

March 11, 2025

MEMORANDUM OF UNDERSTANDING
between the
CSEA and its Lodi Chapter #77
and the
LODI UNIFIED SCHOOL DISTRICT
(Pilot Program re Article XIV: Transfers)

This Memorandum of Understanding ("MOU") is entered into between the Lodi Unified School District ("District") and CSEA, and its Lodi Chapter #77 ("CSEA" or "Association"). The District and CSEA are parties to a collective bargaining agreement ("CBA") which expires June 30, 2026.

The Parties have agreed to a Pilot Program regarding Transfers.

1. Article XIV: Transfers of the CBA will be revised as shown on Attachment A to this MOU.
2. This Pilot Program shall be effective upon ratification of this MOU by both parties, and shall expire on June 30, 2026.
3. This shall fully and finally resolve all bargaining regarding this Pilot Program and Transfers for the 2024/2025 school year.

FOR CSEA and its Lodi Chapter #77

By: _____

Date: _____

Sean Smyth CSEA LRR

PC vs JVH

C.B. Terra TB
LT Wike JHP

FOR THE LODI UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

3/11/25

XIV. TRANSFERS

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A transfer is a change of work site by an employee without a change in classification. A work site is defined as the school or District site to which the employee is assigned.

A. Employee Initiated Transfer (Revised 20~~24~~¹³)

1. Permanent classified employees with satisfactory performance evaluations (i.e. received an overall rating of "Outstanding" or "Meets Standards") are eligible to file a written transfer request with the Classified Personnel Department. The request shall be on the District form and indicate the job site(s) or one of the specific listed geographical locations to which transfer is desired.
2. Transfer requests must be received prior to the date of the vacancy being posted.
 - a. The Personnel Department will establish a voluntary transfer request list. Upon notification of a vacancy, the Classified Personnel Department shall contact regular, permanent employees qualified under the provisions of this article who have indicated an interest in the specific job site.
 - b. *The Parties recognize that a vacancy can persist despite efforts to fill the position. For persistent vacancies, the District will check the voluntary transfer request list on the last work day of each month.*
3. *Notwithstanding 2 above, the following process applies to Maintenance & Operations, Education Support Services and Technology. It is intended to provide employees with the opportunity to shift within a department when a transfer is inapplicable.*
 - a. *When a vacancy exists, the Supervisor shall electronically notify all employees within their department of the vacancy. A vacancy does not exist until after the District makes mandated placements (e.g. displacement or ADA).*
 - b. *Interested employees must respond to the notice within three (3) business days.*
 - c. *The Supervisor will consider all department applicants for interview. Neither consideration nor interview are a guarantee of a shift.*
 - d. *This process will not be applicable to any vacancy created by the shift.*
4. Regular permanent employees are limited to one (1) voluntary transfer during a twelve (12) month period.
5. Employees requesting transfers shall be considered on the basis of program needs, qualifications, evaluations, and seniority in that order. If there are two (2) or more employees equally qualified, then hire date seniority within classification will prevail.
6. Reasons for denial of employee initiated transfers shall be given within five (5) days of the denial, *if requested by the employee*. An employee who has requested transfer and declines three (3) opportunities within one (1) year shall have his/her name removed from the transfer list.

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7. The District shall provide CSEA, at least monthly, with electronic notice of transfers which have occurred pursuant to this sub-article.
8. Probationary employees of the District shall not be eligible for voluntary transfers.

B. District Initiated Transfers

1. A permanent employee may be transferred based upon the needs and best interest of the District and/or employee, provided that such transfer will not result in loss of pay or benefits to the employee.
2. An employee shall be notified five (5) days prior to the effective date of the transfer, whenever practical.
3. CSEA shall be notified of the transfer provided the employee involved approves such notice. The employee will be provided with a form to sign acknowledging that the District has informed him/her of the right to have CSEA representation.
4. Unit members subject to District Initiated Transfer shall be afforded the opportunity to meet with the Director of Personnel to discuss potential hardships of the transfers.

C. District Initiated Transfers (Funding/Program Change) (New 1986-87)

Should any site experience a loss of funding or program changes, the displaced employee(s) will be transferred from the site to an available vacancy at another site based on seniority as follows:

1. A seniority list will be prepared for all employees in the classification, at the site, who are affected by the program change or funding loss.
2. Seniority will be based upon date of hire in the District in the affected classification.

Placement at the new site may not necessarily be in the same grade level, funding source or program. The preceding procedure shall only apply to transfers due to the circumstances set forth above.

The layoff procedure of this Agreement will be utilized when it is not possible to transfer a displaced employee to a vacant position.

D. Medical Transfer

The District may give alternate work within classification when available to a permanent employee who has become medically unable to satisfactorily perform his/her regular assigned duties. If an employee is unable to perform the duties of his/her classification, the District will make every attempt to provide alternative work, if available, in a classification for which the employee is qualified. The employee and CSEA shall be notified in writing within five (5) days, whenever practical.

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