

**Side Letter Agreement  
Between The  
San Diego Unified School District  
And The  
San Diego Education Association**

**Initial Implementation of 2024-2025 Pilot Minimizing Fall Transfers  
and a New Article 12 – Transfer Policies**

**April 12, 2024**

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties” have agreed to this Side Letter Agreement (“Agreement”) to implement initial changes to Article 12 – Transfer Policies that will be piloted for the 2024 Annual Post and Bid.

WHEREAS, the Parties agreed to implement a transfer process for the 2024-2025 school year, which will minimize the need for involuntary transfers based on enrollment during the school year, in alignment with the Parties’ intention to phase out involuntary transfers during the school year; and

WHEREAS, the Parties have collaborated on changes to the 2024 Annual Post and Bid that will reduce the need for staffing adjustments made during the fall of the 2024-2025 school year; and

NOW, THEREFORE, the Parties agree to the following:

1. The following agreement shall replace portions of the transfer process found in Article 12 of the Parties’ Collective Bargaining Agreement (“CBA”) for the 2024 Annual Post and Bid.
2. Priority Consideration for the 2024 Annual Post and Bid:
  - a. “Priority Consideration” for the purposes of this Agreement is defined as:
    - i. The status conferred upon unit members who were excessed from their site or program, under Section 12.5.1 of the Parties’ CBA, or
    - ii. The status conferred upon those returning from long-term leaves of absence for the 2024 – 2025 school year, as indicated by the unit member via the current return-from-leave notification process, who do not have return rights to their former position, or
    - iii. The status conferred upon members who will be transferred under the process found in Section 12.12 of the Parties’ CBA.
  - b. All unit members with priority consideration in the 2024 Annual Post and Bid are guaranteed a position for the 2024-2025 school year.
  - c. The process in Section 12.1.10 of the CBA will be replaced by Section 3.a below.
3. For the 2024 Annual Post and Bid, the Parties shall pilot a transfer process for which the following timelines and process shall apply:

**a. Phase 1 – Transfer Process for Unit Members with Priority Consideration.**

- i. The District shall electronically post all known vacancies for unit members to bid on vacancies for which they are qualified and credentialed.
- ii. Unit members shall have 10 calendar days to bid on vacancies.
- iii. The Human Resource Services Division (HR) shall have 5 workdays to screen and route all qualified applicants with priority consideration who bid on vacancies for interviews.
  1. “Qualified Applicant” is a unit member who holds the appropriate credential for the position, as indicated in the posting.
- iv. School site or program administrators shall have 10 calendar days following the routing of qualified applicants to interview and offer positions to unit members with priority consideration.
  1. School site or program administrators shall contact routed applicants for vacancies at their site/program to provide assignment details and offer an interview.
  2. Administrators shall notify applicants of a position offer via email.
  3. Applicants not selected for a position shall be notified electronically.
  4. Unit members with priority consideration shall have 2 workdays to accept or reject a position offer.
  5. Once a unit member accepts a position, they are no longer eligible for remaining position offers, nor can they participate in any subsequent phase of the current year’s transfer process.
- v. Any vacancies not staffed through the Phase 1 process above will be filled by HR, from among the remaining qualified unit members with priority consideration, in seniority order. HR shall use the process outlined in Section 12.2.2 in the Parties’ CBA. This process shall be completed before Phase 2 begins.
  1. A unit member who is placed through this process shall have the ability to participate in Phase 3 of the Transfer Process.

**b. Phase 2 – Voluntary Transfer Process.**

- i. All vacancies remaining after the completion of Phase 1 shall be open to voluntary transfer applicants.
  1. “Voluntary Transfer Applicant” means a unit member who does not have priority consideration, and who is seeking to transfer from their current school site(s) or program assignment to another.
- ii. HR shall have 10 calendar days to screen and route all qualified applicants who bid on vacancies for consideration for interviews.
  1. “Qualified Applicant” is one who holds the appropriate credentials for the position, as indicated in the posting.
  2. HR shall route up to 6 of the most senior qualified applicants who bid on a vacancy at the site or program.
- iii. School site or program administrators shall have 5 workdays following the routing of qualified applicants to interview and offer positions to voluntary transfer applicants.

1. School site or program administrators shall contact routed voluntary transfer applicants for vacancies at their site/program to give assignment details and offer an interview.
    2. Voluntary transfer applicants shall have 2 workdays to accept or reject a position offer.
  - iv. Any vacancies not staffed through the Phase 2 process above will be staffed through the following Phase 3 process.
    - c. Phase 3 – Rolling Voluntary Transfer Process.**
      - i. All vacancies that remain, or that were created during or following Phases 1 and 2, shall be staffed on a “rolling” basis.
        1. Vacant positions shall be posted electronically on Mondays and shall remain posted for five (5) calendar days.
        2. Unit members shall be able to electronically bid on posted vacancies.
        3. HR shall route qualified applicants (internal and external) to site/department administrators.
        4. Site/department administrators shall have 5 calendar days to conduct interviews.
        5. A unit member offered a position through this process shall have 2 calendar days to accept or reject the offer.
        6. Positions not filled by school site or program administrator shall be staffed by HR.
      - ii. This process will continue until July 30, 2024. After this date, any remaining or new vacancies shall be staffed by HR.
4. This Agreement shall replace the following sections of Article 12 – Transfer Policies of the Parties’ CBA:
  - a. Sections 12.1.10 (as outlined in Section 2 above), 12.1.11, 12.2.1 (except for Sections 12.2.1.2.2, 12.2.1.4.1, 12.2.1.4.2), 12.4.1, and 12.5.1.2.
5. Nothing in this agreement amends, abridges, or negates laid off unit members' rights under the law and CBA.
6. HR agrees to notify all unit members of these processes and procedures electronically, and to provide unit members with job aids or instructions on how to engage in this new transfer process.
7. If a vacancy materializes at an excessed unit member’s former site or program, the unit member shall be returned to their former site or program.
  - a. This right to return to a former site or program shall be contingent on the unit member’s and site/program administrator’s approval and agreement to return to the former site or program.
  - b. There shall be no ability to return to a former site or program after July 30, 2024.

- 8. In the event a unit member cannot prepare/move in accordance with Section 12.6.2 of the Parties' CBA, they shall be provided up to two (2) days of pay at the unit member's daily rate of pay to prepare/move on a non-contract day.
- 9. The Joint Transfer Monitoring Committee ("TMC") will actively monitor the implementation of this Agreement.
  - a. This Agreement is subject to the grievance procedure as indicated in Section 12.15 of the Parties' CBA.
  - b. The TMC shall attempt to resolve any issue(s) or any unique circumstance arising out of the implementation of this new process prior to the filing of any grievances related to Article 12 or this side letter.
    - i. The Parties agree that grievance timelines shall be automatically put in abeyance, while the TMC reviews the issue.
  - c. SDUSD agrees to provide the TMC and SDEA all relevant information related to the transfer process in a timely manner, including but not limited to lists of applicants, lists of routed applicants, and lists of selected applicants for all positions staffed using this new process, and any other information necessary for implementation.
- 10. All components of the current CBA between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
- 11. This Agreement is non-precedent setting.
- 12. This Agreement shall expire in full without precedent on June 30, 2025.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* April 12, 2024  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Kristine Morshead* April 13, 2024  
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 Kristine Morshead Date  
 Senior Executive Director, Human Resources

FOR SDEA:

DocuSigned by:  
*Jonathon Mello* April 12, 2024  
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 Jonathon Mello Date  
 Field Organizer, SDEA

DocuSigned by:  
*Kyle Weinberg* April 13, 2024  
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 Kyle Weinberg Date  
 President, SDEA