

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**April 10, 2023**

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**ARTICLE 12. TRANSFER POLICIES**

~~During the 2021-2022 school year, the Parties will convene a special committee on transfer procedures as follows:~~

- ~~a. Each Party will have four (4) representatives.~~
- ~~b. The Committee will meet for the first time on or before August 30, 2021 to draft a framework for a transfer process that is clear, meets the needs of both Parties, and acknowledges the impacts of declining enrollment within the District on the transfer process.~~
  - ~~i. The Committee will meet, at minimum, monthly with the goal of reaching a jointly recommended process no later than January 31, 2022.~~
  - ~~ii. The Committee will present the joint recommendation to SDEA/District bargaining teams for tentative agreement.~~
  - ~~iii. Any tentative agreement resulting from this process shall be subject to the ratification process utilized by the Parties for changes to the CBA.~~

The Parties continue to collaborate on the development and implementation of a new transfer process and agree to reopen negotiations on this Article 12 - Transfers Policies during the term of this Agreement.

**Section 12.1: DEFINITIONS**

- 12.1.1. Transfer. A "transfer" is a change of a unit member from one school site or program to another school site or program with a different cost center. Transfers may be voluntary, initiated by the unit member; or involuntary, initiated by the District.
- 12.1.2. School Opening. A new educational facility opening where none had existed before or where a school had previously been closed and then reopened.
- 12.1.3. School Closing. A school is closed when the existing educational program is removed from the facility or when otherwise determined by the District.

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- 12.1.4. School Grade-span Organizational Change. A grade-span change occurs when one or more grade levels are added to or deleted from a school without changing the basic educational philosophy.
- 12.1.5. School Reorganization. A change in the basic educational philosophy of the school. Examples: a 7-9 junior high school becomes a 6-8 middle school, a 7-9 junior high school becomes a continuation high school, change from a non-magnet to a magnet school.
- 12.1.6. Vacancy. A known vacancy is created by retirement, or other separation which has been accepted by the Board of Education, or results from an approved increase in positions, or from approved transfers.
- 12.1.7. Temporary Vacancy. A one-year vacancy created by a unit member taking a one-year leave of absence for the following school year, which shall be posted as a one-year vacancy for said school year. A unit member who accepts or is assigned to a one-year vacancy at a site shall be in excess at the end of the year unless there is a vacancy for which the member is qualified and credentialed at the site for the following year.
- 12.1.8. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.
- 12.1.9. Itinerant Assignment. A position which may provide services to students of more than one site and which is assigned to a central office department.
- 12.1.10. Priority Consideration. Status provided to a unit member who is in excess, who is returning from a long-term leave of absence of more than one (1) year, who is assigned to a school that is going to be closed per Section 12.1.3., or who has rejected a magnet focus change in accordance with Section ~~12.14~~ 12.11. A unit member with priority consideration is ensured an interview if they are one of the six (6) most senior applicants with priority consideration (in accordance with Section 12.2.1.5) ~~and shall be selected for a vacancy regardless of seniority~~, unless there is an overriding issue of qualifications based on objective criteria as established in the posting ~~or there are fewer than five (5) candidates with priority consideration routed for a posting. If fewer than five (5) candidates with priority consideration are routed, Human Resources will also route the most senior voluntary transfer candidates who have bid for the position and have been deemed qualified by the Human Resources Division. One of the five (5) routed candidates shall be selected. If not selected through the routing and interview process (Section 12.2.1), a unit member with priority consideration shall be assigned through the seniority based preference process (Section 12.2.2).~~ It is assumed that a unit member who exercises priority consideration status to obtain an assignment accepts the educational philosophy of the school/program. Priority consideration expires upon the placement of the unit member in a position or by September 1, whichever comes first.

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12.1.11. Priority Staffing School. The following categories of schools will be considered priority staffing schools and shall be staffed in accordance with ~~s~~Section ~~12.3.1-~~12.4.1. of this Article. Posted positions at these schools will not be subject to priority consideration.

~~a.~~12.1.11.1. A school which has more than thirty percent (30%) of the total assigned certificated staff, for a period of two (2) or more consecutive years, who have not reached their second year of permanent status. Such schools are typically characterized by a higher-than-average turnover rate and a lower-than-average response to positions available during post and bid ~~periods~~, or

~~b.~~12.1.11.2. Low Performing Schools. The District shall provide the Contract Administration Committee (CAC) with information from the California School Dashboard regarding the District's lowest performing schools. The Committee shall create a list of "Low Performing Schools" no later than January 31 each year. The number of schools designated as low performing shall not exceed twenty percent (20%) of the total number of schools in the District, unless there is mutual agreement between the Association and the District. If the CAC does not reach agreement on the list of schools identified, the Superintendent shall make a final determination.

**Section 12.2: ANNUAL POST AND BID**

12.2.1. The Human Resource Services Division will post electronically a list of known vacancies for the following year. The Human Resources Services Division will electronically post an administrative circular prior to ~~May~~ the Annual Post opening and will notify all bargaining unit members via email when the ~~May~~ Post opens and when any positions are added to the ~~May~~ Post. The ~~May~~ Post shall be provided to the Association electronically ~~and/or hard copy~~. The following timelines and process shall apply:

~~a.~~12.2.1.1. The Post will begin no later than May 10.

~~b.~~12.2.1.2. The Post shall include all known vacancies for the following year. Each posted vacancy will show: location, credential required, ~~major and minor field subject area~~ or grade level, duties, responsibilities, program description, and physical setting. The Transfer Monitoring Committee shall review postings.

12.2.1.2.1. The site or program administrator responsible for developing job postings shall provide the Association representative with the opportunity to review and sign the list of proposed postings prior to forwarding to the Human Resource Services Division, for editing and final posting. In the event that the Association representative is unavailable, the administrator shall forward a copy of the postings to the Association at the same time that the postings are forwarded to the Human Resource Services Division.

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12.2.1.2.2. Extended Day Postings. Site administrators shall poll their staffs as to interest and qualifications in accepting an available extended day assignment. The District shall have the right to require extended day assignments for related vacancies (e.g., English/School Newspaper, Science/Science Fair Sponsor, Physical Education/Athletics). When more than one (1) vacancy is posted for a site and more than one (1) unrelated extended day assignment must also be staffed, all of the available extended day assignments will be advertised with each vacancy. Unit members who interview for such vacancies shall indicate their preference of and qualifications for an extended day assignment. In the event a qualified unit member cannot be found to fill a combined vacancy and extended day assignment, the vacancy may be filled at the discretion of the District.

12.2.1.3. From the date the Association receives its official copy ~~on May 10~~, unit members will have a minimum of ten (10) calendar days to review and bid on posted positions. No new bids will be accepted after the ~~May-Post~~ period closes. If a position on the ~~May-Post~~ is delayed or modified, the bid acceptance for that one position will be extended for a like number of days.

~~e.~~12.2.1.4. Following the close of the Post, the Human Resource Services Division shall have ten (10) workdays to route qualified applicants to the school/program administration. ~~Awarding- Routing of positions-applicants~~ will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member ~~meet~~ has met all state and federal requirements and has the required credential for the assignment on file with the District at the time of the closing of the posting period.

12.2.1.4.1. Unit members who have received a remediation plan or whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure. (Also reference 14.6.3.4.)

12.2.1.4.2. Unit members assigned to a position requiring a Special Education credential shall be limited to transfer only within the Special Education Program during their probationary period with the District. Prior to participating in post and bid and/or submitting a transfer to the new position, the unit member must attain permanent status.

12.2.1.5. The Human Resource Services Division will route up to twelve (12) applicants for site/program administration to consider, including up to six (6) of the most senior applicants with priority consideration and up to six (6) of the most senior voluntary transfer applicants who have bid on the position and have been deemed

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~~qualified by Human Resources. The District Site/program administration must interview all priority consideration applicants and may interview voluntary transfer applicants, and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division list of routed applicants.~~

~~d.12.2.1.6. Site/program selections shall be made within thirty (30) ten (10) calendar days of the date that site/program administrators are provided with the names of initial list of eligible bidders applicants by the Human Resource Services Division. Upon selection by the school site/program, site/program administration will make immediate written notification to the selected unit member and Schools will notify applicants of the results of the site selection process who are not selected.~~

12.2.1.7. ~~Bidders~~ Unit members may refuse to accept a bid-upon position at the time of the offer or within forty-eight (48) hours or other mutually agreed-upon period of time following the offer. ~~Schools will notify applicants of the results of the site selection process.~~ A unit member who has accepted a bid-upon position shall be ineligible to participate in post and bid until the following May-Post.

12.2.1.8. In cases where site selections are not made within the established timelines, the Human Resource Services Division will assign qualified unit members according to seniority.

~~e.12.2.1.9.~~ A unit member who is to be transferred as a result of a bid shall be notified in writing by Human Resource Services Division by June 30.

~~The list for the May Post will be provided to the Association electronically and/or hardcopy. Any vacancy filled by a leave replacement teacher (that is not being held for a unit member returning from leave of absence) after October 31 shall be posted during the following May posting period. Site selections shall be made within thirty (30) calendar days of the date that site administrators are provided with the names of eligible bidders by Human Resource Services Division. In cases where site selections are not made within the established timelines, the Human Resource Services Division will assign qualified unit members according to seniority.~~

## 12.2.2. Priority Consideration Assignments Following the Post.

12.2.2.1. Positions available immediately following the ~~May~~ Annual Post shall first be offered in seniority order to qualified unit members who are in priority consideration status and who were not assigned during the Annual Post. Human Resources will implement the following process for these placements:

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~~a-12.2.2.1.1.~~ Human Resources will notify employees of the process and timeline the day prior to the distribution of positions.

~~b-12.2.2.1.2.~~ Human Resources will implement an electronic process that allows unit members to rank all available positions for which they are qualified and credentialed in order of preference. ~~Human Resources will assign these unit members in seniority order according to preference.~~ Unit members shall have forty-eight (48) hours to rank the available positions.

~~c-12.2.2.1.3.~~ Human Resources will assign ~~these~~ unit members in seniority order according to preference. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources. A unit member with priority consideration shall be required to accept a position for which ~~he/she is~~ they are qualified and assigned based on this process. The unit member's priority consideration status shall expire upon such placement.

12.2.3. Other Suitable Vacancies. If a unit member is transferred to a vacancy which does not materialize, ~~he/she~~ the unit member may, by mutual agreement with the site supervisor, be placed in another appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the Human Resource Services Division.

~~12.2.2. Each posted vacancy will show: location, credential required, major and minor field or grade level, duties, responsibilities, program description, and physical setting. The Transfer Monitoring Committee shall review postings.~~

~~12.2.3. No new bids will be accepted after the May Post period closes. If a position on the May Post is delayed or modified, the bid acceptance for that one position will be extended for a like number of days.~~

~~12.2.4. Extended Day Postings. Site administrators shall poll their staffs as to interest and qualifications in accepting an available extended day assignment. The District shall have the right to require extended day assignments for related vacancies (e.g., English/School Newspaper, Science/Science Fair Sponsor, Physical Education/Athletics). When more than one (1) vacancy is posted for a site and more than one (1) unrelated extended day assignment must also be staffed, all of the available extended day assignments will be advertised with each vacancy. Unit members who interview for such vacancies shall indicate their preference of and qualifications for an extended day assignment. In the event a qualified unit member cannot be found to fill a combined vacancy and extended day assignment, the vacancy may be filled at the discretion of the District.~~

~~12.2.5. Awarding of positions will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member meet all state and federal~~

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requirements and has the required credential for the assignment on file with the District at the time of the closing of the posting period.

~~12.2.6. The District may interview and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division. Unit members with an applicable minor may be considered for vacancies that receive less than five (5) qualified bidders with the appropriate required major under the following conditions:~~

~~12.2.6.1. Priority consideration shall not apply.~~

~~12.2.6.2. The District shall not be required to select a unit member with a minor even though he/she is included among the top five (5) most senior applicants.~~

~~12.2.7. A unit member who is to be transferred as a result of a bid shall be notified, in writing, of the transfer as soon as possible, but not later than the end of the spring semester. Bidders may refuse to accept a bid upon position at the time of the offer or within forty eight (48) hours or other mutually agreed upon period of time following the offer. Schools will notify applicants of the results of the site selection process. A unit member who has accepted a bid upon position shall be ineligible to participate in post and bid until the following May Post.~~

~~12.2.8. Unit members who have received a remediation plan or whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure. (Also reference 14.6.3.4.)~~

~~12.2.9. Unit members assigned to a position requiring a Special Education credential shall be limited to transfer only within the Special Education Program during their probationary period with the District. Prior to participating in post and bid and/or submitting a transfer to the new position, the unit member must attain permanent status.~~

~~12.2.10. The site or program administrator responsible for developing job postings shall provide the Association representative with the opportunity to review and sign the list of proposed postings prior to forwarding to the Human Resource Services Division, for editing and final posting. In the event that the association representative is unavailable, the administrator shall forward a copy of the postings to the Association at the same time that the postings are forwarded to the Human Resource Services Division.~~

### **Section 12.3: TRANSFER MONITORING COMMITTEE**

~~12.2.11. Transfer Monitoring Process. The District and the Association agree to review and monitor post and bid and excessing procedures as they are implemented, to respond to inquiries from the District or the Association, to determine the date and scope of any early~~

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~~spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.~~

12.3.1. Structure. The Parties agree to establish a Transfer Monitoring Committee composed of an equal number of representatives appointed by the Association and representatives appointed by the District.

12.3.2. Purpose. The purpose of this Committee shall be to review and monitor post and bid and excessing procedures as they are implemented and to resolve transfer issues which may arise from time to time during the term of this Agreement.

12.3.3. Authority. The Committee shall have the authority to resolve transfer issues subject to ratification by the Association and the District as appropriate.

12.3.4. Meeting Schedule. The Committee shall meet as determined by mutual agreement. Meeting times and locations shall be by mutual agreement.

12.3.5. Annual Transfer Information Request.

~~1.12.3.5.1.~~ At least three (3) work days prior to the opening of ~~May~~ Annual Post and Bid, the District shall provide:

~~a.12.3.5.1.1.~~ Copies of all postings that will be open.

~~b.12.3.5.1.2.~~ A list of all SDEA bargaining unit members serving under a temporary contract for the current school year, which should include the employee's name, current work site, type of temporary contract, credentials, and if the current position has been eliminated in the following school year.

~~c.12.3.5.1.3.~~ A list of all vacant SDEA bargaining unit positions which are planned for elimination for the next school year. For each position, include work site, full time equivalency, subject area, and reason for elimination.

~~d.12.3.5.1.4.~~ A list of all employees who were excessed during the current school year. For each employee include: employee's name, current work site, full time equivalency, subject area being eliminated, reason for excessing, and date of written notification of excessing.

~~e.12.3.5.1.5.~~ A list of all schools in the following areas: priority staffing schools; ~~integration programs;~~ magnet schools; and school reorganizing, closing, or opening for the next school year.

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~~f.12.3.5.1.6.~~ A list of all unit members whom the District currently knows will be on a leave of absence for the following school year and their current work site if applicable.

~~g.12.3.5.1.7.~~ A list of all unit members who have transferred between the start of the second semester of the previous school year to the start of the second semester of the current school year. This report should include the employee's name, previous location, current location, effective date of transfer, and reason for transfer.

~~2.12.3.5.2.~~ Within one (1) month of the close of the May Annual Post and Bid, the District will provide:

~~12.3.5.2.1.~~ A list of unit members who bid on all positions during the Post and Bid;

~~12.3.5.2.2.~~ A routed applicant report; and

~~12.3.5.2.3.~~ A list of unit members selected during May Post and Bid.

~~3.12.3.5.3.~~ By March 1, the District shall provide:

~~a.12.3.5.3.1.~~ The student enrollment estimates/forecasts for the following school year for all District programs and school sites.

~~b.12.3.5.3.2.~~ The current/active District enrollment reports for all District programs and school sites if they are no longer posted on the Pupil Accounting webpage.

~~12.2.12. Voluntary Transfers from May Post and Bid to July 1.~~ Unit members may submit electronic voluntary transfer forms at any time during the year if they wish to voluntarily transfer outside of May Post and Bid. The forms expire annually on July 1.

~~For vacancies reported during this time, Human Resources will send the seven (7) unit member with the greatest seniority, who requested the transfer and have been deemed qualified by Human Resource Services Division. Site administrators may interview and may select one (1) of the seven (7) unit members sent by Human Resources. Voluntary transfers will consider the educational needs of the District and the qualifications and requests of the unit member.~~

~~12.2.13. Transfers Within Early Childhood Education Programs.~~ Transfers within the Early Childhood Education Programs will be processed through the District office responsible for the program. A listing of vacancies will be posted in each Early Childhood Education Program site. Human Resource Services Division, will have posted electronically a list of

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~~known vacancies. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, including full day or am/pm session, special education blended classroom, unit member calendar, language, and other stated needs.~~

~~12.2.14. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular post and bid procedures established in this Section.~~

~~12.2.15. Excessed unit members assigned to central office programs, or other assignments not associated with levels (elementary, middle, or senior high), who have priority consideration will be given priority consideration for available positions for which they hold a current and valid credential. (Note: this language is a result of the grievance G-10-035.)~~

**Section 12.34: EXCEPTION TO POST AND BID PROCEDURES**

12.4.1. Integration Magnet Programs and Priority Staffing Schools. For staffing of all integration magnet program positions (except for initial staffing of magnet schools) and priority staffing schools, the District will select the unit member to fill the vacancy from among all qualified applicants.

12.4.2. Position Vacancy Announcements. Vacancies not staffed internally at a site and normally advertised outside the post and bid period may include Central Office Resource Teachers, In-School Resource Teachers, Elementary Counselors, Head Counselors, Secondary Counselors, Library Media Teachers, Senior Speech-Language Pathologists, ~~and School Psychologists~~, and Senior School Psychologists. Such vacancies may be posted for a minimum of ten (10) calendar days. Except for Central Office Resource Teacher positions, the District may interview and select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest ~~and~~ District seniority, have applied for the position, and have been deemed qualified by the Human Resource Services Division. Full-time District Counselor position vacancies assigned to two (2) or more work locations will be advertised; however, it is understood that the combination of work locations and the school calendar to which the position is assigned may change from year to year. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

12.4.3. Central Office Resource Teachers. The District may interview and will select from among all Central Office Resource Teacher applicants who have been deemed qualified by the Human Resource Services Division. All advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school ~~are~~ is highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

12.4.4. Transfers Within Early Childhood Education Programs. Transfers within the Early Childhood Education Programs will be processed through the District office responsible for the program. ~~A listing of vacancies will be posted in each Early Childhood Education~~

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~~Program site. Human Resource Services Division, will have posted electronically a list of known vacancies. A list of known vacancies will be posted electronically and will be emailed to ECE unit members by the Human Resource Services Division.~~ Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, including full day or am/pm session, special education blended classroom, unit member calendar, language, and other stated needs.

12.4.4.1. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular post and bid procedures established in this ~~Section~~ Article.

**~~Section 12.4: COLLEGE AND CAREER TECHNICAL EDUCATION (CCTE) TRANSFERS~~**

12.4.5. College and Career Technical Education (CCTE) Transfers.

12.4.5.1. It is understood that regular contract positions which include a partial CCTE assignment will be posted in accordance with Section 12.2.

12.4.5.2. Vacant positions funded exclusively by the CCTE Program shall be filled first by qualified CCTE unit members who are in excess status.

12.4.5.3. Transfers to fill positions funded exclusively by the CCTE program will be processed through the College, Career and Technical Education Department. Postings of known, funded vacancies in this program shall be distributed to all CCTE unit members. CCTE unit members who wish to transfer into such vacancies may file a request to transfer. The District may interview and will select from seven (7) CCTE unit members who have filed a request to transfer, and have been deemed qualified. A qualified CCTE unit member is one who holds the appropriate credential for the position to be filled, whose most recent summary evaluation is effective and who meets the criteria specified in the postings.

12.4.5.4. CCTE unit members will also be entitled to participate in regular post and bid procedures established in Section 12.2.

12.4.5.5. CCTE unit members who are to be offered a Probationary 0 contract for the following school year shall receive the offer no later than March 15 of the current school year, concurrent with the notice of expiration of their current employment contract, unless prevented by unforeseen circumstances.

**~~Section 12.5: CENTRAL OFFICE RESOURCE TEACHERS~~**

~~The District may interview and will select from among all Central Office Resource Teacher applicants who have been deemed qualified by the Human Resource Services Division. All~~

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advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school are highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

**Section 12.6: INTERN ACCESS TO POST AND BID**

12.4.6. Intern Access to Post and Bid. As vacant positions not filled by contract unit members become available, interns who successfully complete their specific intern program shall be provided the opportunity to interview, along with other qualified candidates in the May Annual Post period.

**Section 12.75: INVOLUNTARY TRANSFERS**

~~12.7.1. Administrative. When the supervisor believes that the best interests of the District, the pupils, or the unit member will be served by an administrative transfer, he/she shall file with the appropriate division head a written request stating the reason(s) for such a transfer. Administrative transfers provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14 — Evaluation or Article 33 — Letters of Reprimand and Suspensions.~~

~~The reason(s) for administrative transfer shall not be arbitrary or capricious. Administrative transfers cannot be based on a bargaining unit member's actions that are protected (e.g. Association meetings, representing SDEA members at conferences, working to rule, etc.) When a bargaining unit member's action is not protected, the site administrator is to determine if the action can be addressed through Article 14 — Evaluation or Article 33 — Letters of Reprimand and Suspensions. When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 33, the unit member will be entitled to the following elements of due process and the procedure outlined below will be followed.~~

~~The unit member will be entitled to the following elements of due process:~~

~~12.7.1.1. Due Process~~

~~12.7.1.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefor.~~

~~12.7.1.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.~~

~~12.7.1.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.~~

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~~12.7.1.1.4. Administrative transfers may be appealed through the grievance procedure.~~

~~12.7.1.2. Administrative Transfer Process~~

~~12.7.1.2.1. It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions that lead to the consideration of an administrative transfer must be based on the negative impact of the behavior/action and in the best interests of the District, school, pupils, and the unit member.~~

~~12.7.1.2.2. There must be a factual basis for the contemplated transfer. The site administrator's belief is to be based on negative impacts at the site that are supported with documentation (evidence).~~

~~12.7.1.2.3. Notice: If the site administrator believes there is evidence to support the possible administrative transfer, the site administration shall meet with the bargaining unit member to discuss the behavior/actions, its negative impact and the possible consequences of continuing the behavior. Specifically, the possibility of an administrative transfer must be discussed:~~

~~a. During this conference, the site administrator shall notify the bargaining unit member of expectation(s) for future behavior(s) and a time frame to meet those expectation(s).~~

~~b. In addition, as appropriate, the site administrator will inform the bargaining unit member of supports that will be provided to mitigate the behavior/action.~~

~~c. Throughout this process, the site administrator shall create a written record of the conferences and interventions with the bargaining unit member. The written record shall not be placed in the site or central office personnel files of the bargaining unit member. The unit member shall receive copies of all documentation and have the right to respond.~~

~~12.7.1.2.4. When the site administrator determines they will recommend an administrative transfer, the unit member shall receive notification as required in Section 12.7.1.1.~~

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~~12.7.1.2.5. The division administrator makes final determination on the recommendation. If the recommendation is approved, the division administrator will notify the bargaining unit member in writing:~~

~~a. This notification shall occur at least three (3) workdays in advance of the transfer as required by Section 12.9.1.~~

~~12.7.2. Extended Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended day service may be involuntarily transferred if he/she refuses to provide such service within five (5) years of such employment, transfer or retention. This Section does not apply to high school physical education teachers who may be administratively transferred under Section 12.7.1. unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.~~

*The Parties agree that staffing adjustments during the school year disrupt instructional stability and can negatively impact students and educators. In order to improve stability at sites and minimize involuntary transfers during the school year, it is the Parties' intention to explore a process which would allow for staffing adjustments to be made based on actual enrollments prior to the start of the school year. It is the desire of the Parties to begin phasing out involuntary transfers based on enrollment during the school year in the 2024-2025 school year.*

~~12.5.1. Reduction of Staff. Involuntary transfers to reduce staff may be made at the end of the school year based upon enrollment estimates and during the year based upon actual enrollments. The supervisor shall determine the level (TK-3, 4-6), the subject area, or program to be reduced. Elementary site administrators shall poll their staffs as to qualifications for an interest in changing levels.~~

~~12.5.1.1. Volunteers may be transferred to achieve the desired reduction. If no unit member volunteers for transfer, the unit member who has the least seniority at the level, in the subject area, or with the affected program shall be transferred. However, a unit member who has taught in the District for at least two (2) school years in a different subject, or program, or level within the last nine (9) years, or at least one (1) school year within the last five (5) years, and is deemed qualified by the Human Resource Services Division may exercise seniority rights within that other subject, level, or program.~~

~~12.5.1.2. When October enrollment justifies, a unit member may be returned to his/her/their site with the agreement of the division head. A unit member involuntarily transferred after October 15 will not be transferred again during the same year for the same purpose.~~

~~12.5.1.3. Counselors who are deemed in excess shall be placed on an interview list and considered for vacant counseling positions during the next school year.~~

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12.5.1.4. Unit members being transferred during the year under the provisions of Section ~~12.7.3-12.5.1.~~ shall be transferred using the following process:

~~a.12.5.1.4.1.~~ Human Resources will notify employees of the process and timeline the day prior to the distribution of positions.

~~b.12.5.1.4.2.~~ Human Resources will implement an electronic process that allows unit members to rank all available positions for which they are qualified and credentialed in order of preference. ~~Human Resources will assign these unit members in seniority order according to preference.~~ Unit members shall have forty-eight (48) hours to rank the available positions.

~~c.12.5.1.4.3.~~ Human Resources will assign ~~these~~ unit members in seniority order according to preference. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources.

12.5.2. Extended-Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended-day service may be involuntarily transferred if ~~he/she~~ they refuses to provide such service within five (5) years of such employment, transfer or retention. This Section does not apply to high school physical education teachers who may be administratively transferred under Section ~~12.7.1-12.5.5.~~ unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.

12.5.3. Indispensable Services. Unit members in key positions may be protected from involuntary transfer. Key positions are: (1) those positions where there is no available and qualified unit member on site to fill the position, or (2) one of the following positions:

12.5.3.1. Gifted teaching positions requiring special credentials or District Certification.

12.5.3.2. Special Education positions requiring Special Education credentials and Resource Specialists.

12.5.3.3. Elementary Library Media Teachers, Secondary Library Media Teachers, and Head Media Center Librarians.

12.5.3.4. Bilingual and English as a Second Language positions.

12.5.3.5. Continuation (Opportunity School) positions.

12.5.3.6. District Reading teachers.

12.5.3.7. Inschool Counselors and Senior School Psychologists.

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12.5.3.8. Senior High positions involving extended-day pay.

12.5.3.9. Itinerant unit members and unit members budgeted to divisions other than Office of Instructional Support.

12.5.4. ~~Class Reorganization~~. Unit members will not be ~~reassigned~~ ~~involuntarily transferred~~ due to declining enrollment after October 31, except in the case of severe declining enrollments caused by circumstances beyond the District's control.

12.5.5. Administrative. When the supervisor believes that the best interests of the District, the pupils, or the unit member will be served by an administrative transfer, ~~he/she~~ they shall file with the appropriate division head a written request stating the reason(s) for such a transfer. Administrative transfers provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14 – Evaluation or Article 33 – ~~Letters of Reprimand and Suspensions~~ Discipline.

The reason(s) for administrative transfer shall not be arbitrary or capricious. Administrative transfers cannot be based on a bargaining unit member's actions that are protected (e.g. Association meetings, representing SDEA members at conferences, working to rule, etc.). When a bargaining unit member's action is not protected, the site administrator is to determine if the action can be addressed through Article 14 – Evaluation or Article 33 – ~~Letters of Reprimand and Suspensions~~ Discipline. When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 33, the unit member will be entitled to the following elements of due process and the procedure outlined below will be followed.

~~The unit member will be entitled to the following elements of due process:~~

12.5.5.1. Due Process

12.5.5.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefore.

12.5.5.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.

12.5.5.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.

12.5.5.1.4. Administrative transfers may be appealed through the grievance procedure.

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### 12.5.5.2. Administrative Transfer Process

- 12.5.5.2.1. It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions that lead to the consideration of an administrative transfer must be based on the negative impact of the behavior/action and in the best interests of the District, school, pupils, and the unit member.
- 12.5.5.2.2. There must be a factual basis for the contemplated transfer. The site administrator's belief is to be based on negative impacts at the site that are supported with documentation (evidence).
- 12.5.5.2.3. Notice: If the site administrator believes there is evidence to support the possible administrative transfer, the site administration shall meet with the bargaining unit member to discuss the behavior/actions, its negative impact and the possible consequences of continuing the behavior. Specifically, the possibility of an administrative transfer must be discussed:
- a-12.5.5.2.3.1. During this conference, the site administrator shall notify the bargaining unit member of expectation(s) for future behavior(s) and a time frame to meet those expectation(s).
  - b-12.5.5.2.3.2. In addition, as appropriate, the site administrator will inform the bargaining unit member of supports that will be provided to mitigate the behavior/action.
  - e-12.5.5.2.3.3. Throughout this process, the site administrator shall create a written record of the conferences and interventions with the bargaining unit member. The written record shall not be placed in the site or central office personnel files of the bargaining unit member. The unit member shall receive copies of all documentation and have the right to respond.
- 12.5.5.2.4. When the site administrator determines they will recommend an administrative transfer, the unit member shall receive notification as required in Section ~~12.7.1.1-~~12.5.5.1.
- 12.5.5.2.5. The division administrator makes final determination on the recommendation. If the recommendation is approved, the division administrator will notify the bargaining unit member in writing:

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- a.~~12.5.5.2.5.1.~~ This notification shall occur at least three (3) workdays in advance of the transfer as required by Section ~~12.9.1-12.6.1.~~

**Section 12.8: MISCELLANEOUS TRANSFER PROVISIONS**

~~12.8.1. Return From Leave. Unit members returning from leave at the start of the school year shall notify the Human Resource Services Division, by March 15 of the preceding year. Failure to do so will deny the unit member any rights under the post and bid system.~~

~~12.8.2. Other Suitable Vacancies. If a unit member is transferred to a vacancy which does not materialize, he/she may, by mutual agreement with the site supervisor, be placed in another appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the Human Resource Services Division.~~

~~12.8.3. Annual Transfer Information Request.~~

- ~~1. At least three (3) work days prior to the opening of May Post and Bid, the District shall provide:
  - ~~a. Copies of all postings that will be open.~~
  - ~~b. A list of all SDEA bargaining unit members serving under a temporary contract for the current school year, which should include the employee's name, current work site, type of temporary contract, credentials, and if the current position has been eliminated in the following school year.~~
  - ~~c. A list of all vacant SDEA bargaining unit positions which are planned for elimination for the next school year. For each position, include work site, full time equivalency, subject area, and reason for elimination.~~
  - ~~d. A list of all employees who were excessed during the current school year. For each employee include: employee's name, current work site, full time equivalency, subject area being eliminated, reason for excessing, and date of written notification of excessing.~~
  - ~~e. A list of all schools in the following areas: priority staffing schools; integration programs; magnet schools; and school reorganizing, closing, or opening for the next school year.~~
  - ~~f. A list of all unit members whom the District currently knows will be on a leave of absence for the following school year and their current work site if applicable.~~~~

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- ~~g. A list of all unit members who have transferred between the start of the second semester of the previous school year to the start of the second semester of the current school year. This report should include the employee's name, previous location, current location, effective date of transfer, and reason for transfer.~~
- ~~2. Within one (1) month of the close of the May Post and Bid, the District will provide a routed applicant report and a list of unit members selected during May Post and Bid.~~
- ~~3. By March 1, the District shall provide:
  - ~~a. The student enrollment estimates/forecasts for the following school year for all District programs and school sites.~~
  - ~~b. The current/active District enrollment reports for all District programs and school sites if they are no longer posted on the Pupil Accounting webpage.~~~~

**Section 12.96: RIGHTS OF TRANSFERRED UNIT MEMBERS**

- 12.6.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer. Unit members transferred under the provisions of ~~12.7.3. Section 12.5.1.~~ for the following school year will receive a written notification prior to the start of May the Annual Post and Bid.
- 12.6.2. Preparation for Moving. Release time should be provided for unit member(s) being transferred. Unit members shall be provided oOne (1) day of duty free moving/preparation/orientation time at their current school and one (1) day shall be provided at the receiving school. If a unit member elects to move/prepare on a non contract day, they shall be provided up to two (2) days of pay at the unit member's daily rate of pay.
- 12.6.3. Custodial Services. Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.
- 12.6.4. Support Plan. Unit members involuntarily transferred to teach in a credential area they have not taught in the past five (5) years, or who are being moved more than two (2) grade levels, shall be entitled to request a support plan in accordance with Section 8.17.2.

**Section 12.107: SCHOOL OPENING**

School openings shall be staffed solely in accordance with the provisions of this Section and without regard to provisions contained in other sections of this Article.

- 12.7.1. Whenever a new school is to be opened, an effort will be made to identify at least fifty percent (50%) of the expected vacancies at least four (4) months prior to the scheduled opening.

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12.7.2. Selection of the staff for the new school shall be by the post and bid system as follows:

12.7.2.1. First Post (as soon as practicable). Up to fifty percent (50%) of the expected positions will be posted. The District will select the unit members to fill the vacancy from all ~~d~~District applicants deemed qualified by the Human Resource Services Division.

12.7.2.2. May Annual Post. All remaining vacancies will be filled by following normal post and bid procedures.

**Section 12.448: SCHOOL REORGANIZATION**

A reorganized school shall be staffed first by unit members currently assigned to the affected schools who bid on posted positions and are deemed qualified by the Human Resource Services Division. Remaining vacancies may be filled by the District in accordance with Section 12.2.

**Section 12.429: SCHOOL CLOSING**

Unit members transferred as a result of a school closing shall be given priority consideration for available vacancies at other sites for which they are properly credentialed and qualified, except that such unit members shall have no priority consideration for positions at the school in the event it is reopened.

**Section 12.4310: SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE**

Unit members in the school(s) affected may bid on vacancies for which they are qualified and shall receive priority consideration as defined in this Article.

**Section 12.4411: INITIAL STAFFING OF MAGNET SCHOOLS**

Unit members in schools which are changing or adopting a magnet focus may:

12.11.1. Request a transfer to other schools in the District.

12.11.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.

12.11.3. Be transferred under the provisions of Section ~~12.7.3-~~12.5.1., Reduction of Staff.

**Section 12.4512: MULTIPLE ASSIGNMENT POSITIONS**

When multiple assignment positions are reduced in number or consolidated, the staffing shall be accomplished as follows:

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12.12.1. The District shall identify and post all authorized multiple assignments as in Section ~~12.2.2.~~ 12.2.1.2.

12.12.2. Unit members affected by assignment consolidation shall:

12.12.2.1. Request a transfer to other schools or multiple type assignments within the District, or

12.12.2.2. Bid on any vacancies for which they are qualified, or

12.12.2.3. Be transferred under the provisions of Section ~~12.7.3.~~ 12.5.1., Reduction of Staff.

12.12.3. Qualified unit members in the affected multiple assignments will receive priority consideration over ~~all~~ District-wide applicants for the same positions. Unit members whose most recent assignment included all or part of the new multiple assignment shall receive priority consideration for placement within the new multiple assignment.

12.12.3.1. Small school sites within the same complex are not considered multiple assignment positions for the purposes of this ~~§~~Section.

12.12.3.2. When two unit members bid upon a multiple assignment, part of which each has previously occupied during the most recent year, the unit member with the greater ~~all~~ District seniority will be awarded the position.

12.12.3.3. If no unit member bidding on a new multiple assignment has a priority claim, ~~all~~ District seniority will determine the awarding of the position.

**Section ~~12.16~~13: ITINERANT UNIT MEMBER PREFERENCES**

12.13.1. The program manager/department head shall provide itinerant staff with information regarding itinerant assignment considerations which become available throughout the school year. Interested itinerant unit members may apply for such opportunities. The program manager/department head shall utilize the process created by each program in accordance with Section ~~12.16.4.~~ 12.13.4.

12.13.2. Annually by March 1, itinerant unit members shall express their preferences for work schedules within the department or division, including ~~level,~~ program, school(s) or special interests.

12.13.3. The program/department head shall provide itinerant unit members and the Program Governance Team with information regarding the assignment combinations anticipated for the ensuing school year by May 1.

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12.13.4. In accordance with the provisions set forth herein, each program/department, in consultation through the program’s governance team with all itinerant staff, will develop its own system for making assignments, based on the program’s unique needs. Assignments for the ensuing school year, contingent on student enrollment, and categorical/grant funding, will be made by the program manager/department head by the last workday of the Board-adopted traditional school calendar.

**Section 12.1714: SENIOR SPEECH-LANGUAGE PATHOLOGISTS AND SCHOOL PSYCHOLOGISTS**

Senior Speech-Language Pathologist and Senior School Psychologist assignments shall be rotated every three (3) years among qualified candidates.

**Section 12.1815: EXPEDITED TRANSFER GRIEVANCE PROCEDURE**

12.15.1. All transfer grievances are appealable directly to Step 2.

12.15.2. If necessary, when requesting the panel of arbitrators, Labor Relations shall request to receive a list of arbitrators who are available within sixty (60) calendar days.

12.15.3. Except as stated in Sections 12.15.1. and 12.15.2. above, all other terms and provisions of Article 15 apply to expedited transfer grievances.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* April 11, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Acacia Thede* April 10, 2023  
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Acacia Thede Date  
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:  
*Kyle Weinberg* April 11, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Abdul Sayid* April 11, 2023  
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Abdul Sayid Date  
Executive Director

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