

**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
2016 Successor Collective Bargaining Agreement**

**SDEA Proposal Passed May 19, 2017  
District Proposal Passed May 19, 2016- withdrawn June 21, 2017  
SDEA Proposal Passed May 25, 2017  
District Proposal Passed October 5, 2017  
District Proposal Passed November 28, 2017**

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**ARTICLE 12 – TRANSFER POLICIES**

**The Parties agree to engage in a facilitated process to review and revise the transfer policies for unit members. The committee shall consist of an equal number of District and Association representatives. The parties will identify their respective committee members, select a mutually agreeable facilitator, and establish a schedule of committee meetings no later than December 15, 2017.**

**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.
- 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. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.

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- 12.1.8. Itinerant Assignment. A position which may provide services to students of more than one site and which is assigned to a central office department. ~~to one central office cost center.~~
- 12.1.9. Priority Consideration. Status provided to a unit member who is in excess or who is assigned to a school that is going to be closed per Section 12.1.3. A unit member with priority consideration is ensured an interview 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. 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.
- 12.1.10. Priority Staffing School. The following categories of schools will be considered priority staffing schools and shall be staffed in accordance with section 12.3.1 of this Article. Posted positions at these schools will not be subject to priority consideration.
- a. 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. Low Performing Schools as defined by the state accountability system (Previously Academic Performance Index (Decile) 1-3 Schools. The District will determine Low Performing Schools utilizing the former API standards until the state accountability system issues a new definition.

## **Section 12.2: POST AND BID**

- 12.2.1. The Human Resource Services Division will ~~have posted in the office of each school or department and electronically on the district's website~~, a list of known vacancies for the following year. The Human Resources Services Division will electronically post an administrative circular prior to May 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 shall apply:
- a. The Post will begin no later than May ~~4030~~.
  - b. The Post shall include all known vacancies for the following year. From the date the Association receives its official copy on May ~~4030~~, unit members will have a minimum of ten (10) calendar days to review and bid on posted positions.

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- c. Following the close of the Post, Human Resource Services Division shall have ~~seven fourteen ten~~ (7+14 10) workdays to route qualified applicants to school/program administration.
- d. Upon selection by the school site, site administration will make immediate written notification to the selected unit member.
- e. 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~~ July 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, ~~Certificated~~. 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.

- 12.2.1.1. Positions available immediately following the May Post shall first be offered in seniority order to qualified unit members who are in priority consideration status. A unit member with priority consideration shall be required to accept a position for which he/she is qualified. The unit member's priority consideration status shall expire upon such placement.
- 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

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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.

12.2.6. The District may interview and will select the unit member to fill the posted vacancy from the ~~five-ten~~ (5-10) 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-ten~~ (5-10) 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 ten~~ (5- 10) 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 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. ~~Probationary II unit members are eligible to bid on positions that begin at the start of the following school year that are outside of the Special Education Program.~~ Prior to participating in post and bid and/or submitting a transferring to the new position, the unit member must qualify for attain permanent status.

~~12.2.10. Subject to Section 12.2.12. below, the Parties agree that an early posting of positions in priority staffing schools shall be established annually during the month of February. Positions posted in this posting and not filled within the District may be filled by non-district employees provided that such employment does not result in the layoff or excessing of a current bargaining unit member.~~

12.2.11. 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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- 12.2.12. 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 spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.
- 12.2.13. Seniority After May Post And Bid. Transfers made after the May Post will continue to consider the educational needs of the District, and the qualifications and requests of the unit member. When all other things are equal, one (1) of the ~~five (5)~~ ten (10) unit members with the greatest seniority, who requested the transfer and have been deemed qualified by the Human Resource Services Division, will receive the transfer, except that a unit member who is in excess at a site will be given priority consideration within the same school level (elementary, middle level, senior high).
- 12.2.14. 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 ~~on the District's website,~~ a list of known vacancies. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, unit member calendar, language, and other stated needs. ~~When necessary, a second (2<sup>nd</sup>) post may be held in the fall.~~
- 12.2.15. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular post and bid procedures established in this Section.
- 12.2.16. 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 12.3: EXCEPTION TO POST AND BID PROCEDURES**

- 12.3.1. Integration Programs. For staffing of all integration program positions (except for initial staffing of magnet schools), the District will select the unit member to fill the vacancy from among all qualified applicants.
- 12.3.2. 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

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vacancy from the ~~five (5)~~ ten (10) unit members who have the greatest 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.

**Section 12.4: REGIONAL OCCUPATION PROGRAM (ROP) — COLLEGE AND CAREER TECHNICAL EDUCATION (CCTE) TRANSFERS**

- 12.4.1. It is understood that regular contract positions which include a partial ~~Regional Occupation Program (ROP)~~ CCTE assignment will be posted in accordance with Section 12.2.
- 12.4.2. Vacant positions funded exclusively by the ~~ROP~~ CCTE Program shall be filled first by qualified ~~ROP~~ CCTE unit members who are in excess status.
- 12.4.3. Transfers to fill positions funded exclusively by the ~~ROP~~ 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 ~~ROP~~ CCTE unit members. ~~ROP~~ CCTE unit members who wish to transfer into such vacancies may file a request to transfer. The District may interview and will select from all ~~the five (5) ROP CCTE unit members who have the greatest number of years teaching in the District~~, have filed a request to transfer, and have been deemed qualified. A qualified CCTE ~~ROP~~ 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.
- 12.4.4. ~~ROP~~ CCTE unit members will also be entitled to participate in regular post and bid procedures established in Section 12.2. ~~It is understood that an ROP unit member on a restricted contract shall be required to complete a probationary period with the District consistent with California Education Code requirements.~~

**Section 12.5: CENTRAL OFFICE RESOURCE TEACHERS AND MASTER TEACHERS**

The District may interview and will select from among all Central Office Resource Teacher applicants and Master 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 highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

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## **Section 12.6: 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 Post period.

## **Section 12.7: 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.
- 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

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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.

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.

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- 12.7.3. 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.
- 12.7.3.1. 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 at a different 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.
- 12.7.3.2. When October enrollment justifies, a unit member may be returned to his/her 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.
- 12.7.3.3. Counselors who are deemed in excess shall be placed on an interview list and considered for vacant counseling positions during the next school year.
- 12.7.4. 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:
- 12.7.4.1. Gifted teaching positions requiring special credentials or District Certification.
- 12.7.4.2. Special Education positions requiring Special Education credentials and Resource Specialists.
- 12.7.4.3. Elementary Library Media Teachers, Secondary Library Media Teachers, and Head Media Center Librarians.
- 12.7.4.4. Bilingual and English as a Second Language positions.
- 12.7.4.5. Continuation (Opportunity School) positions.
- 12.7.4.6. District Reading teachers.
- 12.7.4.7. Inschool Counselors and Senior School Psychologists.
- 12.7.4.8. Senior High positions involving extended-day pay.
- 12.7.4.9. Itinerant unit members and unit members budgeted to divisions other than Office of Instructional Support.

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

#### **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 List. On or about February 15, the Human Resource Services Division shall provide the Association a list of unit members, showing previous location, new location, effective date of transfer and reason for transfer. This list will cover transfers from the start of the second semester of the previous year to the start of the second semester of the current year.

#### **Section 12.9: RIGHTS OF TRANSFERRED UNIT MEMBERS**

12.9.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer.

12.9.2. Preparation for Moving. Release time should be provided for unit member(s) being transferred. One (1) day of duty free preparation/orientation time shall be provided at the receiving school.

12.9.3. Custodial Services. Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.

#### **Section 12.10: 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.

12.10.1. 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.

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

12.10.2.1. First Post (as soon as practicable). Up to twenty percent (20%) of the expected positions will be posted. The District will select the unit members to fill the

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vacancy from all district applicants deemed qualified by the Human Resource Services Division.

12.10.2.2. February or March Post.

- a. Approximately ten percent (10%) of the expected vacancies will be posted, and the District will select the unit members to fill the vacancies from all those district applicants deemed qualified by the Human Resource Services Division.
- b. Approximately forty-five percent (45%) or more of the expected vacancies will be posted and filled as provided in Section 12.2.

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

**Section 12.11: 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 12.12: 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 12.13: 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 12.14: INITIAL STAFFING OF MAGNET SCHOOLS**

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

- 12.14.1. Request a transfer to other schools in the District.
- 12.14.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.
- 12.14.3. Be transferred under the provisions of Section 12.7.3., Reduction of Staff.

**Section 12.15: MULTIPLE ASSIGNMENT POSITIONS**

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

12.15.1. The District shall identify and post all authorized multiple assignments as in Section 12.2.2.

12.15.2. Unit members affected by assignment consolidation shall:

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

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

12.15.2.3. Be transferred under the provisions of Section 12.7.3., Reduction of Staff.

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.

12.15.3. Small school sites within the same complex are not considered multiple assignment positions for the purposes of this section.

12.15.4. 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 district seniority will be awarded the position.

12.15.5. If no unit member bidding on a new multiple assignment has a priority claim, district seniority will determine the awarding of the position.

#### **Section 12.16: ITINERANT UNIT MEMBER PREFERENCES**

12.16.1. 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.

12.16.2. 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.

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

12.16.4. 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.

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**Section 12.17 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.

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