No unit member shall be involuntarily transferred for arbitrary, capricious, or discriminatory reasons.

c. A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer. The Administration shall strive to notify the unit member of the impending transfer or reassignment no later than June 15.

#### 12.5 Reassignments (within a site)

- a. Any unit member can request to be reassigned to any position for which he/she is qualified within his/her current school or work site. This includes part-time unit members requesting a change that would alter his/her current FTE.
- b. If the unit member is interested in a reassignment for the next school year, he/she shall send a request for reassignment to the Superintendent and site administrator or supervisor by May 1. A conference shall be held at the request of the unit member with the Superintendent in order to discuss the request.

All requests for reassignment shall be considered by the principal when making reassignment.

- c.If reassignments are made and a unit member's request to be reassigned is denied, the District shall provide written confirmation that the request has been considered, denied, and the reasons for the denial.
- d.A request for reassignment can be withdrawn at any time prior to official confirmation that the reassignment has been accepted.