

Sacramento City Teachers Association  
Counterproposal from SCUSD

November 6, 2023

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ARTICLE 8 – TRANSFERS

8.1 DEFINITION

8.1.1 A VOLUNTARY TRANSFER is one which is initiated upon application of the employee and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

8.1.2 A INVOLUNTARY TRANSFER is one which is initiated by the employer and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

8.1.3 A TRANSFER is one which is initiated by the employer and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

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8.1.10 A TRANSFER is one which is initiated by the employer and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

- 8.1.10 A **LONG TERM SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who the District anticipates will remain employed for more than 90 consecutive work days and who is so informed by the District at the time of hiring or at the time of change from day-to-day substitute status.
- 8.1.11 A **DAY-TO-DAY SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who is hired as needed to fill a certificated position.
- 8.1.12 **IN-DISTRICT PERMANENT PERSONNEL** as referred to in the Application and Placement section of this Article are those who have gained tenure in the District; or in the case of application for positions to be filled in the next school year, persons who will gain tenure the beginning of that next school year.
- 8.1.13 **IN-DISTRICT PROBATIONARY PERSONNEL** as referred to in the Application and Placement section of this Article are those in probationary status except as referred to in 8.1.12.

8.1.14

[ok]

## 8.2 GENERAL PROVISIONS

- 8.2.1 No teacher shall be transferred nor denied a transfer request arbitrarily, capriciously or without basis in fact.
- 8.2.2 Applications for voluntary transfer may be filed whenever a Notice of Vacancy is posted by the District. Application forms for transfer shall be available online ~~No classroom~~  
~~to September 30~~
- classification: (District okay)
- 8.2.3 If an applicant is not selected for a specific position for which he/she applied, school site or administrative unit shall, upon written request, provide the applicant with a written statement of the reasons therefore.
- 8.2.4 Any teacher may submit an application for transfer at any time directly to the Human Resources Office without being required to notify or receive approval from the building principal or other administrator in charge.
- 8.2.5 Application for transfer to any type of position or location shall be made to the Human Resources Office provided for this purpose. Verification of the receipt of application can be obtained in person from the Human Resources Office. [ok]

8.2.10 If an applicant fails to accept or respond to a tentative assignment, or when all available means of communication have been exhausted in contacting that applicant, the Human Resources Office may

[REDACTED]

8.2.11 Any breaks transferred during the times that schools are in regular session shall be provided and (1)

call

8.3 NOTICES OF VACANCIES

8.3.1 It is the intent of these procedures that every reasonable effort shall be made to provide employees with information regarding the establishment of new positions as well as vacancies in existing positions when

[REDACTED]

time permits. Positions shall be posted for a period of not less than four (4) work days. A notice of vacancy shall list all objective criteria which shall serve as the basis for selection.

8.3.1.1 After internal assignment changes, if any, vacancies for the ensuing year shall be identified and reported to the Human Resources Office and SCTA by site/program administrators in sufficient time to meet the posting timelines. Exceptions may be made for extenuating circumstances which can be documented.

8.3.1.2 To assist in early staffing, any unit member who submits his or her retirement or resignation prior to February 1 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars (\$1500) upon Board acceptance of the retirement or resignation. By mutual agreement, the parties may agree to increase the retirement/resignation incentive. Additionally, the District and SCTA agree to the following efforts based on mutual agreement for retirees and resignees:

- a. A program that provides for substituting opportunities at the teacher's last site(s) for the purpose of continuity and in-servicing and provisioning of new teachers.
- b. A program of recognition.
- c. Development of appropriate information regarding STPS health benefits and other matters

[REDACTED]

8.3.2 All notices of vacancies shall be prepared as soon as possible after vacancies and positions are known,

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- b. Reduced funding in special programs.
- c. The termination of an LTA position or special funded position for a regular permanent teacher who has no immediate return rights to a position, classification or a designated position.

8.4.2 Before declaring anyone surplus, it shall be determined if there is a volunteer with the proper credential in the area being surplus who is teaching in that area and who is willing to accept surplus status. Written and email notification shall be sent to all affected staff requesting any volunteers prior to the

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2.19 [REDACTED] Surplusing of Counselors: The following procedures shall be used except where in conflict with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] compelling reasons. However, these provisions do not apply to declaration of surplus staff at a school and an involuntary transfer where the total number of District positions has not been reduced. This provision would only apply if the total number of counseling positions has been reduced.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*[Handwritten signature]*

enrollment and \_\_\_\_\_ for the subsequent school year broken down by school

subsequent vacancies occurring after \_\_\_\_\_ be made available to remaining surplus teachers under Step 1 B below. If it is determined that a position has been hidden to avoid its inclusion in the Step 1 process, the position will be posted and awarded according to the step 1 procedures set forth in this section, regardless of the time of year.

For Step 1 \_\_\_\_\_ as \_\_\_\_\_ unit, in-District, permanent and surplus personnel, \_\_\_\_\_ For step 1, "additional applicants" or "additional teacher temporary, seventy-five percenters, new offers, new applicants, and substitutes, --[ok]

8.5.1.1 If there are five (5) or more qualified applicants, the five (5) most senior shall be referred. One (1) shall be selected and placed. (District okay)

*[Handwritten signature]*

*[Handwritten mark]*

a. The principal or designee;

[Redacted]

8.5.1.10

8.5.2

[Redacted]

[Redacted]

During the surplussing process,

manner in order to afford the District the best

[Redacted] All surplus personnel shall be contacted by the Human Resources Office. Each surplus employee shall have the opportunity to select two (2) positions in which he/she is interested, and the employee shall be placed in one (1) of the identified positions. Such selections shall occur in the seniority order of the surplus employees. If only one choice remains and the position is one that is acceptable to the surplus employee, that position shall be awarded to the

e.



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8.5.3.2 Self-surplused personnel per 8.4.2.1.1 shall be placed.

8.5.3.3 Non-classroom teachers in indicated positions (classifications) who have no return rights to a prior position shall enjoy the following rights at the end of their special assignment:

- a. Teachers may participate in the surplus process.
- b. If the surplus process has already occurred, teachers may apply for any vacancy for which they are qualified.

8.5.3.4 Any positions that remain unfilled following the surplus process shall be posted in accordance with Step 2 – Open Period, set forth below.

8.5.4 **Step 2 - Open Period ( to January 31)**

Step 2 shall begin on and shall continue through January 31<sup>st</sup>. Candidates may include all qualified in and out of District applicants.

8.5.4.1 the applicants for any position shall be referred to the site or unit administrator for selection. the referred applicants shall be those with the the if more employees apply will be If one

*[This section contains several lines of text that have been completely redacted with black bars.]*

e. ~~the district will provide opportunity for interested and qualified substitute teachers to receive their Emergency Career Substitute Permit per CTC guidelines. [ok]~~

~~directly. At the time of such placement, should there be two or more positions for which such teachers qualify, the teachers shall choose from among the positions on a seniority basis. [ok]~~

~~Positions that become vacant after January 15<sup>th</sup> and filled subsequently for the remainder of that school year may be designated as limited term assignments and become available during Step 1 for the following school year.~~

~~regular credentialed teachers are not available for these positions will remain in the assignment until the end of the school year or until the employee is terminated. The position will then be posted for the~~

8.5.5 The district will meet to discuss with SCTA potential changes to the Early Learning and Care programs, classes, locations, hours, etc. no later than March 1<sup>st</sup>. The Early Learning and Care programs surplus process will take place no later than May 1<sup>st</sup> unless a timeline extension is mutually agreed upon.

8.5.6 The district will provide SCTA with proposed changes to Special Education programs, classes, locations, etc. no later than April 1<sup>st</sup>. The special education change of assignment process will occur not later than

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8.6 INTRADISTRICT EXCHANGE

8.6.1 Should two (2) or more teachers desire to exchange positions on a temporary basis, said teachers shall

[REDACTED]

be responsible for making all of the arrangements. Such arrangements shall be reduced to writing and shall include the following:

- a. The name of the teacher(s) involved.
- b. The subject areas the teachers are qualified to teach.
- c. The written approval of the site administrators.

[REDACTED]

