

*December 10, 2024*

**PROPOSAL  
For a  
MEMORANDUM OF UNDERSTANDING  
Between the  
LODI UNIFIED SCHOOL DISTRICT  
And the  
LODI EDUCATION ASSOCIATION  
  
(Article X. Transfers and Assignments)**

The Lodi Unified School District (“District”) and the Lodi Education Association (“LEA” or “Association”) are parties to a collective bargaining agreement which expires June 30, 2026. The parties have negotiated regarding the language of Article X. Transfers and Assignments, and have agreed to modify that language as shown on Attachment A to this Proposal.

**X. TRANSFERS AND ASSIGNMENTS**

**A. GENERAL GUIDELINES & DEFINITIONS**

**1. GENERAL GUIDELINES**

- a. The transfer process is not open to:
  - a. ~~temporary teachers,~~
  - b. employees without a valid English Language (EL) Authorization
  - c. ~~or~~ probationary teachers with only intern credentials or emergency permits.
- b. ~~Teachers have their CLAD/BCLAD (or equivalent) verification by December 1 for transfer process consideration.~~
- b. Unit members are considered part of a school site staff for the succeeding school year effective on July 1st.

**2. DEFINITIONS**

"Administrator going to the bargaining unit" is an administrator who has not previously been employed by the District in a bargaining unit position. The seniority of such an individual, for vacancy placement purposes, is zero.

"Administrator returning to the bargaining unit" is an administrator who has previously been employed by the District in a bargaining unit position. The seniority of such an individual, for vacancy placement purposes, is limited to that amount of time the administrator was previously in a bargaining unit position(s).

"Assignment" refers to the yearly placement of a teacher for the succeeding school year ~~without a change in to a grade level and, school site, track, or District-wide program.~~ Or District Department/program.

"Centralized Employees" are those employees who are assigned to a district-wide Department/program and whose work is scheduled based upon program need.

"Displacement" refers to a probationary or permanent teacher being involuntarily transferred from their position ~~or track~~ due to decrease in enrollment, elimination or reduction of a particular kind of service, or lack of appropriate certification based on an educational program need.

~~"Homesite" is defined as one of the sites served by the itinerant teacher which he/she selects within 30 days of hire or any change of site assignment.~~

"Incumbent" is a newly hired, probationary teacher temporarily assigned.

"Interview Committee" refers to a committee which includes a minimum of two teacher representatives, one of whom shall be appointed by the Association.

~~"Itinerant Teachers" are defined as Classroom and Instrumental Music and Roving RSP and PE.~~

“School” consists of all employees working at a site with the same CDS code.  
(Revised April 2012)

“Transfer” refers to any action which results in a change of school site or District Department/program. A transfer may be employee or employer initiated.

“Vacancy” is an unfilled ~~unit position~~ or a newly created unit position which the District intends to fill.

“Teachers serving in special programs outside of the classroom” (e.g. instructional coaches) Refer to Article X. C. 1. (d)

## B. ASSIGNMENT

1. ~~The site/program administrator~~ Administration shall work with the Personnel Office to identify known vacancies created through program changes/growth/attrition or other means.
2. ~~The site administrator~~ Administration will meet with the faculty to discuss the educational program needs of the school, grade levels, and subject areas.
3. Once the educational program needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a grade level or subject area.
4. GRADE LEVEL/SUBJECT AREA SHUFFLE

When vacancies for the succeeding school year exist~~occur~~, teachers, ~~including combination class teachers but~~ excluding job-share teachers, will meet by grade level(s) or subject area and attempt to mutually agree to their individual assignments, within a specified time frame. ~~[See E.1.a.(1)]~~

### 5. SITE SHUFFLE

- a. Teachers, including displaced ~~and itinerant~~ teachers, may request reassignment to any vacancy remaining at the site after meeting by grade level or subject area (except any non-site teacher who accepted a temporary assignment during the prior school year to a site vacancy pursuant to C. 1.a below). Vacancies will be made available for three (3) working days. (Revised February 2014)
- b. Job-share teachers may remain in their job if the principal and Director of Personnel approve the job share for the following year and the same position exists. If there is a displacement at the grade level, job-share teachers are displaced first.
- ~~c. Itinerant teachers assigned to the site may compete for vacancies at their home site after the grade level/subject area shuffle has occurred if they possess the appropriate credential and if a sufficient number of vacancies will occur District wide to accommodate all displaced teachers.~~
- d. Remaining vacancies will be reported to the personnel office for posting in the next transfer process.

6. CRITERIA FOR DETERMINATION

- a. If agreement cannot be reached between the teachers, the following criteria (*Revised February 2014*) shall be applied by the site administrator before making the final recommendation for placement to the Director of Personnel:

Grades Preschool through 6

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD or equivalent
- Current Combination Class Teacher
- Special Training/Certificate if applicable

Grades 7-12

- Credentials held (including supplementary authorizations)
- Major(s) and Minor(s)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

- b. Date of hire shall be considered if all the above factors are judged to be equal.
- c. District seniority shall be considered if all the above factors are judged to be equal.
- d. Final determination as to who receives the position shall be made by the Director of Personnel or their designee.

C. VACANCIES

1. PROCESS

- a. Regular teaching vacancies which occur during the school year as the result of a termination, promotion, reassignment, resignation, or increasing enrollment should be backfilled until the end of the school year. An interview committee shall be used when appropriate. Any vacancies which occur after the final posting will be backfilled and listed on the first posting of the following school year. All positions which have been posted but remain unfilled will be listed on an addendum which will accompany each new posting. For any vacancy being advertised in accordance with this provision, including those vacancies listed on the addendum, and for which no regular teachers apply, the employee temporarily assigned to such position may remain in the position on a permanent basis, and the vacancy need not be reposted. (*Revised April 2012*)

~~b. A vacancy which occurs because a teacher elects voluntary displacement rather than signing to pursue CLAD or BCLAD will be posted as requiring agreement to obtain CLAD or BCLAD certification.~~  
Note: The District must comply with current law.

~~b.~~ Available openings for the following school year shall be shared posted ~~on the bargaining unit bulletin board~~ at each site. The Association will receive a list of vacancies for each posting.

~~c.~~ When teachers leave their regular classroom assignments to serve in special programs or curriculum assignments, the assignment will be backfilled for one year. ~~If the teacher is absent from the regular classroom~~

~~for more than one year, he/she may compete for vacancies at their home site after the grade level/subject area shuffle has occurred. If no vacancy exists at the home site, the teacher will apply for vacancies through the transfer process. [See "Priority of Transfers" Article X.E.] (Revised April 2012)~~

## 2. TIME FRAME

~~a. Vacancies at new school sites only will be posted in mid-January. Only permanent or priority one teachers may be interviewed initially.~~

~~ba. It is the District's intent to distribute the postings on or near January 15<sup>th</sup> and, February 15<sup>th</sup>, and mid-April. The final posting will only be for Special Education assignments and non-classroom/district wide assignments. (Revised June 2017)~~

~~eb. Following the posting of a vacant position, the employee shall have five (5) work days to notify the Personnel Department of their interest in the posted position by completing a transfer application form which will be available at the District office and school sites. All applications for transfers, ~~whether faxed, mailed, or hand delivered~~, must be received in the Personnel Office by 4:30 p.m. on the closing date. (Revised February 2014)~~

~~ec. In school years during which a layoff of LEA members is concluded by May 14<sup>th</sup>, there will be a single transfer posting during the month of May which will be open to all eligible LEA members who are not laid off.~~

## D. EMPLOYEE-INITIATED TRANSFERS

### 1. GENERAL GUIDELINES

a. The wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional needs of the District and the best interests of the students as determined by the Director of Personnel.

b. Placement of an employee requesting a transfer shall be processed only after the Director of Personnel has consulted with the appropriate administrative staff. This shall include at least the present and the receiving supervisor.

c. The filing of a request for transfer shall be without prejudice to the employee. It does not jeopardize the present assignment. A request may be withdrawn at any time prior to the official confirmation of the transfer.

d. **Present employees shall be given first consideration for all vacancies.**

e. Reasons for denial of employee-initiated transfer shall be given in writing within seven (7) work days, if requested by the employee involved.

f. If one of the following changes occurs in the assignment after a teacher has accepted a position through the transfer process, the teacher has the following options:

1. If a combination class becomes a straight grade-level class, the teacher may remain in the assignment, or if two classes are created, the teacher may choose which grade he/she wants to teach. The position chosen will not be considered an "incumbent" position.
2. If the straight grade-level assignment becomes a combination class, the teacher may:
  - (a) Elect to remain in the assignment, and the position will not be considered an incumbent position.
  - ~~(b) Elect to remain in the assignment and elect voluntary displacement by February 1 for the following year.~~
  - ~~(c) Elect placement in an incumbent position after the close of the transfer process and one month prior to the beginning of the assignments.~~
  - (d) If students have begun instruction with a teacher, the teacher will remain in the assignment even though a change has occurred.
- g. If the same position vacated by a teacher reopens by the last day of student attendance on the modified traditional calendar, the teacher may choose to return to that position.
- h. A listing of all positions filled after the beginning of the school year or otherwise not advertised to all unit members because of time constraints shall be made available to the Association upon request.
- i. Once an employee has obtained a position through the transfer process, the employee may not apply for other positions which become available that school year.
- j. Employee-initiated transfers shall not usually be made after the beginning of any school year.

## 2. CRITERIA FOR DETERMINATION

- a. If more than one person has applied for the same position, the determination as to who receives the position shall be made by the Director of Personnel in consultation with the supervising administrator using the following criteria as a basis for making the selection:
  - Educational training related to the position.
  - Experience in teaching specified subject matter.
  - Evaluation and/or recommendations.
  - Interview.

Co-curricular or extra-curricular assignments shall not be the overriding criteria for selection. District seniority shall be considered if all other factors are judged to be equal.

~~E. PRIORITY OF TRANSFERS (in the following order):~~

~~1. Priority One~~

- ~~a. District initiated transfers and displaced teachers with displaced teachers to be considered in the following order:
  - ~~(1) On site displaced teachers to a vacancy existing on site after process described in B.4.a. occurs.~~
  - ~~(2) Other displaced teacher to a vacancy existing at another site.~~~~
- ~~b. Teachers returning to full time teaching from job sharing assignments (after one year only).~~
- ~~c. Teachers with ten or more years of service at the same site requesting transfer to another site or grade level.~~

~~2. Priority Two~~

- ~~a. Permanent teachers and all probationary teachers, excluding those who became probationary after the beginning of the current school year (incumbents) and those probationary teachers with intern credentials or emergency permits.~~
- ~~b. Administrators returning to the bargaining unit. [See "DEFINITIONS" Article X. A]~~

~~3. Priority Three~~

- ~~a. Incumbent teachers~~
- ~~b. Administrators going to the bargaining unit with no prior District teaching experience.~~

~~Note: On the second posting, if still not placed, displaced teachers must interview for a minimum of three positions (or the number of positions which are available, if less). Immediately after the second posting, displaced teachers will be placed in one of the positions for which they were interviewed, insofar as possible. Whenever possible, not more than one displaced teacher will be placed at each site.~~

FE. DISTRICT-INITIATED TRANSFERS

1. Transfers initiated by the administration shall be completed only after the Director of Personnel has consulted with the affected employee.
2. The District-initiated transfer shall take place only after a meeting between the teacher and the principal.
3. The request of the administrator to transfer an employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school, District or the best interests of the students and shall not be punitive.
4. Notice of a District-initiated transfer usually shall be communicated to the employee in writing at least six (6) weeks prior to the beginning of the employee's new assignment. In cases where at least six (6) weeks' advance notification of District-initiated transfer is not possible, the employee shall be granted three (3) days release time to prepare for the new position.
5. Up to one day release time under normal circumstances may be allowed for change in teaching station at the same site during the course of the school year.

6. When a choice of positions is possible, the employee may indicate an order of preference. If two (2) or more employees to be transferred request the same assignment, the one best qualified, in the judgment of the Director of Personnel in consultation with the appropriate administrative staff, shall be recommended. If the qualifications of those involved are judged to be equal, District seniority shall be considered.
7. A District-initiated transfer of a teacher shall not affect placement on the basic salary schedule.
8. District-initiated transfers shall not usually be made after the beginning of any school year.
9. Reasons for District-initiated transfers shall be given in writing within seven (7) working days if requested by the employee involved.
- ~~10. The District has the option to initiate a transfer for any teacher who agreed to pursue CLAD or BCLAD and failed to fulfill the agreement.~~

#### 6F. DISPLACEMENT

1. ~~The site administrator/program manager~~ Administration will meet with the faculty to discuss the educational program needs of the school/program, grade levels, and subject areas.
2. Once the educational needs of the school/~~program~~ have been identified, the following process will be utilized:
  - a. At any site where teachers are to be displaced, teachers, including combination class teachers but excluding job-share teachers, will meet by grade level(s), department, ~~or program~~ and attempt to mutually agree on who is to be displaced.
  - b. In other instructional programs where teachers are to be displaced, teachers will meet within their respective programs and attempt to mutually agree on who is to be displaced (e.g., elementary music, P.E. Specialists and Science Specialists.).
  - c. When combination classes are created by collapsing two classes, the least senior teacher at those grade levels affected by the change shall be displaced.
  - d. When combination classes are eliminated, the combination class teachers will meet with both grade levels taught to attempt to mutually agree on who is to be displaced.
  - ~~e. If a special education RSP class which is shared between multiple sites becomes an RSP class at one of those specific sites, the teacher may elect to remain in the assignment.~~
  - ~~f. If two RSP classes are created (one each at former sites), the teacher may choose which RSP class he/she wants to teach. If only one of the new RSP classes is at one of the former sites, the teacher may elect to remain in that RSP assignment.~~



~~Through this process, no teacher shall be allowed to effectively “transfer” to a new site by circumventing the site selection process.~~

Note: Whenever possible, teachers will not be required to teach a combination class two consecutive years. If no appropriate vacancy is available at the site, the combination class teacher may choose voluntary displacement. The combination class teacher who elects voluntary displacement under this paragraph may only use displacement status to choose a straight grade-level assignment.

3. Teachers who are notified of displacement after the last posting in the transfer process may (a) elect to remain in the new position in which the teacher is placed, or (b) elect voluntary displacement for the following year by February 1.

4. If there is a displacement at a grade level, job-share teachers shall be displaced first if they choose to remain in a job share. They may apply for a job-share position for any job remaining at the site after all site-level shuffles have occurred. The new job share must be approved by the site principal and the Director of Personnel.

5. CRITERIA FOR DETERMINATION

a. If mutual agreement cannot be reached, the following criteria shall be applied by [Administration](#) before making the final recommendation as to who shall be displaced to the Director of Personnel:

Grades Preschool through 8

- Credentials held (including supplementary authorizations)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

Grades 9-12

- Credentials held (including supplementary authorizations)
- Major(s) and Minor(s)
- BCLAD or CLAD or equivalent
- Special Training and/or Certification if applicable

b. ~~Date of Hire shall be considered~~ If all the above factors are judged to be equal the following shall be considered in order.

1) Date of Hire

2) District Seniority

c. ~~District seniority shall be considered if all the above factors are judged to be equal.~~

~~6. When a teacher is displaced after the posting process has begun, the teacher will be personally contacted by phone message and in writing by the Personnel Office and informed of positions which are still open.~~