

## ARTICLE IX ASSIGNMENT AND TRANSFERS

- A. Employees shall be assigned by the Superintendent to positions which fit their preparation, certification, experience and aptitude.
- B. A teacher shall not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificate.
- C. Teachers shall receive notice of their tentative teaching assignments ~~on or before the first day of traditional calendar post-planning~~ **at the same time they receive their reappointment notice or reappointment letter. Teachers on professional service contract and continuing contract shall receive notice of their tentative teaching assignments by the same date.** It is expressly understood that such assignments are only tentative and may be changed for reasons relating to changes in school-wide or class enrollment, the addition or reduction of educational services at the school, changes in staffing, or vacancies.
1. If changes are required, the teacher shall be notified of the new assignment, and the reason for the change, ~~as soon as feasible~~ **within fortyeight (48) hours of the decision.** An opportunity shall be provided for the teacher to discuss the change.
  2. The teacher may request an alternate assignment.
  3. Involuntary changes in assignment at the work-site shall not be made in a **an arbitrary, discriminatory, or** punitive manner.
  4. **Departments, schools, and work sites shall not create or require job descriptions, roles, responsibilities, or assignment expectations that differ from or expand upon the published job description for the position as posted at the time of hire, except as otherwise provided in this Agreement.**
  5. **The phrase “other duties as assigned” shall not be construed or applied in a manner that changes, expands, or circumvents an employee’s assignment, position, or duties as set forth in this Agreement.**

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D. Guidance personnel and Resource Teachers within a school should be utilized fully in programs that are student oriented.

E. When an employee is hired to replace someone on long-term leave, the following shall apply:

1. Such temporary employees shall be members of the bargaining unit and shall be issued temporary interim contracts or placed on temporary employment status.
2. It is understood that the temporary employment shall be for a specified period depending on the length of the leave and there shall be no further expectation of employment beyond the time specified.
3. If the employee who took the leave of absence does not return to duty upon the expiration of that leave, the temporary employee shall have no expectation of being recommended to fill the position. The administrator shall not be precluded from recommending a temporary employee for regular employment.
4. The temporary employee may reactivate his/her application for employment upon completion of the temporary assignment.

F. Temporary Assignments and Transfer

1. When the superintendent temporarily assigns an employee to a special project, the employee's regular position shall be treated as if s/he were on a long-term leave of absence for purposes of this article.
2. When the superintendent temporarily transfers an employee, the transfer should not exceed 30 duty days. After the temporary transfer period ends, the employee will return to their original assignment and work location.

G. The following provisions shall apply to the transfer of teachers:

1. Two teachers may voluntarily change schools upon mutual agreement of the administrators involved and with the approval of the Superintendent.

- ~~2. Any voluntary transfer of a teacher out of a non-Title I school after three weeks prior to his/her preplanning shall require mutual agreement of both administrators.~~
- ~~3. Any voluntary transfer of a teacher out of a Title I school after four weeks prior to his/her preplanning shall require mutual agreement of both administrators.~~
2. No transfer shall be denied.
- ~~4.~~3. A teacher seeking a voluntary transfer out of a school utilizing split or irregular shifts, or a prototype, charter or year round school may be interviewed for vacancies prior to and/or during the time involuntary transfers are being assigned. If vacancies exist for which the teacher is certified and/or qualified, s/he shall be offered a position prior to the assignment of other voluntary transfers or new hires. If the teacher declines such offer, the Board shall have no further obligation to transfer the teacher.
- ~~5.~~4. In staffing new schools, consideration shall be given to employees working in schools from which students are being reassigned.
- ~~6.~~5. An employee may be involuntarily transferred to another school at any time provided written notice is given to the employee at least five duty days prior to the effective date of the transfer. If at least 14 days remain prior to the start of the work year, the employee shall be provided a minimum 14-day notice. Such transfer shall be for the following reasons:
- a. District-wide changes in the organization of the school system.
  - b. Decreasing enrollment in the employee's school.
  - c. Reduction of educational services at the employee's school.
  - d. Maintenance of court required ratios.
- ~~7.~~6. When involuntary transfers become necessary, the administrator shall use the following process:

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- a. **The administrator shall** meet with the affected department(s)/program(s) to seek volunteers. Volunteers will be selected, based upon greatest seniority. If there is an insufficient number of volunteers, the selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: contract type, degree, selection by lot.
  - b. **If there is an insufficient number of volunteers, or no volunteers at all, non-volunteers shall be selected by contract type. Where two or more non-volunteers have the same contract type, selection shall be by seniority. In computing seniority for half-time employees, the salary credit formula shall be used. If two or more non-volunteers have the same contract type and seniority, the involuntary transfer shall be determined using the following sequence: degree, selection by lot.**
  - c. **If selection by lot becomes necessary, the selection shall be conducted in the presence of the Association Representative. If there is no Association Representative at the work site, the Association shall be contacted to designate a representative to be present before the selection by lot is conducted.**
- ~~8.—7.~~ If a teacher who has been identified for transfer has certification in two or more areas, s/he may designate which instructional area will be the determiner of certification, provided s/he has taught within the designated subject area(s) within the past ten years and there are district vacancies within the designated area(s). These provisions shall not apply beyond the 15th day of student attendance.
- ~~9.—8.~~ The Association recognizes the Superintendent may involuntarily transfer an employee. Such transfers shall not be done in a punitive manner. Those employees transferred by the Superintendent shall be provided the reasons in writing in a formal setting prior to the transfer.
- ~~10.—9.~~ Any area of certification:
- a. If a vacancy occurs in a position for which any area of certification may be utilized, teachers at the school with the vacancy may be considered for the vacant position.

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- b. If a position utilizing any area of certification is cut, and there are no vacancies at the school within the teacher's area(s) of certification, the teacher occupying the position shall be placed on the involuntary transfer list, if otherwise eligible in accordance with Article VIII.
- c. It is understood that filling a position utilizing any area of certification does not in and of itself, constitute an area of certification and Article IX, Section G.8 (above) shall not apply to these situations.

~~11-10.~~ 10. The Superintendent may preclude a volunteer from transferring and shall provide the reason(s) for the denial in writing to the volunteer upon request.

~~12-11.~~ 11. The provisions of Sub Sections 5. and 6. above notwithstanding, annual, professional service or continuing contract teachers who have indicated in writing their desire to remain in an out-of-field assignment and their intention to meet the requirements to do so, but who do not meet such requirements, may be involuntarily transferred based upon their in-field certification, regardless of seniority.

H. Beginning-of-the-year involuntary transfer process. The District and the Association will meet by ~~January 15~~ July 15 to discuss timelines for the following procedures:

1. Administrators will identify and notify employees for involuntary transfer.
2. Employment Services will develop a district-wide involuntary transfer list and vacancy list.
3. A list of vacancies will be provided to the ~~affected employees~~ Association.
4. A period of time ~~will~~ shall be designated for affected employees to ~~interview~~ and/or be assigned to vacancies. Involuntary transfers shall be placed in positions within their areas of certification where such vacancies exist.
- ~~5. When at least 80 percent of the involuntary transfers have been placed, a minimum of two weeks will be designated for voluntary transfer(s). The first week shall be for all PSC/CC teachers and Annual contract teachers with a~~

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~~3.0 or higher Instructional Practice score. Beginning the second week, all PSC/CC, Annual, Probationary and Temporary contract teachers eligible for reemployment may participate in the voluntary transfer process. During this time period, Employment Services shall forward a list of job postings along with a list of non-reappointed teachers eligible for reemployment. Vacancies shall be sent to all instructional personnel.~~

- ~~6.5.~~ The provisions in Section ~~5~~ 4. above shall not apply to subject areas or disciplines in which unassigned teachers are not certified, provided the total number of vacancies in the District exceeds the number of teachers on the involuntary transfer list.
- ~~7. It is anticipated that the process of assigning the employees described in Section 5. above shall be completed prior to the first day of post-planning. If the above timelines cannot be met due to a need to delay notification of allocations or because the number of employees being involuntarily transferred is too great for the coming year, the parties shall mutually determine and reduce to writing, a memorandum of understanding outlining new timelines for implementation of transfers for that year.~~
- I. End-of-year reappointment and allocation process. The provisions of this section govern the end-of-year reappointment and non-reappointment process and are separate from the beginning-of-year involuntary transfer procedures set forth in Section H.
1. The District and the Association will meet by January 15 to discuss the reappointment process, including but not limited to the tentative timeline.
  2. The District shall provide the Association with school allocation information for each school and the number of anticipated non-reappointments by school before affected teachers are notified of non-reappointment.
  3. The District shall develop and use a uniform intent-to-return form in collaboration with the Association. The form shall be used district-wide for teachers to indicate whether they intend to return for the following school year. No other form related to the reappointment process or assignments shall be used without prior consultation with the Association.

4. **Teachers who are reappointed shall receive their tentative assignment notice at the same time they receive their reappointment notice or reappointment letter, consistent with Section C.**
  5. **In cases of non-reappointment due to budget, other than non-reappointment resulting from a school closing/consolidation, misconduct, or performance, the District shall apply the involuntary transfer procedures and timelines set forth in this Article for purposes of vacancy notice, interview opportunity, and placement consideration. Nothing in this subsection shall be construed to create a guarantee of reappointment where such guarantee is not otherwise provided by law.**
  6. **A minimum of two weeks will be designated for voluntary transfer(s). The first week shall be for all PSC/CC teachers and Annual contract teachers eligible for reemployment. Beginning the second week, all PSC/CC, Annual, Probationary, and Temporary contract teachers eligible for reemployment may participate in the voluntary transfer process.**
  7. **Employment Services shall forward to all administrators, prior to the voluntary transfer period, a list of job postings and a list of non-reappointed teachers eligible for reemployment.**
  8. **Vacancies shall be sent to all instructional personnel prior to the beginning of the voluntary transfer period.**
  9. **If the established timelines cannot be met, the parties shall mutually determine and reduce to writing a memorandum of understanding outlining revised timelines.**
  10. **In the event of a school closing/consolidation or the opening of a new school, including the impact on affected feeder schools, the District and the Union shall meet promptly to negotiate a memorandum of understanding regarding the reappointment process and the impact on affected teachers.**
- ~~I.~~ **J.** Nothing herein shall preclude members of the same family being assigned to the same school, provided that they shall not be assigned in direct line of supervision. If, as a result of employment, transfer or promotion of an employee's family member or the transfer of

an employee results in a violation of this provision, reassignment or transfer of the affected employee shall be made without violating the provisions of this Article.

~~J.—K.~~ Vacancies in bargaining unit positions, listed on the OCPS Web Site, shall be available to all employees.

~~K.—L.~~ Hardship Transfer

1. An employee who has completed at least one year of service with the District may apply for a hardship transfer when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of his/her Area Superintendent or designee.
2. Any hardship transfer approval is at the sole discretion of the Area Superintendent or designee.
3. Any approved hardship transfer will be effective at the beginning of a marking period, if an appropriate vacancy exists.
4. Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer.
5. If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator in lieu of a hardship transfer.

~~L.—M.~~ **An employee shall be assigned one primary position. The Board shall not require an employee to perform the duties of multiple positions on an ongoing basis without the employee's voluntary written agreement and appropriate compensation where applicable.**

1. **Employees in non-classroom instructional positions, including but not limited to reading coaches, instructional coaches, curriculum resource teachers, and similar positions, shall not be assigned the ongoing duties of a separate operational, administrative, or supplemental position, including but not limited to testing coordinator, dean, substitute administrator, or other**

- district- or school-based operational role, in addition to their primary assignment.**
2. **Temporary assistance with isolated tasks shall not constitute a second assignment; however, duties performed on a regularly recurring basis, for more than five (5) duty days in a semester, or as part of the routine responsibilities of another identified position shall be deemed an additional assignment.**
  3. **No employee shall be required, as a condition of employment, to accept an additional assignment for which a supplement is paid or which materially interferes with the employee's primary duties, planning time, student services, or assigned work schedule.**
  4. **For purposes of this section, "ongoing duties" means duties performed for more than five (5) duty days in a semester, duties performed on a regularly recurring basis, or duties that are part of the routine responsibilities of another identified position.**
  5. **During any District-declared hiring freeze, no positions shall be advertised, posted, or otherwise represented as available. This includes advertisements or notices stating or implying that instructional positions may be available.**