**ARTICLE IV**

**ASSIGNMENTS, RESIGNATIONS, TRANSFERS AND FILLING OF VACANCIES**

**Section 1. Split Assignments**

Split assignments shall be made with the consent of the affected bargaining unit member, except for the following assignments: nurse, ~~migrant~~, school counselor, and ~~SAI (specialized academic instructors, heretofore known as special education and resource teachers)~~ education specialists ~~and librarian~~. If the District determines there is a need to split the assignment of any of the aforementioned exceptions, the parties agree to meet prior to the split assignment to determine the structure and details of the split assignment. The district shall reimburse bargaining unit members serving in split assignments for mileage between schools at the current IRS rate. ~~Reimbursement(s) shall be made at the rate agreed to by the parties at the beginning of the split assignment for such reimbursements. Either party may request to renegotiate the reimbursement rate during the term of the split assignment if a substantial change in circumstances occurs.~~

A split assignment shall be defined as work within the regular work day at two or more schools. Coaching assignments or other paid extra-duty assignments do not constitute a split assignment.

Traveling shall not be done on planning time or lunch. A reasonable amount of time shall be allowed for travel.

**Section 2. Summer School and Adult Education**

Hiring and Assignments

1. District Summer School vacancies shall be posted. Summer School teachers will be selected by the Summer School Principal on a priority basis:

1. Credential qualifications
2. Current teaching assignment
3. Prior successful experience teaching summer school within the last five (5) years.
4. Subject-specific experience
5. Department-specific experience
6. Prior experience or training in content area (may require Board Authorization).
7. After a teacher has taught Summer School for three consecutive years, the position shall be made available to other bargaining unit members. ~~All criteria, except #3 above, shall apply to new applicants.~~

C. Summer School positions shall be offered to bargaining unit members first. If no qualified bargaining unit members apply, then other candidates will be considered.

D. Job sharing proposals will be considered. Proposals should be submitted to the Summer School Principal for approval.

1. Adult Education teachers are considered to be temporary and hourly, with assignments based upon actual student enrollment. Adult Education teachers must apply to the program, and teachers will be hired for the length of the course ~~or one year,~~ ~~whichever is less~~. Qualifications for Adult Education teachers include: holding the appropriate credential, prior experience teaching the subject and/or content area, and demonstrated effectiveness of instruction of adult learners. The ~~Director~~ Principal of the Adult Education Program will provide teachers with feedback regarding the effectiveness of their performance in their Adult Education assignment.
2. All positions for Summer School and Adult Education teachers shall be subject to enrollment. Should the enrollment drop significantly, causing the class not to be economically feasible, the class may be cancelled.

Compensation and Hours of Employment

1. Each summer school teacher will be paid one preparation day equal in time to the length of an instructional Summer School day (including the initial faculty meeting) for planning and classroom set-up, and two hours at the conclusion (for completion of grades and check-out procedures) for the Summer School teaching assignment.
2. ~~Each teacher will receive $150 to be allocated from the budget for instructional supplies.~~ Materials for Summer School will be provided by the District. Secondary teachers who are required to print tests and other documents shall be provided with enough paper and other required supplies necessary to conduct the course of study.
3. ~~A Summer School day for teachers shall be five (5) hours. Summer School hours for students shall be four and one-half (4½) hours. The principal shall arrange schedules at each Summer School site.~~ A summer school day for teachers in the Extended School Year (ESY) program shall be four and one-half (4 ½) hours. There shall be four (4) hours of instruction (including a fifteen (15) minute break) and a thirty (30) minutes each day for the purpose of planning.

A Summer School day for secondary teachers shall be three and one-half (3 ½ ) hours. There shall be three (3) hours of instruction and thirty (30) minutes each day for the purpose of preparation. Secondary teachers may schedule up to a fifteen (15) minute break during each daily session after consulting with the principal. The principal shall arrange schedules at each Summer School Site.

1. ~~Summer School shall run for twenty-four (24) instructional days for elementary students and twenty-nine (29) instructional days for secondary students, subject to state mandates. Specialized programs may have a different schedule in order to align to specific mandates, grant requirements, and student needs.~~ Summer School shall run for nineteen (19) instructional days for ESY students and twenty-four (24) instructional days for secondary students, subject to specific state mandates. Specialized programs may have a different schedule in order to align to specific mandates, grant requirements, and student needs.

E. The District and the Association shall meet and mutually agree upon the terms of other Summer School programs not mentioned herein.

**Section 3. Travel**

Should a bargaining unit member be required by the District to travel outside of the District boundaries, the District shall reimburse the bargaining unit member for actual, necessary and reasonable costs. The District may require verification of claims other than mileage. Mileage shall be compensated at the current IRS rate.

**Section 4. Resignations**

The District shall comply with the requirements of the Education Code when accepting and taking action on resignations. The Board may authorize the Superintendent to accept resignations. ~~Any resignation tendered shall be rescindable, upon written notification to the Superintendent, until 4:30 p.m. of the second working day following the day of submission of the resignation, after which time such resignation shall be final and effective. The resignee may waive the waiting period in writing when he/she is requesting an immediate release to accept another position.~~

**Section 5. Transfer**

A. Definitions

1. Transfer shall be an assignment of a bargaining unit member from one school to another.
2. A voluntary transfer shall be a transfer initiated by a bargaining unit member.
3. An involuntary transfer shall be a transfer initiated by the District.
4. A displacement is a transfer to a bargaining unit member due to a need to reduce or redistribute teachers from a school site.
5. For purposes of this Article, seniority shall be defined as the employee’s hire date as determined by the District Seniority List.
6. Educational needs of the district refers to the District’s need to properly staff schools according to teacher credential qualifications, teacher experience and training in specific strategies and programs that support students, student population, and enrollment.

B. Voluntary Transfer

1. The District shall not be obligated to post vacancies that occur during the school year.
2. Vacancies to be filled for the following school year, including positions occupied by temporary teachers, shall be posted for not less than ~~ten~~ five working days.
3. Requests for transfer by probationary teachers shall be considered only at the discretion of the District.
4. Temporary teachers will be considered as outside applicants for the purpose of this section.
5. A bargaining unit member who requests to be kept informed of vacancies during the summer shall be notified by the personnel office of vacancies for which he/she is qualified. Such requests shall be in writing and shall be submitted no later than the last day of the school year during the term of this Agreement. The request shall be valid until the opening of school.
6. The District shall consider transfer requests from all eligible bargaining unit members who have filed a transfer request prior to the end of the posting period according to the following criteria:
7. Educational background including education, credentials and training related to the vacancy
8. Experience in the grade/subject of the vacancy
9. Receiving school principal’s ~~rating~~ approval
10. Prior evaluations of the bargaining unit member for ~~the past~~ up to four years
11. When two or more bargaining unit members have substantially the same qualifications as defined in B.6. above, the bargaining unit member with the most seniority shall be transferred.
12. The District shall utilize voluntary transfer rather than involuntary transfer when such will achieve the District’s purpose for the transfer.
13. The District may deny or delay a transfer request when, ~~in~~ at the discretion of the District, the transfer will result in a negative impact on the educational program.
14. If a voluntary transfer is denied, the bargaining unit member, upon request, shall be provided with the reason for the denial in writing.

C. Involuntary Transfer

1. Notice of involuntary transfer shall be given as soon as practicable.
2. Involuntary transfers shall be based on the educational needs of the District.
3. Teachers involuntarily transferred shall, upon request, be provided with the reason for the transfer in writing.
4. A bargaining unit member who is involuntarily transferred ~~during the school~~ ~~year~~ shall receive up to two (2) ~~working~~ days, or fourteen (14) hours, of time paid at the non-instructional rate for the purpose of new assignment orientation and/or set up. .

D. Displacement of Bargaining Unit Members

1. Displacement of bargaining unit members shall only occur due to reductions in sections/classes, the opening/closure of a school, or the elimination or creation of a program.

1. If it is necessary to displace bargaining unit members, volunteers shall be sought first.
2. If the number of positions to be ~~abolished~~ eliminated exceeds the number of voluntary transfers, the bargaining unit member(s) with the least seniority, as determined by the District Seniority List, shall be displaced until the number is met.
3. For two (2) successive years after a bargaining unit member is displaced, the bargaining unit member shall have the “right of first refusal” to transfer back if positions become available at the site from which the bargaining unit member was displaced. If multiple bargaining unit members were displaced from the same site, the District Seniority List shall be used to determine the order of who is asked back. This clause shall pertain only to bargaining unit members who have permanent employee status.
4. The District shall distribute displacements in successive years as equitably as possible. ~~The parties may agree to “safe harbor” bargaining unit members from successive displacements.~~ The parties may mutually agree that members shall not be displaced in two (2) consecutive years.
5. Displacements shall be based on the educational needs of the District.
6. ~~The District shall assist displaced bargaining unit members with moves to another site including, but not limited to, paid time for set-up. 4.~~ A bargaining unit member who is displaced shall receive up to two (2) days, or fourteen (14) hours, of time paid at the non-instructional rate for the purpose of new assignment orientation and/or set up.