

**SDEA PROPOSAL  
12/14/17**

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

**SDEA PROPOSAL PASSED TO SDUSD MAY 19, 2017  
SDUSD PROPOSAL PASSED TO SDEA MAY 19, 2017  
SDEA PROPOSAL PASSED TO SDUSD MAY 25, 2017  
SDUSD PROPOSAL PASSED TO SDEA OCTOBER 5, 2017  
SDEA PROPOSAL PASSED TO SDUSD OCTOBER 19, 2017  
SDUSD PROPOSAL PASSED TO SDEA NOVEMBER 28, 2017  
SDEA PROPOSAL PASSED TO SDUSD DECEMBER 14, 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 in accordance with Section 12.1.9.
- ~~12.1.2. Reassignments. A "reassignment" is a change of a unit member's grade level, subject, or position within their site or program.~~
- 12.1.2. Vacancy. A "vacancy" is created by retirement, a separation, approved increase in positions, or from approved transfers.
- 12.1.3. 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.
- 12.1.4. Multiple Assignment. A position which is located at more than one site and which is funded from more than one site.
- 12.1.5. Itinerant Assignment. A position which may provide services to students of one or more than one site and which is assigned to a central office program.*
- 12.1.6. School Opening. A new education facility opening where none had existed before, or where a school had previously been closed and then reopened.
- 12.1.7. School/Program Reorganization. A change in the structure or educational philosophy of the school or program.
- 12.1.8. Involuntary Transfer. An involuntary transfer is a transfer as defined in Section 12.1.1 that occurs because a unit member's position has been eliminated, a unit member is returning from a long-term leave of absence of more than one year, a unit member has been working in a temporary vacancy as defined in Section 12.1.4, a unit member's multiple assignment position has been ~~modified~~reduced or consolidated, a unit member's school or program is being completely closed (as opposed to reorganized), or a unit member has rejected a magnet focus change in accordance with Section 12.16.1.

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

*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*

- 12.2.1. The Principal or supervisor of each school and program shall present a tentative schedule, ~~reflecting future staffing assignments and~~ possible staffing reductions or increases for the ensuing school year, to the Governance Team no later than March 1. 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~~The schedule, reflecting any and all staffing reductions and/or vacancies, will be submitted to Human Resources no later than April 1.

### **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.
- 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 prior to the start of the May Post.

### **Section 12.4: POST AND BID PROCEDURES**

- 12.4.1. There shall be two (2) 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. Each posted vacancy will show: location, credential required, major and minor field or grade level, duties, responsibilities, program description, and physical setting, and if the vacancy is temporary. The Transfer Monitoring Committee shall review postings.~~
- 12.4.1.2. The Human Resources Services Division will have posted electronically a list of known vacancies for the following year. The Human Resources Services Division will electronically post an administrative circular on the day ~~the~~ Mayeach Post opens. The Human Resources Services Division will notify all SDEA bargaining unit members via email when ~~the~~ Mayeach Post opens, including a link to the administrative circular, and when any positions are added to ~~the~~ Mayeach Post.
- 12.4.1.3. 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. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular Post and Bid procedures established in this Article.

12.4.1.4. The following timelines and procedures shall apply to each Post:

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

***12.4.1.4.2. Following the close of each post, Human Resources shall have ten (10) calendar days to route qualified applicants to school/program administrations.***

12.4.1.4.3. 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.

12.4.1.4.4. 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.

12.4.1.4.5. Bidders may refuse to accept a position at the time of offer or within ~~five (5)~~three (3) workdays following the offer, up until twenty (20) calendar days after the close of the Post.

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

**12.4.1.6. 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.**

***12.4.1.7. 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.***

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

12.4.2. April Post – For Voluntary Transfers

12.4.2.1. The first post shall open no later than April 15.

12.4.2.2. The April Post shall include all vacancies established in accordance with Section 12.2, as well as any vacancies created through other retirements, separations or approved leaves prior to April 15.

12.4.2.3. Positions shall be awarded to one of the top ~~five (5)~~seven (7) most senior candidates who bid on the position.

### 12.4.3. May Post – For Voluntary and Involuntary Transfers

12.4.3.1. The May Post shall open no later than May 30.

12.4.3.2. The May Post shall include all vacancies posted but not filled during the April Post and all vacancies created through retirement, separation or approved leave between April 15 and May 30.

12.4.3.3. If any members being involuntarily transferred have bid on a position, the position shall be awarded to one of the ~~top five (5) most senior~~ involuntarily transferred candidates who bid on the position, except as limited in Section 12.4.3.3.1. All bidding involuntarily transferring members shall be interviewed prior to selection. If no members being involuntarily transferred have bid on a position, the position shall be awarded to one of the top five (5) most senior candidates who bid on the position.

12.4.3.3.1. If fewer than five (5) qualified and credentialed involuntarily transferred candidates bid on a position, Human Resources will also route the bids placed by the most senior voluntarily transferring candidates who bid on the position, up to total of five (5) candidates. The site shall select from that group of five (5) candidates.

12.4.3.4. Unit members who remain in excess status at the conclusion of the May Post staffing process will be offered all vacancies for which they are qualified and credentialed, in seniority order.

12.4.3.5. 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 who have a principal recommendation on file with HR.~~

12.4.3.6. 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 spring as possible, with final assignments of such new hires to be made in accordance with this Section.

*\*\*SDEA's proposal to expand the pool of routed bidders from the current five to the proposed seven is contingent on the acceptance of this proposed Section 12.4 in its entirety. Absent acceptance of this proposal in its entirety, SDEA reverts to its Section 12.4 proposal as passed on October 19, 2017.*

### **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.

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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 excessed unit members.

#### **Section 12.6: MID-YEAR VACANCIES**

12.6.1. Vacancies created subsequent to the fall involuntary staffing process shall be posted in the following April Post, and 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)~~reduced in number or consolidated, the staffing shall be accomplished as follows:

12.7.2. The District shall identify and post all ~~modified or vacant~~authorized multiple assignment positions as in Section 12.4.

~~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.~~

12.7.3. Unit members affected by assignment consolidation shall:

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

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

12.7.3.3. Be transferred in accordance with the involuntary transfer process.

Qualified unit members in the affected multiple assignments will receive priority consideration over districtwide 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.

12.7.54. 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.

12.7.65. 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.

12.7.76. 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 available positions~~ 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.~~

12.8.5. 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 Speech-Language Pathologist, Senior School 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 such a position for more than three years consecutively, ~~unless no other candidate applies.~~

#### **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 FTE 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 status 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 ~~entitled to site support, upon request, in accordance with Section 8.17.2, 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-is required 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 shall receive the support described below.

12.12.2. Unit member(s) being transferred shall receive up to ~~four (4)~~two (2) days of release time with a paid visiting teacher, or up to ~~thirty-two (32)~~sixteen (16) hours of pro-rata pay, at the unit member's discretion.

12.12.3. Up to eight (8) hours of custodial support shall be made available to unit member(s) being transferred, 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~~eight (8) 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.~~

*\*\*With the deletion of the proposed sections 12.12.4 through 12.12.7.1, SDEA reverts back to the status quo language regarding central office initiated moves in Article 8.*

**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 each 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.~~

~~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.~~

~~12.14.1. Whenever a new school is to be opened, an effort will be made to identify at least seventy-five percent (75%) of the expected vacancies at least four (4) months prior to the scheduled opening.~~

~~12.14.2. Selection of the staff for the new school shall be by the post and bid system as follows:~~

~~12.14.2.1. 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 district applicants deemed qualified by the Human Resource Services Division.~~

~~12.14.2.2. All remaining vacancies will be filled by following normal post and bid procedures.~~

**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

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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: ADMINISTRATIVE TRANSFERS**

**12.17.1. 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.**

**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. 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:**

##### **12.17.1.1.1. Due Process**

- 12.17.1.1.1. 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.**
- 12.17.1.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.**
- 12.17.1.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.**
- 12.17.1.1.4. 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.**

**12.17.1.2.4. 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.**

**12.17.1.3.5. 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.**

**Section 12.18 EXPEDITED TRANSFER GRIEVANCE PROCEDURE**

12.18.1. All transfer grievances are appealable to Step 3 after exhausting Step 1 with the appropriate administrator.

12.18.1.1. A pre-arbitration conference shall be scheduled and conducted within five (5) workdays of the District's issuance of its Step 3 response.

12.18.2. If there is no resolution to the dispute at the pre-arbitration step, either party may unilaterally trigger the use of an expedited arbitration procedure in any instance of a transfer grievance. The purpose of this expedited arbitration procedure is to provide a rapid method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and, in addition the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled.

12.18.3. The arbitration hearing shall be scheduled to occur no more than sixty (60) calendar days after the pre-arbitration meeting. If the designated arbitrator is not available to conduct a hearing within sixty (60) calendar days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

12.18.4. The arbitrator shall render the decision within ten (10) workdays after conclusion of the arbitration hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision.

12.18.5. The arbitrator's decision shall be final and binding on both parties. However, either party may file an appeal in accordance with Article 15, Section 15.7 of this agreement.

~~12.18.1. 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.~~