
ARTICLE 6--ASSIGNMENT AND TRANSFER

6.01 Definition and Terms:

- a. Assignment--Designation of teaching area at a specific work site(s) (i.e. Math, DCT, Guidance, Specific Learning Disabilities, Physical Education, Art, Early Childhood, and Elementary Education)
- b. Transfer--Change of work site(s)
- c. Itinerant Teachers: A certified EMPLOYEE who is assigned to more than one school.
- d. Related Arts Teacher: An EMPLOYEE who teaches art, music, physical education, or instructional resource at the elementary school level.

*Alternative schools Naples to be considered one site inclusive of Beacon, New Beginnings, and Phoenix programs

*Alternative schools Immokalee to be considered one site inclusive of Beacon, New Beginnings, and Phoenix programs

- 6.02 The BOARD and the ASSOCIATION recognize that the assignment and/or transfer of each EMPLOYEE within the Collier County School System is the responsibility of the SUPERINTENDENT, with recommendation to and approval by the BOARD. In making any assignment, the reasonable requests of the EMPLOYEE concerned shall be considered. When appropriate and practical, Principals will involve EMPLOYEE(S) in the interview process in order that the Principal may obtain perceptions of candidates from other professional educators.

The assignment and scheduling of each EMPLOYEE shall take into account the EMPLOYEE's preferences, personal circumstances, certificate qualifications and prior teaching experiences. Such assignment and scheduling shall be accomplished in a fair, equitable and impartial fashion.

- 6.03 EMPLOYEES who receive a change in assignment shall be given written notice of their tentative assignment no later than ten (10) work days prior to the beginning of the second semester for second-semester assignments or ten (10) work days prior to the end of the post-school planning period for the first semester or as soon as practicable. EMPLOYEES who receive an involuntary change in assignment shall be provided a written rationale for the decision upon their request to the principal.

EMPLOYEES who are to be transferred after the close of the school year shall be given prompt written notice of said transfer from the district's Human Resources office. To the extent possible, such transfers shall not be announced or effected without a prior personal conference with the EMPLOYEE involved.

- 6.04 In arranging schedules for EMPLOYEES who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Adequate travel time will be provided by an appropriate adjustment in the EMPLOYEE's work schedule.
- 6.05 Assignments, including part-time adult education, extra-pay-for-extra-duty and summer school, which are in addition to the normal teaching schedule, shall not be obligatory but shall be with the consent of the EMPLOYEE except as provided in Article 4.13.

6.06 EMPLOYEE Transfer:

- 6.61 In order to be guaranteed an interview, properly certificated EMPLOYEES applying for a transfer must attend the Annual Transfer Fair and interview with the appropriate Administrator(s) to be considered prior to or at the Transfer Fair. After the Transfer Fair, an EMPLOYEE must contact the Administrator to be considered for a position once it is advertised. Any EMPLOYEE interviewed shall be informed by the Administrator(s) of his/her decision. This paragraph is subject to the following provisions:

An EMPLOYEE qualified under the provisions of this Article and recommended for transfer to an instructional vacancy after one (1) calendar week prior to the first teacher contract day shall not be entitled to such placement without the agreement of both principals in writing (email acceptable). During the contract year, if both principals agree and recommend in writing (email acceptable) to the SUPERINTENDENT the transfer of an EMPLOYEE between their school sites, the transfer shall be approved by Human Resources pending review of qualifications.

Qualifications of all candidates shall be evaluated using the following criteria:

- a. Certification
- b. Current employment in the District
- c. Experience in the teaching area as defined in 6.01(a)
- d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

In filling these vacancies, the application of any properly qualified EMPLOYEE received within the required timeline shall be reviewed prior to selecting a candidate not currently employed by the District.

6.62 Involuntary Transfer:

In the involuntary transfer of an EMPLOYEE as a result of staffing reallocation (except as noted in 6.063), Federal compliance requirements, or reduction in force as specified in Article 9, the following criteria shall be adhered to in the order in which they appear:

- a. Gender, if necessary for the supervision of students
- b. Certification
- c. District-wide seniority
- d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of certification at the time of transfer or the area of certification at the current school.

6.63 Transfers Requiring Special Consideration: Transfers made as a result of new school openings, rezoning, or staff reduction in individual schools shall be subject to the following provisions:

- a. Vacancies for external candidates for new school openings and for positions remaining vacant after all EMPLOYEES have been placed in accordance with paragraph b) below shall be posted in accordance with Article 7.
- b. In making transfers under this section, requested transfers shall be considered prior to invoking the provisions of 6.062.

Itinerant teachers may apply for a vacant full time (1.0) position at a single school at any time during the school year, and, if the teacher is selected for the position, the transfer will take effect upon approval of the Human Resources office.

6.0631 EMPLOYEES who are voluntarily or involuntarily transferred between school sites and EMPLOYEES who are re-assigned to a classroom teacher position within the school site after the first student day shall receive two (2) full workdays of planning/preparation time to prepare for their new assignment. This provision does not apply to EMPLOYEES moving into a co-teaching position.

6.64 Notwithstanding the restrictions stated in this article, the SUPERINTENDENT may affect the transfer of an EMPLOYEE based upon:

- a. Serious, verifiable medical conditions of the EMPLOYEE or members of his immediate family or other personal problems which dictate the EMPLOYEE's need to transfer to another work site, or
- b. Determination that a specific transfer would serve the best interest of the school district and the affected EMPLOYEE in the judgment of the SUPERINTENDENT.

EMPLOYEES who could be involuntarily transferred pursuant to the provisions cited above shall be afforded the right to be represented at a conference with the SUPERINTENDENT for the purpose of reviewing the justification for the SUPERINTENDENT's recommendation in this regard.

6.65 Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, the SUPERINTENDENT may transfer an EMPLOYEE if:

- 1) the SUPERINTENDENT determines the transfer to be in the best interest of the school district and
- 2) the EMPLOYEE agrees to the transfer.

6.66 Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, both parties recognize the need for the SUPERINTENDENT to transfer ESE and elementary related arts teachers.

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of assignment at the time of transfer or the area of assignment at the current school, provided the EMPLOYEE holds appropriate certification.

6.07 The foregoing process shall not prohibit the BOARD from providing a balanced staff to conform to state or federal guidelines.

6.08 A transfer or an assignment shall not be used as a means of continuing employment of an incompetent EMPLOYEE, nor shall it be used as a punitive measure.

6.09 To the extent possible, any EMPLOYEE assignment shall be within his area of certification and his major or minor field of study. An EMPLOYEE shall not be involuntarily transferred (to another work site) into an "out-of-field" position without the EMPLOYEE's consent.