

**Fairfield Suisun Unified Teachers Association (FSUTA)**  
**Proposal to**  
**Fairfield Suisun Unified School District (FSUSD)**  
**Article 18 – Assignment and Transfer**  
**May 15, 2019**

**ARTICLE 18 - ASSIGNMENT AND TRANSFER**

18.1 Definitions

- a. A transfer is ~~considered to be~~ the movement of a certificated person to a different school.
- b. An assignment is ~~considered to be~~ the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.
- d. A certificated vacancy is an unfilled certificated position.
- e. A day ~~is would be~~ a day the District is open for business, **unless otherwise specifically noted in this article.**

18.2 Procedure for ~~Filling Vacancies Voluntary Transfer and Reassignment~~ **Reassignments, Voluntary Transfers, and Filling Vacancies**

- ~~a. The Human Resources Office will complete on or before May 1~~ **April 1** ~~of each school year a list of all certificated employees requesting transfer, reassignment, or movement to an administrative vacancy for vacancies occurring after June 1. This list will be confidential information of the Human Resources Office.~~
- ~~b. Prior to~~ **April 1** ~~the end of the traditional school year, the Assistant Superintendent/ Human Resources will publish a list of anticipated vacancies for the following school year.~~
- e.a. When a certificated ~~vacancy~~ **position** becomes available, ~~the vacancy for reassignment,~~ **the position** will be ~~made known~~ **emailed** to all certificated members assigned to the school. ~~Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy position.~~
- ~~d. b.~~ Personnel assigned to more than one site, ~~e.g., librarians, P.E. teachers, music teachers, program managers, etc. (except for special education personnel), shall be assigned a site as home base by October 1 on or before the 20th workday of each school year a site as home base.~~ The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.

Assignment of staff working at more than one site shall be considered a reassignment under this article.

- e. c. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.

- f. d. A description of the vacancy still available after completion of Article 18.2.e.c. shall be **emailed to all unit members and posted on the District web site at all school sites and at the District Office** for a period of five (5) days. ~~During the school vacation periods, all certificated members who have indicated interest in the vacancy through the annual list shall be notified of the opening.~~ It shall be the unit member's responsibility to **provide email contact information to the District through electronic means** ~~leave appropriate contact information self-addressed envelopes with the Human Resources Office or to call the designated vacancy telephone number~~ and follow instructions concerning openings. **The district shall email specific directions on how to update their contact information using the District's electronic portal to all bargaining unit members annually by February 1<sup>st</sup>.**
- g e. If the vacancy still exists after Article 18.2.f.d. above, the Superintendent or designee may assign a newly-hired person for the vacancy.
- f. **After April 15<sup>th</sup>, preferential treatment shall not be given to anyone.**

18.3 Criteria and Procedures for Involuntary Reassignments and Involuntary Transfers

- c. It is agreed that the District will make involuntary transfers and involuntary reassignments according to the following bands: **Elementary Model** unit members shall be assigned within ~~B~~bands ~~according to credential~~. "Bands" as described herein shall be defined as ~~primary elementary~~ grade levels (TK-3), ~~upper elementary~~ grade levels (4-5), **and middle school elementary grade levels (6-8).** ~~and Secondary Model unit members middle school levels and high school levels shall be assigned~~ according to credential.

18.4 Procedures for Involuntary Transfers

DATE	EVENT
No later than February 1 <sup>st</sup>	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be given to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.
	Within ten (10) <b>work</b> days after the seniority list is distributed, unit members who report that their seniority date is incorrect shall inform the District for resolution; District informs FSUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.
No later than <del>May</del> <b>April 5</b>	Site administrators develop assignments for upcoming school year, based on student projections at that time and notify unit members whose assignment will be different.
Between <del>May 1</del> <b>April 1</b> and <del>May 31</del> <b>April 15</b>	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess unit members by no later than <del>May 21</del> <b>April 15</b> , and the anticipated number of excess unit members at those sites. Unit members at those sites are notified

	in writing of the number of anticipated open positions or excess unit members.
ROUND ONE	
Between <del>May 1</del> <b>April 15</b> and <del>May 31</del> <b>April 30</b>	Impacted unit members and voluntarily displaced unit members provided list of current District vacancies with descriptions (Round One List).
Between <del>May 1</del> <b>April 15</b> and <del>May 31</del> <b>April 30</b>	Unit members review list for a minimum of <del>ten (10)</del> <b>five (5) work</b> days.
District and Association mutually agree to the beginning date of Round 1.	Round One: Impacted involuntarily transferred unit members and voluntarily displaced unit members may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
	All unit members, including impacted involuntarily transferred unit members and voluntarily displaced unit members who did not select a vacancy in Round One, may also seek voluntary transfers.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
ROUND TWO	
District and Association mutually agree to the beginning date of Round 2.	Involuntarily transferred impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One provided list of all current District <b>vacancies including all vacancies management has become aware of since Round One</b> (Round Two List). Unit members review the list for a minimum of five (5) days.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
No later than <del>June 15</del> <b>May 15</b>	Impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
After the completion of Round 2	District may fill vacancies as per collective bargaining agreement. All unit members, including any involuntarily impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One or Two may seek voluntary transfers.
After the completion of Round 2	District assigns involuntarily transferred impacted and voluntarily displaced unit members who did not select a vacancy in Round One or Two to positions for which they are credentialed and qualified. Unit members shall be assigned within Bands by seniority. “Bands” are defined in section 18.3.c. above. District and F-SUTA representatives shall be present for this assigning of positions.
After the completion of	1. If it is determined that positions were not posted or made known to unit members in accordance to these procedures,

Round 2	<p>said position will be able to be filled by displaced teachers on a seniority basis.</p> <p>2. If the original position of a displaced unit member becomes vacant, the displaced unit member shall be able to return to their original position at their original school site anytime within the next school year.</p>
<p>The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.</p>	

NOTE: (1) As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further “impacted unit members” who will then be eligible to select vacancies in Rounds One, Two, etc.

(2) **Teachers On Special Assignment (TOSA) Curriculum and Instruction Coaches K-12 and Consulting Teachers** positions shall not be filled by using this process (see ~~Appendix Q and Appendix O, Appendix OO, and Appendix PP~~).

~~18.5 Procedure for Filling Vacancies – Voluntary Transfer and Reassignment In Special Education~~

- ~~a. On or before May 1 of each school year, the Special Education Department will complete a list of all certificated employees submitting a written request to the Special Education Department for transfer, reassignment, or movement to an administrative vacancy for permanent full-time vacancies occurring after June 1. This list will be confidential information of the Special Education Department.~~
- ~~b. Special education will notify staff of openings in requested areas as they occur during the summer months. It shall be the unit member’s responsibility to leave self-addressed envelopes with the Special Education Department.~~
- ~~c. Prior to the end of the traditional school year, the Assistant Superintendent of Human Resources will publish a list of anticipated special education vacancies for the following school year.~~
- ~~d. Vacancies occurring during the traditional school year in the Special Education Department will be flown throughout the District for five (5) days. Volunteers from the Special Education Department will be interviewed and considered first for such vacancies.~~

18.56 Rights

- a. All unit members may apply and interview for any vacancy for which they are qualified after 18.2.a.e. has been completed. Between the first F-SUTA work day, and April 15, of each year, out-of-district applicants shall only be considered after District staff who have requested transfer or reassignment have been interviewed.
- b. Unit members who have been involuntarily transferred or reassigned shall receive, upon request, a written explanation of the transfer or reassignment from the principal or designee.
- c. Unit members who have requested reassignment or transfer and have been denied have the right to request and receive a specific written explanation of the denial from the Assistant Superintendent/Human Resources or designee within seven (7) days.

- d. Unit members who are involuntarily transferred shall be allowed the daily per diem rate of pay equal to three (3) days.
- e. The District shall provide timely assistance in the moving of the member's materials.
- f. The District shall provide an adequate supply of moving materials (boxes, packing materials, tape, etc.)
- g. The District shall assure that unit members have textbooks, materials, bulletin boards, storage units, instructional displays, desks, chairs, and other classroom furniture in accordance with provisions of Article 37, Professional Working Environment.
- h. After notice and confirmation of their new assignment, unit members shall be included in the site decision-making to the same extent as other staff members.