

ARTICLE V - TRANSFER AND REASSIGNMENT

A. Transfer:

1. A transfer is defined as the movement of an employee from his/her assigned work site to a vacancy at another school in the District. Transfers may be made by the District on an involuntary basis or may occur as a result of the voluntary application by an employee for a vacant position at another school or work site in the District.
2. A vacancy for the purpose of this Article is defined as an unfilled position at any District work site which has occurred as a result of attrition or the need for additional staff, but which has been subjected to any and all reassignments which have been deemed necessary by the Principals and/or other responsible managers. Such reassignment shall have been made in accordance with Section D. herein.

B. Voluntary Transfers:

1. Solicitation:

- a. Between April 1 and May 1 of any year, employees wishing to voluntarily transfer within the District may file a written request for voluntary transfer in the District Human Resources Office. The District shall compile a list of the requests, which shall include the employee's name, major/minor and assignment preference. The list shall be effective from May 1 through the end of the first twenty (20) workdays of each ensuing school year. Nothing contained herein shall limit the District in soliciting voluntary transfers at other times.
- b. When vacancies occur, the District shall post such vacancies for a period of three (3) business days, except that in the period beginning ten (10) business days before the first teacher workday and ending twenty (20) workdays thereafter, and for the first ten (10) business days before and after the start of the second semester, the posting period shall be two (2) business days. Employees wishing to be considered for such positions shall notify the Human Resources Office in writing prior to the end of the posting period. A copy of the vacancy notice shall be provided to the Federation.
- c. The District shall also consider for all vacancies the employees whose names appear upon the voluntary request for transfer list

referred to in Sub-paragraph a. above. Transfers shall be effected as soon as vacancies and schedules are determined by District.

- d. Nothing contained herein shall preclude the District from soliciting candidates for vacant positions from sources outside the District.

2. Interview and Selection:

The District may include in any group of candidates to be interviewed for any vacant position, current District employees who have requested consideration for voluntary transfer, either by responding to posting or by being on the voluntary transfer list. Employee interviews shall be scheduled by the appropriate manager during non-instructional hours. On-site certificated managers shall select for interview those employees from the voluntary transfer request list who are the best qualified for the vacant position on the basis of criteria specified in Section 3. below. Employees not interviewed, or not selected for a vacant position, shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her non-selection.

3. General:

Employees applying for vacant positions on a voluntary basis shall be selected upon the following criteria:

- a. Possession of a major and/or minor in the subject for the assignment needed to be filled.
- b. A California teaching credential authorizing service in the assignment being transferred to.
- c. Record of teaching and/or other applicable educational experience.
- d. Current performance evaluations.
- e. Preparation beyond the Bachelor's degree in the subject area(s) of the assignment needed to be filled.
- f. Special job related skills or talents.
- g. The constraints of Title Nine (IX) and affirmative action laws and regulations.
- h. The best interest of the instructional program / District.

- i. District-wide seniority. District-wide seniority for the purpose of Article V., Section B., is defined as the total number of years in paid status in the District. District-wide seniority shall be applied only to resolve transfer decisions when two (2) or more persons in the District are rated equally according to the criteria listed herein.
4. The District and Federation agree to work to facilitate the voluntary transfer of qualified certificated staff who wish to transfer from a middle school to a high school. Such an agreement is intended to promote the overall quality of programs at both sites.

C. **Involuntary transfers:**

1. Involuntary transfer is defined as a transfer determined necessary by the District for the good of the instructional program and in the best interest of the District as a whole.
2. An involuntary transfer shall be initiated by the District and shall normally be promulgated after the District has solicited volunteers from a specific department or certificated staff at large, and has reviewed a list of qualified persons who have requested transfer. Such transfers shall be based upon the criteria for transfer contained in Section B. 3., a.-h., herein, and departmental seniority. Departmental seniority for the purpose of Article V., Sections C. and D., is defined as the total number of years in paid status within a school department. Departmental seniority shall be applied to resolve transfer decisions when two (2) or more persons eligible to be transferred cannot be differentiated based upon the criteria contained in Section B. 3., a.-h., herein.
3. Employees involuntarily transferred shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her transfer.
4. Employees involuntarily transferred after the work year begins may, upon request, receive up to two (2) days of released time for preparation purposes prior to beginning the new position.
5. Those to be involuntarily transferred between schools may indicate a preference of schools involved to the Associate Superintendent of Human Resources.

D. **Reassignment:**

1. Reassignment is defined as a movement of an employee from one (1) department to another department within the same school.
 - a. Reassignments shall be made in accordance with the criteria stated in Section B. 3., a.-h., herein and departmental seniority. Departmental seniority shall be applied only to resolve reassignment decisions when two (2) or more persons in the department are rated equally according to the criteria listed herein.
 - b. Employees selected for involuntary reassignment within the school shall, upon request, be granted a conference with the Principal who shall explain the reasons for the employee's reassignment.
 - c. Employees involuntarily reassigned after the work year begins may, upon request, receive up to two (2) days of release time for preparation purposes prior to beginning the new position.
 - d. If two (2) employees mutually agree to switch assignments and the District concurs, such change shall be allowed, and shall not constitute a transfer.

ARTICLE VI - CLASS SIZE

- A. It is in the best interest of all parties to resolve class overloads expeditiously at the beginning of the school year. It is in the best interest of students and staff to maintain reasonable sizes in all classes.
- B. Enrollment projection formulas and staffing formulas that affect class size shall be reviewed annually and updated if necessary. Factors to be considered in the determination of fall class sizes:
 1. Historical decline of enrollment from October 1 peak.
 2. Anticipated number of midyear graduates.
 3. Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off campus instructional activities.
 4. Number, availability, and variety of instructional stations.
 5. Experience of absenteeism.
 6. The number of students enrolled in six (6) classes as determined by spring enrollment.
- C. While it is recognized that all the factors indicated above modify the final class size achieved in a specific subject

area in a specific school, the following class size averages are suggested for February 1:

1. Drivers Ed. (with aide) 51 Pupils.
2. E.S.L. 26 Pupils (provided categorical funds are available for this purpose and 29 if the funds are not available).
3. General Academic 29 Pupils.
4. G.R. Classes 18 Pupils.
5. Home Economics 26 Pupils.
6. Industrial Arts 26 Pupils.
7. Lab Courses 26 Pupils.
8. Mt. Toro 21 Pupils.
9. Physical Education 42 Pupils.
10. Remedial Math and Reading 21 Pupils.
11. Business Technology - not to exceed the number of functioning work stations in the classroom.
12. Special Day Class (Learning Handicapped) -caseloads 17, subject to the provisions in Article VI sections A through G, and J.

The District administration and school site administration shall be guided by these suggested averages when the class schedules are being developed and staffing calculated. Full reports on class size shall be given to the Federation twice during the year: around October 15, and around February 15. When instructional aides are regularly assigned to a class, loading may be modified on an equivalency basis.

- D. In order to achieve the February 1 average class size preferred averages, it will be necessary to exceed the suggested enrollment figures early in the fall semester at the high school level. Historical experience will be considered in this regard for the enrollment assigned to specific subject areas and classes; but that the overloading in relation to desired February 1 class size should not exceed an average of ten percent (10%) at the high schools and seven percent (7%) at the middle schools.
- E. Paraprofessionals may be hired to assist in working with overloaded classes during the peak period.
- F. The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching stations available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District will make reasonable efforts to adjust class size goals accordingly if the room is small or if the number of workstations is inadequate to meet the above demands. The total number of students assigned to each full time teacher should be equitable.

- G. The suggested class size averages enumerated in Section B. herein are to be used to determine total class load.
- H. SVFT may upon request meet with the Associate Superintendent for Human Resources in early August to review the projected class sizes and explore ways to mitigate potential problems. If the average for any teacher exceeds the goals by seven percent (7%) at the middle schools or ten percent (10%) in the high schools or more, the employee subject to the excess or SVFT shall, upon request, be entitled to a conference with the Principal or his designee, the master scheduler of the school and the department chair. Such conference shall not be scheduled prior to the eighth (8th) day of instruction each fall and spring. The employee may request the presence of a representative from the Federation. Such conferences shall be scheduled insofar as possible as not to interfere with the instructional program of the school. At the conference, the Principal and the participants shall review with the employee possible solutions which may include, but not be limited, to the following:
1. Reasons for the excess.
 2. Anticipated duration of the excess.
 3. Possible student schedule changes to relieve the excess.
 4. Possible redistribution of classes within the department.
 5. Constraints prohibiting an immediate remedy to the excess.
 6. An estimate as to when the excess may be eliminated.
 7. Possible reassignment of teachers within the school.
 8. Student absenteeism.
 9. Transfer of students to other schools.
 10. Availability of instructional aides.
 11. Hiring of new teachers.
 12. Prohibiting the adding of more students to the classes.

Subsequent to the completion of the conference as specified herein, the Principal of the appropriate school shall make a good faith effort to relieve, insofar as possible, the total class load excess(es) beyond the limits described herein. Failure of the Principal to effect relief is not and shall not constitute a grievance.

In the event that the problem is still unresolved, the unit member or SVFT may appeal to the Associate Superintendent for Human Resources. Within seven (7) instructional days from the receipt of the appeal, the Associate Superintendent for Human Resources shall convene a meeting with the unit member, the site administrator and any other person deemed relevant to the issue. The SVFT representative and the Associate Superintendent will work cooperatively and provide relief which can include the options listed in 1 through 12 above or some other mutually acceptable relief.

- I. The following provisions shall be applicable for counselors:
1. The student/counselor ratio in each of the high schools will be five hundred to one (500:1).
 2.
 - a. The student/counselor ratio in middle schools will be one (1) counselor per grade level not to exceed an average of six hundred fifty to one (650:1), provided a fulltime technician is employed at the school.
 - b. For each increase of one hundred (100) students over one thousand two hundred (1,200), one (1) additional hour of counseling will be provided.
 3. The above ratios are established with the understanding that the counselors will be responsible for providing only the services listed in the "Counselor Guaranteed Services" and as agreed to by the Associate Superintendent of Instructional Services and the counselors on May 17, 1983. (See Appendix F.)
 4. Reasonable efforts shall be made to restore the counselor/student ratio to four hundred to one (400:1) should the District's financial situation improve.
- J. Psychologists' ratio shall be one (1) psychologist for each three thousand four hundred (3,400) students. The District will make a good faith effort to examine the use of special funds, such as S.I.P., G.A.T.E., Comp. Ed., etc., to augment psychological services.
- K. For the school year, the work experience ratio will be one hundred twenty five to one (125:1).
- L. Current practices shall be followed with regard to class size in instructional programs and/or classes not specifically enumerated in this Article: e.g., music, R.O.P. classes, R.O.P. coordination, Special Education classes.
- M. Differentiated staffing shall be permitted only by mutual agreement between the District and the department involved. During the months of either April or May of each year, each department chairperson shall meet with his/her department members to discuss teaching assignment and make a recommendation to the site administration for the following school year. In addition, there shall be a meeting of all department chairpersons, during the months or either April or May of each year to discuss differentiated staffing.

ARTICLE VII - HOURS OF EMPLOYMENT

A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all employees, except as otherwise provided for in this Agreement, shall consist of one hundred eighty-four (184) working days of which one hundred eighty (180) shall be days of student instruction and one(1) day shall be a staff development day. The remaining three (3) days shall be designated "teacher workdays." The work year for new teachers will be one hundred eighty-six(186) working days.
2. The psychologist's work year will be one hundred ninety (190) days, of which six (6) may be worked prior to or after the regular work year.
3. The work year for all counselors shall be that for all classroom teachers, except that each counselor may be assigned by the Principal for up to eight (8) consecutive working days of his/her one hundred eighty-four (184) day work year either following the completion of the school year or prior to the beginning of the next school year during the two (2) weeks immediately preceding the first day of student instruction each school year. The Principal shall seek the advice of the counseling staff as to the number of counseling days needed, the number of counselors needed, and the scheduling of those days. Counselors assigned to these alternative workdays shall be given equivalent in lieu time, which with the prior approval of the site administration may be taken on consecutive workdays.

B. WORKDAY:

1. The length of the workday for all full-time regular program classroom teachers, special education teachers, psychologists, counselors, librarians work experience coordinators, R.O.P. coordinators and speech therapists shall be seven (7) hours per day inclusive of a 30-minutes duty-free lunch.
 - a. Noon duty supervision shall not encroach on the duty-free lunch. A reasonable time for the teacher to travel to the assigned noon duty station shall be provided. Each minute of noon duty assignment will count, as 1.2 minutes toward the teacher's supervision requirement.
 - b. All teachers shall be present on duty approximately ten (10) minutes before the first period and six (6) minutes after the last assigned period. Employees performing extra