

**Memorandum of Understanding
Between The
San Diego Unified School District
And The
San Diego Education Association**

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

May 23, 2024

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties” have agreed to this Memorandum of Understanding (“Agreement”) to implement initial changes to Article 12 – Transfer Policies that will be piloted for the 2024-2025 staffing process, beginning with the 2024 Annual Post and Bid.

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

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

WHEREAS, the District has engaged with Area Superintendents, Site Administrators, and other District Administrators throughout the 2023-2024 school year to regularly monitor actual enrollment and capture accurate and ongoing input of student enrollment data; and

WHEREAS, the annual Site Based Budgeting process for special education allocations was adjusted to utilize actual enrollment numbers in January 2024, instead of third Friday data, to determine projected staffing allocations for 2024-2025; and

WHEREAS, an in depth enrollment check was conducted in March 2024 in order to make allocation adjustments based on actual enrollments prior to the opening of the Annual Post and Bid; and

WHEREAS, the District will continue to review actual enrollment through the spring and summer in order to improve staffing allocations; and

NOW, THEREFORE, the Parties agree to the following:

1. The following Agreement shall replace portions of the transfer process found in Article 12 of the Parties’ Collective Bargaining Agreement (“CBA”) for the 2024 Annual Post and Bid and staffing adjustments based on actual enrollments in summer and fall 2024.

2. This Agreement shall replace the following sections of Article 12 – Transfer Policies of the Parties’ CBA:
 - 2.1. Sections 12.1.10 (as outlined in Section 3 below), 12.1.11, 12.2.1 (except for Sections 12.2.1.2.2, 12.2.1.4.1, 12.2.1.4.2), 12.4.1, 12.5.1.2, and 12.6.1.
3. Priority Consideration for the 2024 Annual Post and Bid:
 - 3.1. “Priority Consideration” for the purposes of this Agreement is defined as:
 - 3.1.1. The status conferred upon unit members who were excessed from their site or program, under Section 12.5.1 of the Parties’ CBA, or
 - 3.1.2. The status conferred upon those returning from long-term leaves of absence for the 2024 – 2025 school year, as indicated by the unit member via the current return-from-leave notification process, who do not have return rights to their former position, or
 - 3.1.3. The status conferred upon members who will be transferred under the process found in Section 12.12 of the Parties’ CBA.
 - 3.2. All unit members with priority consideration in the 2024 Annual Post and Bid are guaranteed a position for the 2024-2025 school year.
 - 3.3. The process in Section 12.1.10 of the CBA will be replaced by Section 4.a below.
4. For the 2024 Annual Post and Bid, the Parties shall pilot a transfer process for which the following timelines and process shall apply:
 - 4.1. Phase 1 – Transfer Process for Unit Members with Priority Consideration.
 - 4.1.1. The District shall electronically post all known vacancies for unit members to bid on vacancies for which they are qualified and credentialed.
 - 4.1.2. Unit members shall have 10 calendar days to bid on vacancies.
 - 4.1.3. The Human Resource Services Division (HR) shall have 5 workdays to screen and route all qualified applicants with priority consideration who bid on vacancies for interviews.
 - 4.1.3.1. “Qualified Applicant” is a unit member who holds the appropriate credential for the position, as indicated in the posting.
 - 4.1.4. School site or program administrators shall have 10 calendar days following the routing of qualified applicants to interview and offer positions to unit members with priority consideration.
 - 4.1.4.1. School site or program administrators shall contact routed applicants for vacancies at their site/program to provide assignment details and offer an interview.
 - 4.1.4.2. Administrators shall notify applicants of a position offer via email.
 - 4.1.4.3. Applicants not selected for a position shall be notified electronically.
 - 4.1.4.4. Unit members with priority consideration shall have 2 workdays to accept or reject a position offer.
 - 4.1.4.5. Once a unit member accepts a position, they are no longer eligible for remaining position offers, nor can they participate in any subsequent phase of the current year’s transfer process.

4.1.5. Any vacancies not staffed through the Phase 1 process above will be filled by HR, from among the remaining qualified unit members with priority consideration, in seniority order. HR shall use the process outlined in Section 12.2.2 in the Parties' CBA. This process shall be completed before Phase 2 begins.

4.1.5.1. A unit member who is placed through this process shall have the ability to participate in Phase 3 of the Transfer Process.

4.2. Phase 2 – Voluntary Transfer Process.

4.2.1. All vacancies remaining after the completion of Phase 1 shall be open to voluntary transfer applicants.

4.2.1.1. "Voluntary Transfer Applicant" means a unit member who does not have priority consideration, and who is seeking to transfer from their current school site(s) or program assignment to another.

4.2.2. HR shall have 10 calendar days to screen and route all qualified applicants who bid on vacancies for consideration for interviews.

4.2.2.1. "Qualified Applicant" is one who holds the appropriate credentials for the position, as indicated in the posting.

4.2.2.2. HR shall route up to 6 of the most senior qualified applicants who bid on a vacancy at the site or program.

4.2.3. School site or program administrators shall have 5 workdays following the routing of qualified applicants to interview and offer positions to voluntary transfer applicants.

4.2.3.1. School site or program administrators shall contact routed voluntary transfer applicants for vacancies at their site/program to give assignment details and offer an interview.

4.2.3.2. Voluntary transfer applicants shall have 2 workdays to accept or reject a position offer.

4.2.4. Any vacancies not staffed through the Phase 2 process above will be staffed through the following Phase 3 process.

4.3. Phase 3 – Rolling Voluntary Transfer Process.

4.3.1. All vacancies that remain, or that were created during or following Phases 1 and 2, shall be staffed on a "rolling" basis.

4.3.1.1. Vacant positions shall be posted electronically on Mondays and shall remain posted for five (5) calendar days.

4.3.1.2. Unit members shall be able to electronically bid on posted vacancies.

4.3.1.3. HR shall route qualified applicants (internal and external) to site/department administrators.

4.3.1.4. Site/department administrators shall have 5 calendar days to conduct interviews.

4.3.1.5. A unit member offered a position through this process shall have 2 calendar days to accept or reject the offer.

4.3.1.6. Positions not filled by school site or program administrator shall be staffed by HR.

4.3.2. This process will continue until July 30, 2024. After this date, any remaining or new vacancies shall be staffed by HR.

5. Limited Involuntary Transfers During Summer 2024.

- 5.1. Involuntary transfers may be made prior to the start of the 2024-2025 school year based on actual student enrollment identified through the July enrollment check process. Every effort will be made to notify potentially impacted unit members prior to the last work day of the 2023-24 school year.
 - 5.1.1. Reductions in allocations and resulting involuntary transfers will be limited to the amount of additional allocations needed to staff sites that have enrollment data which supports the need for an increase in allocation, and/or to allocate additional instructional resources to high needs schools, based on the July enrollment check.
 - 5.1.1.1. If May/June enrollment data indicates a site may have a potential reduction in allocation for the 2024-2025 school year, the site principal shall make every effort to notify the staff prior to the last work day of the 2023-24 school year in order to identify potential volunteers for the reduction. If no volunteers are identified, the least senior unit member in the affected credential area will be notified of the potential reduction which may occur at the end of July.
 - 5.1.1.2. Every effort will be made to minimize reductions in allocations at high needs schools (e.g. priority school status, Title I ranking, hard to staff schools and/or credential areas).
 - 5.1.2. Human Resources will notify impacted unit members of all available positions on July 31. Unit members will have twenty-four (24) hours to rank the available positions.
 - 5.1.3. Human Resources will assign qualified and credentialed unit members in seniority order according to preference. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources.
 - 5.1.4. Unit members will be notified of their assignment on August 2, and will prepare/move pursuant to Section 11 of this Agreement.

6. Phased Elimination of Involuntary Transfers During the School Year.

- 6.1. The Parties are committed to eliminating involuntary transfers during the school year based on actual enrollment. The Parties also acknowledge that for successful implementation of the 2024-2025 pilot staffing process, limited staffing adjustments based on actual enrollment may need to occur in the Fall of 2024.
 - 6.1.1. General Education: The Transfer Monitoring Committee (“TMC”) will review and may approve involuntary transfers in Fall 2024 for the purpose of shifting allocations to sites that have actual enrollment to support an increase in allocation, and/or to allocate additional instructional resources to high needs schools, with consideration for Student Support Educators (see May 14, 2024 Sideletter titled “Rescission of Credentialed Layoff Notices”). Any approved transfers shall follow the process under CBA Section 12.5.1.
 - 6.1.2. Special Education and/or Bundled positions: The District may need to re-examine and rebundle positions in order to meet contractual requirements for ratios, caseloads, and/or preparation time. Every effort shall be made to keep unit members assigned to at least one (1) of their previously assigned sites. Members will be notified in the Fall of the available bundles and will submit their placement

preferences to Human Resources following the Fall staffing timelines. Human Resources shall share the list of rebundled positions and number of affected unit members with the TMC before finalizing placement.

- 6.1.3. For both 6.a.i and 6.a.ii, every effort will be made to minimize reductions in allocations at high needs schools.
- 6.2. In the event limited fall staffing adjustments are needed, unit member transfers will be completed by October 18. The TMC may extend this transfer deadline in the case of significant unexpected circumstances, however, transfers related to fall staffing adjustments will be made no later than October 31 in accordance with CBA Section 12.5.4.
7. Early Hires in Hard to Staff Areas.
 - 7.1. Human Resources may fill hard to staff positions with early hires outside of the processes outlined in this Agreement. The TMC will review and may approve any hard to staff positions to be offered to an early hire in lieu of the process outlined in this Agreement.
8. Nothing in this Agreement amends, abridges, or negates laid off unit members' rights under the law and CBA.
9. Human Resources agrees to notify all unit members of these processes and procedures electronically, and to provide unit members with job aids or instructions on how to engage in this new transfer process.
10. If a vacancy materializes at an excessed unit member's former site or program, the unit member shall be returned to their former site or program.
 - 10.1. This right to return to a former site or program shall be contingent on the unit member's and site/program administrator's approval and agreement to return to the former site or program.
 - 10.2. There shall be no ability to return to a former site or program after July 30, 2024.
11. In the event a unit member cannot prepare/move in accordance with Section 12.6.2 of the Parties' CBA, they shall be provided up to two (2) days of pay at the unit member's daily rate of pay to prepare/move on a non-contract day.
12. The Joint TMC will actively monitor the implementation of this Agreement.
 - 12.1. This Agreement is subject to the grievance procedure as indicated in Section 12.15 of the Parties' CBA.
 - 12.2. The TMC shall attempt to resolve any issue(s) or any unique circumstance arising out of the implementation of this new process prior to the filing of any grievances related to Article 12 or this Agreement.
 - 12.2.1. The Parties agree that grievance timelines shall be automatically put in abeyance, while the TMC reviews the issue.
 - 12.3. The District agrees to provide the TMC and SDEA all relevant information related to the transfer process in a timely manner, including but not limited to lists of applicants, lists of routed applicants, and lists of selected applicants for all positions staffed using this new process, and any other information necessary for implementation.

12.4. The TMC will review data and the implementation process of the 2024-2025 staffing pilot in order to identify challenges and successes and to advise the Parties on further steps to refine the process in order to eliminate fall staffing movements in subsequent years, which may include recommended changes to the enrollment process, Choice enrollment process, and data collection and monitoring.

13. All components of the current CBA between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.

14. This Agreement is non-precedent setting.

15. This Agreement shall expire in full without precedent on June 30, 2025.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:
Jessica Falk Michelli May 24, 2024
752DE76533F42F
Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Jonathon Mello May 24, 2024
3F937DC6FA4241F
Jonathon Mello Date
Field Organizer, SDEA

DocuSigned by:
Kristine Morshead May 24, 2024
24647819C4141
Kristine Morshead Date
Senior Executive Director, Human Resources

DocuSigned by:
Kyle Weinberg May 24, 2024
61800E63A44E9
Kyle Weinberg Date
President, SDEA

DocuSigned by:
Stacy Hernandez May 24, 2024
01020F5A1E07F
Stacy Hernandez Date
Bargaining Chair, SDEA