

## ARTICLE XII - INVOLUNTARY TRANSFER

It is the intent of this Article that unit members being considered for involuntary transfer have the opportunity to apply for posted vacancies as defined in Article XI, A.2.

### A. Definitions

1. Involuntary transfer is the relocation of a unit member from school to school by administrative direction and may involve relocation of unit members among two (2) or more school sites.
2. Unit members providing District-wide services supervised by central administration shall receive their assignment(s) from the District Office.
3. A vacancy is a position created by death, resignation, retirement, transfer, leaves, reassignments, and expansion of program or increased enrollment.
  - a. The Assistant Superintendent of Human Resources may declare that vacancies not be filled if the position(s) will not exist due to: Reductions in sections, reductions in program, diminished funds, obligations to employees on sabbatical leaves, declining enrollment, reduced second semester enrollment, and obligations to probationary and permanent categorically-funded personnel.
  - b. A vacancy shall not be deemed to exist as a result of:
    1. a voluntary unit member exchange; or
    2. an involuntary reassignment or transfer, unless announced as such by the Assistant Superintendent of Human Resources.

### B. Reasons

An involuntary transfer shall be initiated by the District. An involuntary transfer may occur to fill a vacancy or may occur regardless of the existence of a vacancy, and shall be based upon the legitimate educationally-related needs of the District, such as:

1. Staff, student and/or program needs as determined by the Superintendent.

Upon request by the unit member involved, the Superintendent shall put his/her reasons in writing.

2. Unit budget recommendations;
3. Meeting legal requirements, such as Title IX and Affirmative Action;
4. Declining student enrollment.

C. Procedure

1. Unit members being recommended for involuntary transfer shall be notified by January 10th for the spring semester and by May 15th for the following school year, except where good cause exists. Good cause exists if the district or school program experiences unanticipated enrollment changes or budgetary shortfall on or after these dates. Good cause may also be identified in agreement between the Federation and the District for other unanticipated factors.
2. Criteria for involuntary transfer:
  - a. Contribution which the transfer can make toward strengthening the total educational program of the District, as determined by the Administration.
  - b. Appropriate credential authorizing service in the assignment.
  - c. Constraints of Title IX and Affirmative Action laws and regulations.
  - d. Past experience and/or appropriate major/minor shall be given consideration.
3. A recommendation to involuntarily transfer a unit member shall take place only after a meeting or consultation between the unit member and his/her administrator. Within three (3) days, the site administrator shall provide the unit member with a written summary of the conference. The summary shall be on file in the Human Resources Office, but not in the employee's personnel file. If, after two (2) days and a concerted effort to meet or consult with the unit member, the site administrator finds that the teacher is unavailable, a written communication placed in the unit

member's mailbox and sent to the last home address via registered mail shall be used. The unit member shall have three (3) weeks to respond from the date of mailing until August 1st; after that, one (1) week. If the unit member fails to respond to the registered letter, the involuntary transfer recommended shall take place.

4. Upon request, the Superintendent shall meet with the unit member being considered for involuntary transfer.
5. Recommended transfers shall be acted upon by the Superintendent as soon as possible, based on availability of all parties involved in the decision, or their designees. Upon written request from the transferee, the Superintendent shall give in writing the reason(s) for the transferee's involuntary transfer. The written request and the written response shall be on file in the Human Resources Department, but not in the employee's personnel file.
6. Involuntary transfer of the same teacher shall not be made more than twice within a four (4) year period.
7. The District shall transport all materials being moved from one school site to another, provided that the transferee prepares such materials for movement.
8. In the event of an involuntary transfer, at the discretion of the involuntarily transferred employee, the employee will inform the Assistant Superintendent of Human resources of his/her choice to either accept a \$300.00 packing/unpacking stipend or two (2) days release time. Said release time is to be expended on mutually agreed upon dates between the transferee and the site administrator involved.
9. In the event of involuntary transfer, the unit budget for the transferee's school shall receive an allocation of \$300 per transferee from the District budget, to be used to purchase instructional materials for the classroom.
10. Prior to a grievance beginning at Level II, the unit member must have requested in writing the reasons for the reassignment.

D. Appeal

1. Procedural aspects of these Articles shall be grievable.
2. The reasons for involuntary transfer shall not be grievable, but may be appealed to the Board of Education. The decision of the Board shall be final. The teacher(s) involved shall have the right to representation of their choice.

An employee who has been involuntarily reassigned or transferred into a teaching assignment may voluntarily request the assistance of Subject Area Specialists as outlined in the Peer Assistance and Review Program Sideletter for the first year of his/her new assignment. Such participation in the program shall not be a part of the teacher evaluation and shall not be placed in the teacher's personnel file.