

## Personnel

### Assignment and Transfer of Teachers

#### I. Purpose

This policy defines the process for assigning teachers to internal vacancies, new placements, and/or work assignments.

#### II. General Statement of Policy

A. The authority and responsibility for the placement of teachers, so as to secure and maintain the most effective instructional situation, is delegated to the superintendent and the administration. The responsibility and authority include the following:

1. Assignment to a building, grade level, activity, subject, and groups of students;
2. Reassignment or transfer;
3. Recommendation for resignation, leave of absence, promotion, dismissal, continuing contract, and retirement; and
4. Assignment of positions in adherence to applicable work agreements and licensure requirements.

B. Teachers will be assigned on the basis of their qualifications, the students' needs, the school district's needs, and when possible, the teachers' expressed desires.

#### III. Definitions

For purposes of this policy, the definitions included in this section apply.

- A. **Vacancy:** A vacancy exists when there are more positions than teachers to whom the school district has a contractual obligation. Vacancies will generally result from a non-renewal, termination, resignation, retirement, or the creation of a new position.
- B. **Temporary Assignment:** A temporary assignment exists when a teacher is granted a leave of absence for a minimum of one, full school year. A medical leave vacancy is not a temporary assignment for the purpose of this policy.

- C. Transfer: A transfer is a change in assignment.
- D. Voluntary Transfer: A voluntary transfer is a change in assignment as requested or implemented with the teacher's consent.
- E. Involuntary Transfer: An involuntary transfer is a change in assignment made without the teacher's consent.
- F. Qualified Candidates: Qualified candidates are determined by application of the criteria posted for a position.
- G. Teacher: A salaried classroom teacher, early childhood family education teacher, hourly teacher, or teacher on special assignment. For purposes of this policy, the definition does not include substitute teachers, long-term substitute teachers, or preschool teachers.
- H. Job Posting: An announcement of a vacancy or a temporary assignment.
- I. Assignment Criteria: District-determined criteria used in assigning teachers to positions.

#### IV. Job Postings

Job postings will be announced internally and/or externally and will be displayed on the district website for a minimum of five calendar days.

#### V. Placement Procedures

All interested teachers must apply for vacant positions.

#### VI. Job Transfer

- A. The school district encourages teacher transfers to strengthen work team settings and to bring new perspectives and opportunities to individual teachers.
- B. Each spring, as work assignments for the upcoming year are being developed, building principals may give an opportunity to teachers to transfer within the building. Building principals will share the current open positions within the building. The teacher must be licensed and qualified to complete a position's duties. Submission of a transfer request does not guarantee an opportunity will exist for transfer. Remaining positions will be posted on the district employment website.

#### VII. Assignment of Teaching Positions

- A. The following considerations may be used to assign teaching positions:
  - 1. Licensure;

2. Recent experience;
3. Seniority in the school district; and/or
4. Needs of students (e.g., demographics, age), unit team, department, grade level, school, or district.

#### B. Filling a Vacancy

The district will follow this policy for staffing vacant positions. Teachers desiring a transfer to posted vacancies must apply to the posting within the posting period. No request will be carried over from one job posting to another.

#### C. Involuntary Transfer

1. The district will follow the work agreement for the involuntary transfer of senior teachers.
2. Involuntary transferees may request written rationale for the transfer or a meeting with the appropriate administrator to petition for reconsideration and to seek or provide additional information. Requests for petition for reconsideration must be made in writing to the appropriate administrator within three working days of receipt of written notice of involuntary transfer.

#### D. Filling a Temporary Assignment

1. Procedure: In filling a temporary assignment, the district may follow the steps outlined for filling a vacancy.
2. Duration: A temporary assignment may cease upon return of the incumbent to the district. A teacher returning from an approved leave of absence may be re-employed in the position held prior to taking the leave or to another available position for which the teacher is qualified, provided that the district has a contractual obligation to provide continued employment.

The teacher holding the temporary assignment may be voluntarily or involuntarily transferred to a vacancy, provided that the district has a contractual obligation to provide continued employment.

#### E. Exceptions

The district is not required to follow provisions of this policy under the following circumstances:

1. When transfers result from formal evaluations of teachers whose performance is less than satisfactory. Formal evaluations must have commenced no less than six months prior to transfers invoked under this clause.
2. When there is a change of assignment within a department.

3. When part-time vacancies occur, and a qualified part-time teacher is available.
4. When the transfer is a component of disciplinary action taken against a teacher.

#### VIII. Assignment of Duties

Each year, the school district will appoint a staffing committee of principals and district level administrators responsible for the assignment of staff to positions for the upcoming year. Composition of this committee may vary from year to year.

#### IX. Assignment of Teacher on Special Assignment (“TOSA”)

- A. The school district may assign a teacher to a position of “teacher on special assignment” when a position has been identified by administration and posted internally. An interview process will be completed, and if no qualified candidate can be selected, an external posting will occur. These positions will be noted as a “TOSA” on the job posting.
- B. A teacher who is employed by the district at the time of assignment and who accepts a TOSA position will:
  1. Be compensated in accordance with the work agreement between the district and Education Minnesota/Edina, and will continue to advance on the salary schedule as allowed by the agreement.
  2. Not lose the teacher’s seniority rights and will continue to accrue seniority while on special assignment.
  3. Make a yearly commitment to the assignment by notifying the human resources department prior to February 1 if the TOSA does not want to continue within the term of the TOSA position. The district will provide notification to the TOSA by April 1 if the TOSA will no longer be in TOSA assignment for the following year.

#### Legal References:

Minn. Stat. § 122A.40 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (Boards of Independent School Districts)

#### Policy

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