

ARTICLE XI

TRANSFER POLICIES

VOLUNTARY TRANSFERS

A Bargaining Unit Member may request a voluntary transfer to take effect during the school year, or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and forwarded to the employee's immediate supervisor. Bargaining Unit Members who are granted a voluntary transfer to a different site ~~moved due to a transfer, reassignment or facility need~~, during the teacher work year, shall be given two (2) days compensation time (paid release) ~~or paid fourteen (14) hours at the hourly rate~~. Custodial/maintenance staff support shall be available for the physical move.

Where the request is made for a transfer to take effect during the school year, it shall be made within five (5) full work days of the posting of the notice of vacancy. Postings will be faxed to sites, emailed to Bargaining Unit Members and publicly posted within five (5) full work working days. Where the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than April 1, of the school year preceding the effective date. All requests for voluntary transfers from one position to another shall be considered on the basis of three criteria: 1) Credentials (attributes, abilities, teacher certificate) to perform the required services, 2) Districtwide seniority, 3) Experience and interest in the area of the requested transfer.

Voluntary transfer requests shall be given priority consideration over outside applications. The District will advertise vacancies for five (5) full work days except where circumstances require the filling of positions immediately. If said circumstances exist, the District will notify the Association immediately. Any Bargaining Unit Members who feel they have been overtly or indirectly pressured to seek a voluntary transfer shall, within ten (10) days, institute grievance proceedings. If a voluntary transfer is denied, the Bargaining Unit Member shall be provided within forty-eight (48) hours, upon written request, with the specific reasons for the denial. Any appeal of the decision must be filed, in writing, with the employer within forty-eight (48) hours of receipt of the written reason for the denial.

INVOLUNTARY TRANSFER

Should it be necessary to reassign a staff member on an involuntary basis, the administrator shall take into consideration the Bargaining Unit Member's teaching assignment, seniority, and experience in the area of the transfer. When the District determines a move or reassignment is necessary, the Bargaining Unit Members will be provided no less than one (1) week written notice, except in the event of a disaster or emergency impacting the health or safety of a Bargaining Unit Member. Full opportunity, as provided in the Grievance Procedure, shall be offered to the Bargaining Unit Member to voice objections and/ or alternatives prior to the final

decision. In cases where an involuntary transfer is contemplated or required due to declining enrollment or changes in enrollment patterns, every effort shall be made to secure voluntary transfers.

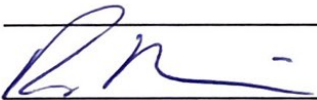
An involuntary transfer of a Bargaining Unit Member ~~made during the year~~ shall not result in the loss of compensation, seniority, or any fringe benefit for the remainder of the year. ~~If an involuntary transfer occurs during the school year, it shall be only for the remainder of the year or until a replacement is secured.~~ An involuntary transferred Bargaining Unit Member shall have prior rights to the previous position if still existing. Bargaining Unit Members who are moved due to an involuntary transfer, reassignment or facility need, during the teacher work year shall be given two (2) days compensation time (paid release) or paid fourteen (14.5) hours at the hourly rate. Custodial/maintenance staff support shall be available for the physical move.

For all voluntary transfers (~~voluntary or involuntary~~) made after the conclusion of the school year or prior to the new school year, the bargaining unit member shall ~~be paid fourteen (14) hours at the hourly rate.~~ have the opportunity to choose two (2) days compensation time (paid release) within the first 30 days of instruction.

For all involuntary transfers made after the conclusion of the school year or prior to the new school year, the bargaining unit member shall be paid fourteen (14.5) hours at the hourly rate.

For all transfers (voluntary or involuntary) the room being moved into must be vacant, as well as, cleaned and cleared of any previous occupant's belongings.

Date: 5/27/2022



Mr. Randy Robinson
Lead Negotiator
Banning Teachers' Association (BTA)

Date: 5/27/22



Mr. Terrence Davis
Superintendent
Banning Unified School District