

SDEA PROPOSAL
5/19/17 5/25/17

**SAN DIEGO EDUCATION ASSOCIATION
PROPOSAL TO
THE SAN DIEGO UNIFIED SCHOOL DISTRICT**

SDEA PROPOSAL PASSED TO SDUSD MAY 1925, 2017

ARTICLE 12. TRANSFER POLICIES

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 (including a transfer from one school or program to another school or program at the same facility or campus). Transfers may be voluntary, initiated by the unit member; or involuntary, initiated by the District.
- 12.1.2. Reassignments. – A "reassignment" is a change of a unit member's grade level, subject, or position within their site or program.
- 12.1.3. Vacancy. – A "vacancy" is created by retirement, a separation, approved increase in positions, or from approved transfers.
- 12.1.4. Temporary Vacancy — Either a one-year vacancy created by a unit member taking a one-year leave, which shall be posted as temporary for the following year, or a vacancy created mid-year, which shall be filled as temporary for the duration of the year and posted as a regular position for the following year.
- 12.1.5. Multiple Assignment. – A position which is located at more than one site and which is funded from more than one site.
- 12.1.6. Itinerant Assignment – A position which may provide services to students of one or more than one site and which is assigned to ~~one-a central office~~ central office cost-center program.
- 12.1.7. School Opening. – A new education facility opening where none had existed before, or where a school had previously been closed and then reopened.
- 12.1.8. School/Program Reorganization. – A change in the structure or educational philosophy of the school or program.

Section 12.2: DETERMINATION OF SCHOOL/PROGRAM STAFFING INCREASES AND DECREASES

- 12.2.1. The Principal or supervisor of each school and program shall present a schedule, reflecting future staffing assignments and possible staffing reductions for the ensuing school year, to the Governance Team no later than March 15. The Governance Team must approve the schedule prior to its submission to the Human Resources Division for staffing purposes. If the Governance Team does not meet, the schedule must be approved in a secret ballot vote by a majority of the certificated staff assigned to that school/program.
- 12.2.2. A final schedule, reflecting any and all staffing reductions and/or vacancies, will be submitted to Human Resources no later than April 15.

Section 12.3: INVOLUNTARY TRANSFERS — SPRING STAFFING PROCEDURES

- 12.3.1. Involuntary transfers to reduce staff may be made based on actual or anticipated enrollment or funding decreases, in accordance with Section 12.2. Governance Teams may appeal enrollment-based reductions in the event that the District's enrollment projections have not been accurate for two or more of the prior four (4) school years. Appeals may be made to the Contract Administration Committee.

SDEA reserves the right to add to; delete from or otherwise alter, amend, modify its proposals in whole or in part at any time during these negotiations

- 12.3.2. Volunteers must be requested in the event of an involuntary transfer to reduce staff. If no unit member volunteers, the least senior unit member currently in the affected level (TK-6), subject area, or program will be transferred.
- 12.3.3. In the event of a tie in seniority, the unit member who was most recently assigned to the worksite shall be transferred. In the event of a tie in recency of assignment to the site, the tie shall be broken by lot.
- 12.3.4. Unit members will be notified in writing via District email of an involuntary transfer by April 30 prior to the start of the April Post.
- 12.3.5. Unit members assigned to a school or program that is being completely closed (as opposed to reorganized) shall be subject to the involuntary transfer process

Section 12.4: POST AND BID PROCEDURES

- 12.4.1. There shall be three (3) annual posts for vacancies to be filled for the following school year. The following timelines and procedures shall apply to each post.

- 12.4.1.1. Postings will show: location, all credentials that qualify a unit member for the vacancy under the law, specific grade level, duties and responsibilities, program description, any special preferences desired by the site, and if the vacancy is temporary. The Transfer Monitoring Committee shall review postings.

- 12.4.1.2. 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. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment including full-day or a.m./p.m. session, special education blended classroom, unit member calendar, language, and other stated needs. When necessary, an additional post may be held in the fall.

12.4.1.3 The following timelines and procedures shall apply to each Post:

- 12.4.1.3.1 Unit members will have seven (7) calendar days to review and bid on posted positions.

- 12.4.1.3.2 Following the close of each post, Human Resources shall have seven (7) calendar days to route qualified applicants to school/program administrations.

- 12.4.1.3.3. Positions shall be awarded to one of the top five (5) most senior candidates who bid on the position.

- 12.4.1.3.4. The School or Program Governance Team shall set forth the interview and selection parameters for the School or Program Selection Committee. The Selection Committee shall be comprised of at least one site administrator and a number of SDEA members to be determined by the Governance Team. If the interview and selection process takes place on a non-workday, participation on the part of SDEA members shall be voluntary and paid at the member's pro rata rate of pay. The Selection Committee shall make a recommendation to the principal or program administrator. The principal or program administrator shall make the final selection.

- 12.4.1.3.5 The principal or program administrator shall notify candidates of their selection through District email within twenty (20) calendar days of the close of the Post.

- 12.4.1.3.5. Unit members will have the ability to wait until the end of the selection period prior to making a choice of which school site/program they want to transfer to. No unit member will be required to pick a position prior to the expiration of the twenty (20) calendar day selection period.

12.4.2. May-April Post – For Involuntary Transfers

12.4.2.1. The first post shall open no later than ~~May~~April 15. The first post shall only be open to unit members who are being involuntarily transferred, unit members returning from long-term leaves of absence more than one year, members who have been working in a temporary vacancy as defined in Section 12.1.4, and all members whose multiple assignment position has been modified.

~~12.4.2.2. Unit members will bid on positions in ranking order.~~

~~12.4.2.3. Qualified unit members shall be selected for positions in seniority order. Ties in seniority shall be broken by Employee ID number, with the member with the lowest Employee ID number receiving the position.~~

12.4.2.24. The ~~May-April~~ Post shall include all vacancies established in accordance with Section 12.2, as well as any vacancies created through retirement, separation or approved leave prior to ~~May~~April 15.

~~12.4.2.5. Unit members will have seven (7) calendar days to review and bid on posted positions.~~

~~12.4.2.6. Human Resources shall notify candidates of their placement through District email within ten (10) calendar days of the close of the Post.~~

12.4.3. June-May Post – For Voluntary Transfers

12.4.3.1. The second post shall open no later than ~~June~~May 10.

———12.4.3.2. The ~~June-May~~ Post shall include all, and only, those vacancies posted but not filled during the May Post.

~~12.4.3.3. —12.4.3.3. The following timelines and procedures shall apply to the June Post:~~

———12.4.3.3.1. Positions shall be open to unit members who are electing to voluntarily transfer and did not have access to the May Post, and awarded to one of the top five (5) most senior candidates who bid on the position.

———12.4.3.3.2. Unit members will have seven (7) calendar days to review and bid on posted positions.

12.4.3.3.3. Following the close of each post, Human Resources shall have seven (7) calendar days to route qualified applicants to school/program administrations.

~~12.4.3.3.4. Schools sites will select and notify candidates through District email within twenty (20) calendar days of the close of the Post.~~

~~12.4.3.3.5. Unit members will have the ability to wait until the end of the selection period prior to making a choice of which school site/program they want to transfer to. No unit member will be required to pick a position prior to the expiration of the twenty (20) calendar day selection period.~~

~~12.4.3.3.6~~ Any remaining positions not filled by probationary or permanent members may be offered in seniority order to bidding:

- a. Interns who have successfully completed their internship programs; then
- b. Employees who were on leave replacement/temporary contracts who have a principal recommendation on file with HR; then
- c. Qualified visiting teachers.

12.4.4. Summer Post – For Voluntary and Involuntary Transfers

12.4.4.1 The summer post shall open no later than ~~August 15~~ July 10 and shall be open to all unit members. ~~The process shall be completed no later than the calendar day prior to the first workday of the school year.~~ Unit members who have been involuntarily transferred shall have first priority for positions.

12.4.4.2. The summer post shall include all vacancies established subsequent to the opening of the May Post, as well as any vacancies remaining unfilled through the May-April and June-May Posts. These should include vacancies created through new retirements, separations, leaves, or from approved transfers. A vacancy established for any other reason must be submitted for approval to the Transfer Monitoring Committee along with an explanation from the school or program administrator.

12.4.4.3.

12.4.4.3. The following procedures shall apply to the Summer Post:

~~12.4.4.3.1. Unit members who have been involuntarily transferred shall have first priority for positions, in seniority order. Such unit members will bid on positions in ranking order. Ties in seniority shall be broken by Employee ID number, with the member with the lowest Employee ID number receiving the position.~~

~~12.4.4.3.2. Remaining positions shall be open to unit members who are electing to voluntarily transfer, and awarded to one of the top five (5) most senior candidates who bid on the position.~~

~~12.4.4.3.3. Unit members will have seven (7) calendar days to review and bid on posted positions.~~

~~12.4.4.3.4. Following the close of each post, Human Resources shall have seven (7) calendar days to route qualified applicants to school/program administrations.~~

~~12.4.4.3.5. Schools sites will select and notify candidates through District email within twenty (20) calendar days of the close of the Post.~~

~~12.4.4.3.6. Unit members will have the ability to wait until the end of the selection period prior to making a choice of which school site/program they want to transfer to. No unit member will be required to pick a position prior to the expiration of the twenty (20) calendar day selection period.~~

12.4.4.3.7. Any remaining positions not filled by probationary or permanent members shall be offered in seniority order to bidding:

- a. Interns who have successfully completed their internship programs; then
- b. Employees who were on leave replacement/temporary contracts who have a principal recommendation on file with HR; then
- c. Qualified visiting teachers.

12.4.4.4.

12.4.4.3.8. Positions remaining vacant at that point may be staffed with external applicants. The District is encouraged to hire new applicants into a pool as early in the preceding spring as possible, with final assignments of such new hires to be made in accordance with this Section.

12.4.4.5.4 Unit members who remain in excess status after the Summer Post shall report to Human Resources on the first day of the following work year. Vacancies shall be offered in seniority order to qualified unit members.

Section 12.5: INVOLUNTARY TRANSFERS – FALL STAFFING PROCEDURES

- 12.5.1. The Principal or supervisor shall present a schedule, reflecting fall staffing assignment changes and staffing reductions, to the Governance Team no later than five (5) workdays prior to the fourth Friday of the school year enrollment count. The Governance Team must approve the schedule prior to its submission to the Human Resources Division for staffing purposes. If the Governance Team does not meet, the schedule must be approved in a secret ballot vote by a majority of the certificated staff assigned to that school/program.
- 12.5.2. When fourth Friday enrollment justifies, a unit member who was involuntarily transferred in the immediately preceding spring shall be returned to their site, at the unit member's discretion. This return shall happen within ten (10) calendar days after the fourth Friday enrollment count.
- 12.5.3. Volunteers must be requested in the event of an involuntary transfer to reduce staff. If no unit member volunteers, the least senior unit member currently in the affected level (TK-6), subject area, or program will be transferred.
- 12.5.4. In the event of a tie in seniority, the unit member who was most recently assigned to the worksite shall be transferred. In the event of a tie in recency of assignment to the site, the tie shall be broken by lot.
- 12.5.5. ~~Vacancies shall be offered in seniority order to qualified unit members. Staffing in the fall shall use the same procedures as the May Post; however, the timelines will be expedited, and will be completed within ten (10) calendar days after the fourth Friday enrollment count.~~

Section 12.6: MID-YEAR VACANCIES

- 12.6.1. Vacancies created subsequent to the fall involuntary staffing process shall be posted in the following ~~May~~ April Post, and subsequent posts if unfilled during the May Post.
- 12.6.2. Exceptions: Positions which may be permanently staffed immediately, include: Central Office Resource Teachers, In-School Resource Teachers, Head Counselors, Senior SLPs, Senior School Psychologists and ECE Lead Teacher and ECE Super Lead Teacher. The District will post all available positions as they become vacant. Such vacancies shall be publicized via District email to all unit members. Such vacancies may be bid on by current permanent employees. The District will select the unit member to fill the posted vacancy from the five (5) qualified unit members with the greatest district seniority, who have bid on the position.

Section 12.7: MULTIPLE ASSIGNMENT POSITIONS

- 12.7.1. When multiple assignment positions are modified (reduced, consolidated, paired, increased, or in any way altered) the staffing shall be as follows:
- 12.7.2. The District shall identify and post all modified or vacant multiple assignment positions.
- 12.7.3. Unit members whose positions are modified shall be entitled to retain the same position, in accordance with the following:
 - 12.7.3.1. When multiple unit members bid on a multiple assignment position, part of which each previously occupied during the most recent school year, the unit member with the greatest seniority shall be selected for the position.
 - 12.7.3.2. When a multiple assignment position is modified, the unit member who previously occupied the position shall be selected. If any portion of the new position was held by more than one unit member, the unit member with the greatest seniority shall be selected.
- 12.7.4. Unit members affected by assignment modification shall have the option to either retain the modified position as outlined above, or be involuntarily transferred from the position.

- 12.7.5. If no unit member who formerly occupied a portion of a new multiple assignment position bids on the position, the position shall be staffed in accordance with the Post and Bid procedures.
- 12.7.6. Multiple assignment positions shall not include more than three (3) sites. In the event that a multiple assignment position requires travel from one site to another during a work day, that travel time will be factored into the Full Time Equivalency (FTE) of the assignment.
- 12.7.7. Criteria for multiple assignment positions pairings shall be, in order of priority: calendar, level (elementary or secondary), and geography. Position criteria may be amended by a Governance Team on a year-to-year basis.

Section 12.8: ITINERANT UNIT MEMBER ASSIGNMENTS

- 12.8.1. 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. Such vacancies shall be staffed in seniority order.
- 12.8.2. Annually by March 1, program/department head shall solicit itinerant unit members' preferences for work schedules within the department or division, including level, program, school(s) or special interests.
- 12.8.3. The program/department head shall provide the Governance Team with information regarding the assignments for the ensuing school year by May 1.
- 12.8.4 Each program/department Governance Team, will develop a system for making assignments, based on the program's needs.
- 12.8.5 In the event that an itinerant position requires travel from one site to another during a work day, that travel time will be factored into the Full-Time Equivalency (FTE) of the assignment.
- 12.8.6 Assignments for the ensuing school year shall be made by the program manager/department head by the last workday of the Board-adopted traditional school calendar, after which there shall be no involuntary assignment changes.

Section 12.9: SENIOR SPEECH-LANGUAGE PATHOLOGISTS, SENIOR SCHOOL PSYCHOLOGISTS AND NURSE CLUSTER COORDINATORS

- 12.9.1. Senior ~~s~~Speech-~~L~~anguage ~~P~~athologist, ~~s~~Senior ~~S~~chool ~~P~~psychologist, and Nurse Cluster Coordinator assignments shall be offered to all unit members in the relevant programs and shall be rotated every three (3) years. No unit member may hold a senior position for more than three years consecutively.

Section 12.10: PARTIAL ASSIGNMENTS

- 12.10.1. Any position, excluding multiple assignment positions, shall be rounded up to 1.0 (Full-Time Equivalency) FTE, if that position is at 0.9 FTE or higher.
- 12.10.2. In the event a unit member's position is reduced from 1.0 FTE, the unit member shall have the right to choose from the following three options:
- 1 .Retain their position at their current site or program, and temporarily reduce their employment to the corresponding partial status.
 - 2 .Retain their position at their current site or program, and have the reduced position bundled with no more than one additional position. In the event that such a pairing requires travel from one site to another during a work day, that travel time will be factored into the FTE of the assignment. Positions that cannot be bundled shall remain a 1.0 at the current site or program.
 3. Be involuntarily transferred. —

12.10.3. The unit member shall have the right to return to full-time at the original site or program as soon as a full-time position for which the member is qualified exists.

Section 12.11: MISCELLANEOUS TRANSFER AND ASSIGNMENT RIGHTS

12.11.1. Unit members who are reassigned or involuntarily transferred to teach/work in a subject/credential area they have not taught in the past five years, or who are being moved more than two grade levels, shall be provided all the necessary supports and resources to be successful in the new assignment. Such supports may include but are not limited to a mentor teacher, time-off to observe others, collaboration and planning time, additional prep time, access to all relevant professional development provided by the district or by third parties, ~~etc.~~ Such unit members who are eligible for a five-year evaluation cycle shall be granted a five-year evaluation cycle.

12.11.2. No unit member will be required to teach in a subject area they do not hold a credential in without their prior consent. In the event that a member agrees to obtain a limited assignment and/or emergency permit, the costs shall be borne by the district.

12.11.3. Unit members transferred to a position that does not materialize at the ~~new site~~, or program shall have rights to other vacant positions for which they are qualified and credentialed at that site or program. Otherwise, they shall be transferred in the fall accordance with Section 12.5.

12.11.4. There shall be a \$1000 early retirement or separation notification bonus if submitted in writing to the District by March 1.

Section 12.12: MOVING RIGHTS OF UNIT MEMBERS

12.12.1. All members who are being transferred ~~or reassigned~~ shall receive the support described below.

12.12.2 Preparation for Moving - Unit member(s) being transferred, or ~~reassigned (at the school site, or within a program or department)~~ shall receive up to four (4) days of release time with a paid visiting teacher, or up to thirty-two (32) hours of pro-rata pay, at the unit member's discretion.

12.12.3. Custodial Services – Up to eight (8) hours of custodial support shall be made available to unit member(s) being transferred ~~or reassigned~~, if requested, at both the original and new site. If custodians do not show up to provide the support, unit members will be paid their pro-rata rate for the time worked, up to 16 hours.

12.12.4. Additionally, all members who are required to move their workspace temporarily (including central office initiated moves) shall receive the following:

12.12.5. Notification

12.12.5.1 The District will give as much reasonable advance notification as possible to unit members. The District shall provide at least a five (5)-work day notification for all moves, unless there is an emergency that prohibits such notice. A five (5)-work day notification does not include the day of notification or the day of the move.

12.12.5.2. A unit member who does not receive a minimum five (5)-work day notice that the move has been cancelled, shall receive a full day of release time. A move postponed for more than five (5) work days shall be considered an additional move.

12.12.5.3. A unit member who does not receive at least a five (5)-work day notice of a move shall receive an additional full day of release time.

12.12.6. District Responsibility

12.12.6.1. Each unit member being moved will be provided, by the Facilities Management Department or Maintenance & Operations Department, with written instructions specifying, at a minimum, how the move will occur, District and unit member responsibilities, compensation, information on how to handle loss of items and a copy of the contract language in this section and Section 11.13.2.

12.12.6.2. District-provided movers shall pack, move, and unpack everything designated by the unit member. The District shall provide packing boxes to a unit member who chooses to pack a portion of the contents in the classroom.

12.12.7. Unit Member Responsibility

12.12.7.1 Unit members are responsible for personal items they choose to keep under their control.

Section 12.13: TRANSFER MONITORING

12.13.1. The District and the Union agree to jointly establish a Transfer Monitoring Committee to review and monitor transfer procedures and to make appropriate recommendations to the Contract Administration Committee.

12.13.2. The District shall provide a draft of each Post to the union no later than six (6) workdays prior to the opening of the May Post and Summer Post. The Transfer Monitoring Committee shall meet to review the draft Post no later than three (3) workdays prior to the opening of the Post.

12.13.3. The parties agree to incorporate an updated version the standing Article 12 Request for Information (RFI) in this Section of the successor agreement.

Section 12.14: SCHOOL OPENING

12.14.1. Whenever a new school is opened, selection for the new staff shall be in accordance with the following:

12.14.2. As soon as practical, positions at the new site will be advertised to all unit members via District email in a First Post as described below.

12.14.2.1. First Post (as soon as practicable): Up to fifty percent (50%) of the expected positions will be posted. Positions shall be awarded to one of the top five (5) most senior candidates who bid on the position, except that unit members at schools who are affected by enrollment declines caused by a new school opening, shall have priority over other applicants to positions posted at the new school, who shall be entitled to such positions in seniority order.

Section 12.15: SCHOOL/PROGRAM REORGANIZATION

12.15.1. A reorganized school or program shall be staffed first by unit members currently assigned to the affected school or program who bid on posted positions and are deemed qualified by the Human Resources Services Division. Such staffing shall be done in seniority order. Remaining positions shall be staffed in accordance with the Post and Bid procedures in Section 12.4.

Section 12.16: INITIAL STAFFING OF MAGNET SCHOOLS

12.16.1. Unit members assigned to schools that are changing or adopting a magnet focus shall either adopt the magnet focus, or be involuntarily transferred under the provisions of this Article.

Section 12.17 EXPEDITED TRANSFER GRIEVANCE PROCEDURE

12.17.1. Grievances arising under this Article shall be handled expeditiously. Timelines and procedures will be shortened and streamlined so that grievances arising out of the spring transfer period are settled or arbitrated no later than August 1. Fall transfer grievances will be settled or arbitrated no later than November 1.

FOR SDEA

Carlos H. Mejia
Executive Director

Lindsay Burningham
President

Date: _____

FOR SDUSD

Jessica Falk Michelli
Executive Director| Labor Relations

Date: _____

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