

ARTICLE VI
TRANSFER and REASSIGNMENT
(Revised 2017 – 2018)

1. Definitions:

- 1.1. **Seniority** shall be determined by service in the district. Seniority shall be determined by the unit member's first paid day of certificated probationary service in the District. If two or more teachers have the same seniority date, then tiebreaker criteria will be used to identify seniority. (Appendix H)
- 1.2. A **transfer** is defined as a change from the unit member's assigned work location to a different school or facility.
- 1.3. A **reassignment** is defined as a change of position within the same school or facility.
 - 1.3.1. In grades K-6, it is a change of grade level.
 - 1.3.2. In grades 7-12, it is a change of assignment that requires one or more periods in a department not included in the previous year's assignment, or three or more periods requiring different preparations from that which the teacher taught the prior year.
- 1.4. A **vacancy** is any position that has been vacated due to retirement, resignation, or termination or any newly created position within the bargaining unit. A position will not be posted or flown as a vacancy until ALL qualified displaced unit members have an assignment.
- 1.5. An **open position** is any position not posted or flown when displaced teachers need to be assigned a position. Open positions may occur due to layoffs, resignations, retirements, terminations, or newly created positions.
- 1.6. **Layoffs** include unit members who have received preliminary or final lay-off notices for the following school year. A laid-off member is considered terminated on June 30.
- 1.7. A **displaced unit member** is one who has lost his/her current position due to enrollment, layoffs, job share dissolution, or program changes, but who remains employed by the District.
 - 1.7.1. When open positions exist, displaced teachers will have first option to remain at their current site. Priority for placement is determined by seniority and appropriate certification (4.4 Procedures for Involuntary

Reassignment will be followed). If open positions are not available at the current site, displaced unit members will be offered positions at other sites based on seniority and appropriate certification (4.3 Procedures for Involuntary Transfers will be followed).

1.7.2. If the displaced teacher's position is reopened or vacated within 15 months of the teacher's displacement, the displaced teacher will have first rights to the position. If the displaced teacher denies the opportunity to return to the previous position and no other teachers are currently displaced, the position will be considered vacant and will be posted or flown.

1.8. Teacher on Special Assignment (TOSA) position is both temporary and unique.

2. **Transfers or Reassignments** All voluntary and involuntary transfers and reassignments of unit members shall be made in accordance with the provisions of this article and the objective application of the following criteria:
- a. Appropriate certification;
 - b. Meets the position requirements as prescribed in the posted notice, as verified by the Assistant Superintendent of Personnel
 - c. Contents of the personnel file or other documentation, observations, or other materials
 - d. Seniority within the bargaining unit will be used when there is more than one candidate and all qualifications are equal in accordance as described in section 2 (a-c above).
- 2.1. Where there is no difference in the above criteria between unit members considered for either voluntary or involuntary transfer/reassignment, a selection panel shall be formed to determine who shall be transferred or selected to fill the vacancy. The panel shall consist of an equal number of teachers appointed by TCEA and administrators appointed by the superintendent or designee.
3. **Voluntary Transfers or Reassignments** Voluntary transfers or reassignments are those initiated by unit members.

- 3.1. Request for Transfer and Reassignment forms are available at the District Office or on the District or TCEA websites.
- 3.2. Such forms shall include the grade and/or subject to which the teacher desires to be reassigned and/or the school or schools to which he/she desires to be transferred.
- 3.3. Requests for voluntary transfer or reassignment shall be kept confidential until an action is approved.
- 3.4. If a unit member's request for a voluntary transfer or reassignment is denied, the unit member shall be granted, upon request, a written reason for the denial and/or a meeting with the administrator who denied the request.

4. **Involuntary Transfers or Reassignments** Involuntary transfers and/or reassignments are those initiated by the District.
 - 4.1. Involuntary transfers and/or reassignments can occur when a unit member needs to be reassigned or transferred.
 - 4.2. Involuntary transfers and reassignments shall not occur except when required to meet the compelling needs of the District:
 - 4.2.1. Such needs may be the result of, but are not limited to;
 - a. enrollment changes;
 - b. program changes;
 - c. changes in curriculum or course offerings;
 - d. demonstrable educational needs of the pupils;
 - e. school closures.
 - 4.2.2. When an involuntary transfer and/or reassignment is required, the Principal will make a good faith effort to provide to all of the affected faculty members, a written description of the needs that must be met by the transfer and/or reassignment and will attempt to locate a qualified volunteer from the school faculty.
 - 4.2.3. Involuntary transfers or reassignments shall not be made for punitive or disciplinary reasons.
 - 4.3. **Procedures for Involuntary Transfer** (Within the District):
 - 4.3.1. A call for volunteers to transfer to another school site is made by the site administrator by communicating to all site staff via staff mailboxes and a written posting, which will be posted for five days. If the transfer occurs during the summer, the affected staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.
 - 4.3.2. If there are no volunteers (or not enough volunteers), then the qualified teacher with the least seniority at the school site will be selected to transfer. This teacher will be considered a displaced teacher.
 - 4.3.3. If more than one opening is available, the displaced teacher will be given the first opportunity to choose from the available openings within the district.
 - 4.3.4. If two or more teachers need to be involuntarily transferred, the staff member with the greatest seniority will be allowed to make the first transfer selection.

4.4. **Procedures for Involuntary Reassignment** (Within a School):

4.4.1. A call for volunteers for reassignment of affected staff within the school site is made by the site administrator by communicating to all affected site staff via staff mailboxes and a written posting, which will be posted for five days. If the reassignment occurs during the summer, the affected staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.

4.4.1.1. The volunteers will be considered displaced teachers. They will retain their seniority within the District and will be able to return to their original position as stated in 1.7.2 of this article.

4.4.2. If there are no volunteers (or not enough volunteers), then the qualified teacher with the least seniority within the grade or department will be selected for reassignment. This teacher will be considered a displaced teacher.

4.4.3. If more than one opening is available, the displaced teacher will be given the first opportunity to choose from the available openings within the site.

4.4.4. If two or more teachers need to be reassigned, the staff member with the greatest seniority will be allowed to make the first reassignment selection.

5. **Combination classes** are classes at K-6, general education, which combine two grade levels. Procedures for staffing a combination class will be as follows:

5.1. A call for tenured volunteers to teach a combination class from the affected grade level(s) is made by the site administrator by communicating to all site staff via staff mailboxes and a written posting, which will be posted for five days. If the combination class occurs during the summer, the affected grade level staff will be notified by mail or phone call. After five days of notification have elapsed, all volunteers will be considered final.

5.2. When a combination class is required, any tenured teacher from the affected grade level(s) may volunteer to teach such class. Without volunteers, the least senior tenured member within the affected grade(s) is assigned. The following year, the combination class teacher will return to his/her original position. If there are fewer classes than teachers at that grade level, Transfer and Reassignment language applies.

6. The following criteria will be established in order to fill TOSA assignments.
 - a. Tenured unit members may apply for TOSA positions
 - b. Unit members serving as TOSAs will continue to be represented by TCEA and retain all rights guaranteed by the TCEA/TCUSD agreement
 - c. During the first two years of a new TOSA assignment a unit member will have an option to return to the position they left. The unit member may request a transfer or reassignment in accordance with Article VI. At the start of the third year, a TOSA will be considered a displaced unit member and transfer will follow procedures under Article VI Sections 1.7.1 and 1.7.2
 - d. Each full-time TOSA position will be paid at the member's current step and column on the teaching salary schedule.
 - e. This article applies only to TOSAs hired after June 30, 2019.
7. **Posting of Vacancies**: The District shall develop, deliver to the Association, and post at each school a notice of each vacancy as soon as the District determines a need. All qualified displaced unit members must be placed in positions before an open position may be considered a vacancy.
 - 7.1. Each notice shall state a deadline for applications, which shall not be less than five (5) working days after the first date of posting, a description of the position and duties, and a list of all credentials, qualifications and requirements necessary for the position.
 - 7.2. The vacancy shall not be filled prior to the posted deadline date.
 - 7.3. The five working day requirement may be waived by mutual agreement of the superintendent or designee and the TCEA president.
 - 7.3.1. All notices of vacancy for positions to be filled by TCEA bargaining unit members will be distributed to the following people: TCEA president, TCEA secretary, one designated building representative at each site, site principal, and site secretary.
 - 7.3.2. The District shall, upon request of a unit member, notify that unit member of any vacancies, which may arise during the summer recess or period of leave which meet the specification of his/her request. The member's request must be in writing and must include an email address for the summer or period of leave.
 - 7.3.3. The District will give first consideration to current unit members who apply for vacant positions.
 - 7.3.4. The employee applicants, who qualify, according to the criteria in the posted notice described in section 2 above, will not be denied the position in favor of an outside applicant except for clear and compelling reasons.
 - 7.3.5. If no applicant meets the posted requirements, the job qualifications and requirements will be reviewed, and if adjusted, all applicants will be reconsidered.

8. **Notifications and Released Time Allowances**: Unless circumstances determine otherwise, a returning unit member will be notified of an involuntary transfer or reassignment no fewer than ten (10) working days before the First Day of Instruction. Every effort will be made to give the unit member as much advance notice as possible. However, if a unit member is given fewer than five (5) days' notice the unit member will be given three (3) days of on-site release time to institute the change. The District will provide the necessary moving assistance.
 - 8.1. When transfers or reassignments are necessary to meet enrollment changes after the start of the school year or for other reasons during the school year, affected unit members will be given at least five (5) days notice and three (3) days of on-site release time or a \$100 moving stipend for each move to institute the change. The District will provide the necessary moving assistance.

9. **Job Sharing**: Job sharing is a voluntary agreement between two permanent (tenured) employees to take a fractional leave of absence from their respective full-time assignments in order to share the full-time responsibilities of one full-time assignment.
 - 9.1. Job sharing is a voluntary reassignment from a full-time general education teaching position to a part time general education teaching position. Job share assignments shall not be less than a 40% assignment. Current job shares less than 40% will be honored as long as the remaining unit member can secure a tenured job share partner. It is the unit member's responsibility to secure a tenured job partner. If the unit member is unable to secure a tenured job share partner, then he or she will revert to full-time status.
 - 9.2. Unit members in a job share assignment are expected to fulfill all professional duties as outlined in Article II, sections 1 and 4.
 - 9.3. By March 1 of each year, a job-sharing team must submit the job share request form, (Appendix C), to the principal for approval. Job share applicants will not be denied the assignment unless clear and compelling reasons are given. This request form will become a binding agreement once signed by all parties.
 - 9.4. Job sharing agreements are for (1) one year only, and must be approved on a year-to-year basis. Job share partners are expected to remain in the job-sharing agreement for the durations of the job share agreement.
 - 9.4.1. Job share partners do not relinquish rights they may have under Section 1.7.2. of this article to return to a position from which he or she had been displaced.
 - 9.4.2. If a job share partner exercises his or her rights pursuant to Section 1.7.2. of this article and returns to a position from which he or she had been displaced, the job share partners shall revert to the employment status held prior to the job-sharing agreement unless an alternative plan is agreed to by the District and the Association.

- 9.5. At the conclusion of a job share agreement, the partner with the greatest seniority will retain the position, which has been shared. The remaining teacher will be assigned in accordance with this article.