

FONTANA TEACHERS ASSOCIATION FONTANA UNIFIED SCHOOL DISTRICT  
COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA  
TEACHERS ASSOCIATION

, April 17, 2015

May 15 20, 2015

ARTICLE 8

TRANSFER OF CERTIFICATED PERSONNEL

8.1 DEFINITIONS

8.1.1 *Assignment* shall mean the initial, and/or new placement in a specific work site and department/grade level(s)/~~track~~ in the District by the administration, via the application process

8.1.2 *Reassignment* shall mean the change from one (1) instructional department/grade level/~~track~~ to another at the same work location.

8.1.3 A *transfer* is the movement of a ~~permanent~~ bargaining unit member from one (1) school site or facility to another school site or facility, in the same or similar position as authorized by their credential(s)

8.1.4 A *voluntary transfer* is initiated by a ~~permanent~~ bargaining unit member.

8.1.5 An *involuntary transfer* is initiated by the Superintendent, or designee.

8.1.6 An *administrative transfer* is initiated by the Superintendent, or designee upon a finding as delineated in section 8.10.5

8.2 POSTING FOR VACANCIES

When a vacancy is identified at a site/District location ~~during~~ after the first full six (6) weeks of the school year, up to March 1, first consideration shall be given to bargaining unit members at the site. ~~4~~ The vacancy shall be posted for a period of two (2) days at the site and/or locations where it is accessible to bargaining unit members, including via email. Should the vacancy be filled by a bargaining unit member at the site, the site/District may proceed with filling any subsequent

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COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA  
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1 related vacancy immediately. If the vacancy is not filled by ~~this method~~, a site bargaining unit  
2 member, the position ~~will~~ maybe posted by the District and filled immediately from the transfer  
3 pool or outside candidates.

4  
5  
6 8.2.1

7 The posting will include site, subject or grade level (subject to change), track, and closing  
8 date. The District may simultaneously recruit for the vacancy from any other source.

9 8.3 TRANSFER POOL

10 Any bargaining unit member who wishes to request a transfer after the first six (6) weeks of the  
11 school year, and prior to April 1, March 1 shall submit a written request to the Human  
12 Resources Department by the closing date specified in the posting, but no later than April 1.

13 Any transfer must be in accordance with Article 8.4.

14 8.3.1 Transfer requests must be on file no later than April 1, to be considered for ~~vacancy~~  
15 ~~occurring prior to start of the year, during first six (6) weeks of school year,~~ vacancies for the  
16 following school year.

17 8.3.2 ~~Bargaining unit members may request up to five (5) transfers per year~~ Transfer requests  
18 shall expire by March 1 of every year.

19 8.4 VOLUNTARY TRANSFERS

20 8.4.1 Criteria8.4.1.1 In all cases of voluntary transfer, when the foregoing criteria are  
21 substantially equal, seniority shall determine the permanent bargaining unit member selected  
22 for transfer. The District may use an oral interview, pursuant to Article 8.3.2 8.4.2 to evaluate  
23 candidates based on the following criteria: be the controlling factor after the following criteria

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COUNTER PROPOSAL TO ~~FONTANA UNIFIED SCHOOL DISTRICT~~ FONTANA  
TEACHERS ASSOCIATION

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May 15 20, 2015

1 ~~have been met:~~8.4.1.2 The applicant permanent bargaining unit member has proper  
2 credentialing for the position.8.4.1.3 The applicant permanent bargaining unit member has a  
3 minimum overall “proficient” or “developing” on his/her most recent evaluation ~~and that the~~  
4 ~~bargaining unit member is recommended for reemployment.~~ The evaluation should not have  
5 any serious deficiencies in performance for which the District is providing a continuing  
6 program of positive assistance.8.4.1.4 The applicant permanent bargaining unit member  
7 who has not exercised his/her voluntary transfer rights within the past year. Exceptions to this  
8 rule shall be allowed upon mutual agreement by the District and the bargaining unit  
9 member.8.4.1.5 The applicant permanent bargaining unit member is qualified to teach  
10 students pursuant to the program requirements of the position. ~~including prior training, and~~  
11 ~~successful experience, skills, knowledge and abilities.~~8.4.1.6 ~~Major and minor field of~~  
12 ~~study (secondary only).~~ If the applicant bargaining unit member does not have permanent  
13 status, a transfer may complicate the applicant's efforts to attain permanent status.

14 8.4.2 Procedure

15 8.4.2.1 The Human Resources Department will offer an interview to the five (5) most senior  
16 applicants permanent bargaining unit members who have filed an application by the closing  
17 date who meet the criteria in Article 8.4.1. Without prior notification, failure to attend a  
18 scheduled interview could result in the forfeiture of transfer rights for the remainder of that  
19 school year.

20 8.4.2.2 The immediate supervisor, or designee(s), of the vacant position will conduct an  
21 interview of the transfer applicants and any other eligible applicant the Human Resources  
22 Department has selected for an interview.8.4.2.3 The Human Resources Department shall  
23 notify, in writing, all transfer applicants of the disposition of their request as soon after the

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~~COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA~~  
~~TEACHERS ASSOCIATION~~

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~~May 15 20, 2015~~

1 completion of interviews as administratively practical. The notification letter shall include  
2 reason(s) for denial of a transfer. Bargaining unit members interviewed but not selected may  
3 request, in writing, specific reason(s) for denial. Such reasons shall be given in writing.

4 8.4.2.4 When it is in the best interest of students and learning, once the school year has begun,  
5 bargaining unit members may be required to delay an approved transfer until the ~~end~~ beginning  
6 of the next instructional break, of the trimester/quarter or beginning of the next school year,  
7 whichever is first. In the event a transfer is to take place within four (4) weeks prior to state  
8 testing, the approved transfer may be delayed until immediately after the testing is  
9 completed.~~The District and the Association will publish, at least annually, the processes and~~  
10 ~~procedures for voluntary transfer. This publication shall include, when applicable, any unique~~  
11 ~~"paper screening" rules other than those noted in Article 8.3.1-8.5~~ INVOLUNTARY

12 TRANSFER

13 8.5.1 Criteria

14 The District may involuntarily transfer bargaining unit members only for the  
15 following reasons:

16 8.5.1.1 To accommodate the geographical shifts of the student population.

17 8.5.1.2 To provide for increasing or decreasing enrollment.

18 8.5.1.3 To accommodate the opening or closing of schools.

19 8.5.1.4 To meet credential compliance.8.5.5 Involuntary transfer shall not be punitive or

20 capriciously undertaken.8.5.6 Procedure8.5.6.1 Before the District determines that a

21 position will be filled by an involuntary transfer, it will seek volunteers among those members  
22 of the staff at the site who are qualified.8.5.6.2 The selection of the bargaining unit

23 member to be transferred shall be based upon the needs of the instructional program and/or

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COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA  
TEACHERS ASSOCIATION

, April 17, 2015

May 15 20, 2015

1 credential.8.5.6.3 If a position is filled by an involuntary transfer, the qualified member  
2 with the least District seniority shall be selected.8.5.6.4 When a bargaining unit member is  
3 involuntarily transferred, the District shall:

4 8.5.6.5 Provide notice of the involuntary transfer to the bargaining unit member as soon as  
5 practical and conference with the respective bargaining unit member not less than five (5)  
6 working days prior to the transfer.8.5.6.6 Provide, upon written request, the reasons for the

7 transfer in writing.8.5.6.7 Prevent vacancies from being filled by means of an involuntary  
8 transfer, when practicable, when there is a request on file by a bargaining unit member that  
9 meets all of the criteria for voluntary transfer.8.5.6.8 Provide the bargaining unit

10 member with two (2) days release time to set up the new class in the event a bargaining unit  
11 member is transferred involuntarily during the ~~school~~ instructional year.8.5.6.9 Provide  
12 transportation of instructional materials from the old site to the new site when an involuntary

13 transfer occurs.8.5.6.10 Bargaining unit members shall have first right to available positions for  
14 which they are qualified at the site from which they were involuntarily transferred. The  
15 duration of this right is one (1) year from the date of the involuntary transfer.

16 8.5.7 Procedures for involuntary transfers involving Shared Contracts

17 A Shared Contract Team's seniority will be based on the District seniority of the  
18 least senior partner. If it becomes necessary that the Team assignment would be the assignment  
19 involuntarily transferred, the Shared Contract Team will be transferred to another site or the  
20 Team ~~will have the option~~ may request to of dissolving dissolve the shared contract and both  
21 ~~returning~~ to full-time employment, at the discretion of the District. This will only be ~~possible~~  
22 considered when there are two (2) positions available in the District and the staff having to be  
23 moved are qualified to teach in the positions available.

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TEACHERS ASSOCIATION

, April 17, 2015

May 15 20, 2015

1 8.6 ADMINISTRATIVE TRANSFER 8.6.1 Criteria

2 A bargaining unit member may be administratively transferred when the  
3 Superintendent, or designee has determined that one of the following causes exists for the  
4 transfer:

5 8.6.1.1 Circumstances ~~establishing just cause for~~ necessitating a transfer as an intervention to  
6 remedy a situation negatively impacting the school or the educational program.

7 8.6.1.2 To ensure the safe, orderly and efficient operation of the school or District.

8 8.6.1.3 Failure to transfer the employee may jeopardize the safety and welfare of the employee  
9 and or students and other staff.

10 8.6.1.4 Performance evaluations indicate that the employee is unable or unwilling to meet the  
11 needs of students in the current assignment.

12 8.6.2 Procedure

13 8.6.2.1 Provide notice of the administrative transfer to the bargaining unit member as soon as  
14 practical and conference with the respective bargaining unit member not less than five (5)  
15 working days prior to the transfer.

16 8.6.2.2 Provide, upon written request, the reasons for the transfer in writing.

17 8.6.2.3 Provide the bargaining unit member with two (2) days of release time to set up the new  
18 class in the event the bargaining unit member is transferred administratively during the ~~school~~  
19 instructional year.

20 8.6.2.4 Provide transportation of instructional materials from the old site to the new site.

21 8.6.3 The Superintendent, or designee shall have the authority to limit the total number of  
22 transfers to any newly opened school or program to no more than 15% of the faculty of any  
23 school of origin.

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COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA  
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, April 17, 2015

May 15 20, 2015

8.6.4 Administrative transfers shall not be made for arbitrary, capricious or unlawfully discriminatory reasons.

8.6.5 Transfer under section -8.6 shall be considered non-prejudicial and records of the transfer action or decision will not be considered to be documentation of discipline for purposes of Article 19 (Just Cause).

8.7 VOLUNTARY REASSIGNMENT

8.7.1 Principal shall solicit staff preference no later than March 1. ~~By April 1 [?]~~; By the last Friday in the month of April ~~—as soon as possible thereafter~~, the principal will announce the anticipated vacancies for the subsequent school year. These vacancies will be posted at the site for a period of two (2) days, prior to the end of the instructional year.

8.7.2 Criteria

Consideration of requests for voluntary reassignment shall be made on the following basis:

8.7.2.1 Applicant has the proper credentialing for the position.

8.7.2.2 Legitimate, education related purposes.

8.7.3 Procedures

8.7.3.1 Any bargaining unit member who wishes to request a reassignment to a vacancy shall submit a written request to the Principal within the site posting period as per Article 8.3.

8.7.3.2 The principal shall notify in writing all reassignment applicants of their disposition as soon as administratively practical.

8.8 INVOLUNTARY REASSIGNMENT

8.8.1 Criteria

Principals shall reassign bargaining unit members for the following reasons:



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COUNTER PROPOSAL TO FONTANA UNIFIED SCHOOL DISTRICT FONTANA  
TEACHERS ASSOCIATION

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May 15 20, 2015

- 1 8.8.1.1 To accommodate shifts of the student population.
- 2 8.8.1.2 To provide for increasing or decreasing enrollment.
- 3 8.8.1.3 To implement plans for efficient use of classroom facilities.
- 4 8.8.1.4 To accomplish legitimate educationally related purposes.8.8.2 Before a principal
- 5 determines that a position will be filled by an involuntary reassignment, he/she will consider
- 6 volunteers among those members of the staff at the site who are qualified.8.8.3 Involuntary
- 7 reassignments shall not be done for punitive, arbitrary or capricious reasons.8.8.4 Procedure
- 8 When reassigning a bargaining unit member the principal shall:
- 9 8.8.4.1 Provide notice of any involuntary reassignment to the bargaining unit member as soon
- 10 as practical.
- 11 8.8.4.2 Offer to conference with the respective bargaining unit member as soon as possible
- 12 prior to the reassignment.
- 13 8.8.4.3 Provide, upon request, the reasons for reassignment in writing.
- 14 8.8.4.4 When involuntary reassignment occurs during the ~~school~~ instructional year, provide the
- 15 bargaining unit member with one day of release time (or the equivalent in additional duty hours
- 16 compensated at certificated hourly rate) if the bargaining unit member has not taught the
- 17 subject/grade within the last year and two days release time (or equivalent in additional duty
- 18 hours at certificated hourly rate) if the bargaining unit member has not taught the subject or
- 19 grade within the last two years or if the reassignment involves a classroom relocation of at least
- 20 50% of the teaching assignment.
- 21 8.8.4.5 Provide ~~transportation~~ relocation assistance of instructional materials from the current
- 22 classroom to the new classroom.

23 CONTINUOUS SCHOOL PROGRAMS

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~~May 15 20, 2015~~

1 ~~Initial Track Assignment Procedures for Continuous School Programs~~

2 ~~The Principal will announce the anticipated assignment matrix as soon as practical.~~

3 ~~Requests for track assignments, or reassignments in cases of vacancies, by bargaining unit~~  
4 ~~members currently assigned to the site shall be granted in order of seniority using the following~~  
5 ~~priorities in the order listed:~~

6 ~~Seniority at the school site level.~~

7 ~~Seniority at the grade level or subject matter level defined as total years in the District teaching~~  
8 ~~the grade or subject matter.~~

9 ~~Seniority in the District.~~

10 ~~If there is a tie in site seniority, the tie will be broken first by seniority at the grade level or~~  
11 ~~subject matter. If the tie remains, it will be broken by District seniority.~~

12 ~~Subsequent Year Track Assignments~~

13 ~~By April 1, or as soon as possible thereafter, the principal will announce the anticipated~~  
14 ~~vacancies for the subsequent school year. These vacancies will be posted at the site for a~~  
15 ~~period of five (5) days.~~

16 ~~If there is a pre-existing right to a vacancy based on a deferred request for a track change, the~~  
17 ~~bargaining unit member will be tentatively assigned to the vacancy taking into consideration~~  
18 ~~any other circumstances that may occur before the subsequent year's opening of school.~~

19 ~~If there is no pre-existing right to the vacancy, any bargaining unit member at the site may~~  
20 ~~request a track change to the vacancy. Criteria for movement into the vacancy shall be~~  
21 ~~controlled by the criteria in Article 8.6, Voluntary Reassignment, and the seniority list in~~  
22 ~~Article 8.8.1.2, Initial Track Assignment Procedures.~~

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May 15 20, 2015

If the anticipated vacancy develops after initial assignments are made, the Principal will post the vacancy on site for five (5) days.

Track Changes During the Year

When a bargaining unit member is selected for the reassignment and the change will not take effect until the end of the trimester or the end of the year, whichever is first, the bargaining unit member hired to fill the position temporarily will be notified at the time of hiring that he/she may have a track change at the beginning of the subsequent school year.

8.9 NOTICE OF ASSIGNMENT

8.9.1 All bargaining unit members shall be notified of their assignment for the following year at least two (2) weeks prior to the end of their current work year, realizing however, that circumstances may necessitate a change in assignment.

8.9.2 Should a change in assignment occur while the bargaining unit member is between instructional years off track or on vacation, the administrator or his/her designee will notify him/her as soon as the change is known.

8.10 HIRING FROM OUTSIDE THE DISTRICT

Nothing contained herein shall be deemed to restrict the District's right to hire from outside the District.

For FTA:

For FUSD:

*Edm. Wang 5-29-15*

*Jan D. Caswell 5-29-15*

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May ~~15~~ 20, 2015

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