

**San Diego Unified School District and San Diego Education Association  
Tentative Agreement for a Successor Collective Bargaining Agreement  
May 5, 2015**

This Tentative Agreement is made and entered into on this 5<sup>th</sup> day of May, 2015 by and between the San Diego Unified School District (District) and San Diego Education Association (SDEA). The District and SDEA have met and negotiated in good faith and have completed their negotiations for this 2014-2017 Agreement. This Agreement is the successor to the parties' 2013-2014 Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2013-2014 Agreement are combined with the terms of the agreements reached during these negotiations to form the 2014-2017 Agreement. The parties' will develop appropriate non-substantive language to finalize this agreement.
  
- B. The tentative agreements which will be incorporated into the 2014-2017 Agreement (Attached hereto):
  - 1. Article 7 (Wages), tentative agreement dated May 1, 2015
  - 2. Article 8 (Hours of Employment), tentative agreement dated March 4, 2015
  - 3. Article 9 (Health & Welfare Benefits), tentative agreement dated March 4, 2015
  - 4. Article 10 (Leave Policies), tentative agreement dated August 25, 2014
  - 5. Article 11 (Safety Conditions of Employment), tentative agreement dated August 25, 2014, revised on May 5, 2015
  - 6. Article 12 (Transfer Policies), tentative agreement dated March 4, 2015
  - 7. Article 13 (Class Size), tentative agreement dated May 1, 2015
  - 8. Article 14 (Performance Evaluation Procedures), tentative agreement dated March 4, 2015
  - 9. Article 15 (Grievance Procedure), tentative agreement dated June 5, 2014
  - 10. Article 21 (Job Sharing), tentative agreement dated June 5, 2014
  - 11. Article 24 (Educational Reform and Shared Decision-Making), tentative agreement dated March 16, 2015
  - 12. Article 29 (Special Education), tentative agreement dated March 9, 2015, revised on May 5, 2015
  - 13. Article 32 (Visiting Teachers), tentative agreement dated March 10, 2015
  - 14. Article 34 (Furlough Days), tentative agreement dated May 29, 2014
  - 15. Article 35 (Effect of the Agreement), tentative agreement dated May 1, 2015
  - 16. Appendix A (Salary Schedule and Rules), tentative agreement dated May 5, 2015
  - 17. Appendix B (Early Childhood Education Programs Salary Schedule), tentative agreement dated March 10, 2015, revised on May 5, 2015
  - 18. Appendix C (Military Science Instructors' Salary Schedule & Rules), tentative agreement dated May 5, 2015
  - 19. Appendix D (Visiting Teacher Salary Schedule & Rules), tentative agreement dated March 16, 2015

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District Initial

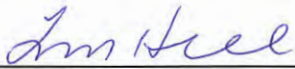
20. Appendix F (School Psychologist Salary Schedule & Rules ), tentative agreement dated May 5, 2015
  21. Appendix G (Speech-Language Pathologist Salary Schedule & Rules), tentative agreement dated May 5, 2015
  22. Appendix J (Job Share Memorandum of Understanding), tentative agreement dated May 1, 2015
  23. Appendix K (Administrative Transfer Pre- arbitration Settlement Agreement Referenced in Article 12), tentative agreement dated May 1, 2015
  24. Appendix M (Payroll & Financial Software Memorandum of Understanding), tentative agreement dated May 1, 2015
  25. Appendix O (Gompers High School Memorandum of Understanding), tentative agreement dated May 1, 2015
  26. Appendix P (SDEA Medical Savings Example), tentative agreement dated May 1, 2015
  27. Appendix R (Agreement Extending Contract & 2012/2013 Layoff & Restorations), tentative agreement dated May 1, 2015
  28. Appendix S (2015-16 List of Unduplicated Count Schools at 90 Percent), tentative agreement dated May 5, 2015; Parties agree to re-letter this Appendix prior to contract print
- C. Parties also reached agreement on the attached Memorandum of Understanding related to a retirement incentive for the 2014-2015 school year, dated April 30, 2015.
- D. In Article 7, Section 7.1.1, every effort will be made to have the retroactive payment processed by June 30, 2015, but no later than August 1, 2015.
- E. The rates currently listed in the Appendices are accurate as of the 2014-2015 school year, prior to the retroactive 1% increase agreed to in Article 7 (Wages) effective July 1, 2014. Prior to printing of the new Agreement, updated rates will be calculated for both the retroactive 1% increase on July 1, 2014 and the 4% increase on July 1, 2015, will be shared between the Parties, and will be incorporated into the final Agreement.
- F. Term of the Agreement: As set forth in Article 35, Section 35.5, the term of this Agreement shall be July 1, 2014 through June 30, 2017. It shall become effective upon final Board adoption. There shall be reopener negotiations for the 2016-2017 school year as follows:
1. 2016-2017 Reopener: The parties to reopen Article 7 Wages and corresponding Appendices for the purpose of negotiating wage increases.

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District Initial   *MB*



The Agreement is subject to ratification by the SDEA and to final adoption by the San Diego Unified School District.

**FOR SDEA**

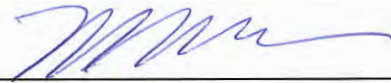


Tim Hill

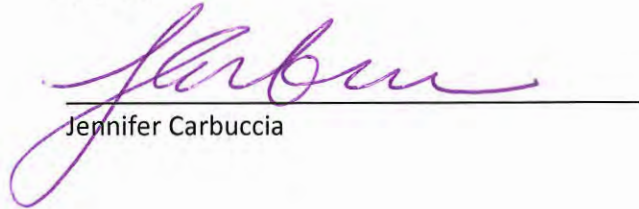


Lindsay Burningham

**FOR THE DISTRICT**





Mark Bresee



Jennifer Carbuccia

Date of Agreement: May 5, 2015

SDEA Initial 

District Initial 

**MEMORANDUM OF UNDERSTANDING**  
**Between the San Diego Unified School District**  
**And the San Diego Education Association**

**Retirement Incentive**

April 30, 2015

The District will provide a retirement incentive that must include a minimum of 125 SDEA permanent, contracted, unit members who retire at the conclusion of the traditional or year-round school year (June and July, 2015). Unit members must submit their intent to retire to the District by June 15, 2015. Unit members who submitted an intent to retire prior to the date of this MOU, and whose retirement will take effect after the date of this MOU, are eligible to participate.

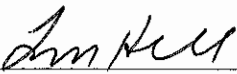
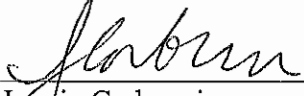
In the event the April 30, 2015 Tentative Agreement is not ratified, or the minimum threshold of 125 members is not met, the retirement incentive shall be cancelled and the members may rescind their retirement.

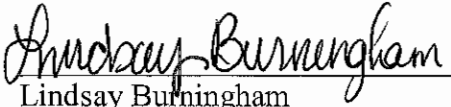
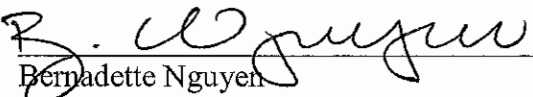
The retirement incentive is available to unit members who:

1. Are age 55 or more and have 17 years of service in positions in the bargaining unit and,
2. Notify the District of their intent to participate in the retirement incentive within the timeline defined above and then complete the necessary CalSTRS paperwork and resignation form for purposes of retirement. Notification must be received by the District no later than June 15, 2015.
3. Are covered under a District sponsored group medical benefit plan as an employee immediately prior to the effective date of retirement with CalPERS or CalSTRS.
4. Enroll in the District retiree medical plan beginning immediately upon retirement effective date. Participant must remain on the District retiree medical plan in order to continue to be eligible for the retirement incentive payment.

Unit members who meet the requirements above will be provided up to \$5,000 per year or the total cost of the plan the retiree is enrolled in, whichever is less, toward the cost of retiree medical premiums. This amount will be applied in 12 equal increments over the course of each plan year, beginning no sooner than July 2015. This amount will be in addition to the SDEA/SDUSD Joint Employee Welfare Benefits Trust (JEWBT) contribution defined in the SDEA Collective Bargaining Agreement. That amount is currently \$340 per month.

Eligibility for this retirement incentive payment shall continue for 5 years from the date of retirement, until the retiree no longer participates on the District retiree medical plan or until the retiree turns 65 whichever comes first. Five years shall be defined as through July 2020.

 _____ Tim Hill San Diego Education Association	4-30-15 Date	 _____ Jennie Carbuccia San Diego Unified School District	4-30-15 Date
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 _____ Lindsay Burningham San Diego Education Association	4-30-15 Date	 _____ Bernadette Nguyen San Diego Unified School District	4-30-15 Date
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**Tentative Agreement  
Between San Diego Unified School District and  
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2014 Successor Collective Negotiations Contract**

**ARTICLE 7: WAGES**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**Section 7.1: SALARY RATES**

**7.1.1 2014-2015 Salary Rates. Effective July 1, 2014, the 2014-2015 salary rates shall be increased by one percent (1%).**

**7.1.2 2015-2016 Salary Rates. Effective July 1, 2015, the 2015-2016 salary rates shall be increased by four percent (4%).**

**7.1.3 2016-2017 Salary Rates. After approval of the 2016-2017 state budget, the Parties will reopen negotiations on this Article 7: Wages. Negotiations shall commence no later than ten (10) days after the adoption of the 2016-2017 state budget. The reopener shall be for the purpose of negotiating increases to wages.**

~~7.1.1. 2010-2011 and 2011-2012 Salary Rates:~~

~~7.1.1.1 Effective July 1 2010, salary rates for the 2010-2011 fiscal year shall be decreased from the level of salary rates in effect at the end of the 2009-2010 fiscal year in accordance with Article 34: Furlough Days. The percentage of salary reduced shall be equal to .54% of each employee's salary for each furlough day that occurs for the bargaining unit members working a 184-day contract year during the 2009-2010 fiscal year. Bargaining unit members who work different work years shall be reduced by a percentage representing a five (5)-day reduction to their work year.~~

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SDEA Initial   *ed*    
District Initial   *MB*



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~~7.1.1.2 Salary rates for the 2010-2011 and 2011-2012 fiscal years may increase in accordance with Article 34: Furlough Days.~~

~~7.1.2 2012-2013 Salary Rates:~~

~~7.1.2.1 Effective July 1, 2012, salary rates shall be restored to the level of salary rates in effect at the end of the 2009-2010 fiscal year in accordance with Article 34: Furlough Days.~~

~~7.1.2.2 Effective July 1, 2012, the 2012-2013 salary rates shall be increased by an additional two percent (2%) beyond the salary restoration in Section 7.1.2.1.~~

~~7.1.2.3 Effective January 1, 2013, the 2012-2013 salary rates shall be increased by two percent (2%).~~

~~7.1.2.4 Effective June 30, 2013, at 11:59 p.m., the 2012-2013 salary rates shall be increased by three percent (3%).~~

**Section 7.2: RETROACTIVE COMPENSATION**

Compensation paid pursuant to this Article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the ~~2010-2011, 2011-2012 and 2012-2013~~ **2014-2015, 2015-2016 and 2016-2017** salary schedules, respectively, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.


**Section 7.3: MEAL CHARGES**

The District agrees to pay the meal charges for meals provided by the District and consumed at the Off Campus Integrated Learning Education (OCILE) Program (Camp Palomar) for those teachers assigned to accompany their classes to the program and those teachers who are permanently assigned to the program.

**Section 7.4: MILEAGE**

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Approved mileage for certificated unit members will be the current applicable Internal Revenue Service rate.

**Section 7.5 BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA)**

During the term of this agreement, unit members will not be required to make any financial contribution to participate in the Beginning Teacher Support and Assessment (BTSA) induction program offered through the District.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-1-2015

Ron Reese  
Ron Reese

Date: May 1 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/2015

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5-1-2015

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SDEA Initial RL

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**Tentative Agreement  
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**ARTICLE 8: HOURS OF EMPLOYMENT**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 4, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**Section 8.1: CONTRACT DUTY DAYS**

8.1.1. The basic academic teaching year shall consist of no more than one-hundred and eighty-four (184) teaching and non-instructional days. The basic work year for School Psychologists and Senior School Psychologists shall consist of one-hundred and ninety-one (191) workdays. The basic contract work year for OCILE unit members will be two-hundred (200) work days. The basic contract year for Speech-Language Pathologists and Senior Speech-Language Pathologists shall consist of one hundred eighty-four (184) work days. Extended work years are set forth in Appendices A, B, F, and G.

~~8.1.2. Contract Duty Days — 2010-2011 and 2011-2012: During the 2010-2011 and 2011-2012 fiscal years the provision of Section 8.1.1 shall be modified as follows: The basic academic teaching year shall consist of no more than one hundred and seventy nine (179) teaching and non-instructional days. The basic work year for School Psychologists and Senior School Psychologists shall consist of one hundred eighty six (186) work days. The basic contract work year for OCILE unit members will be one hundred ninety five (195) work days. The basic contract year for Speech-Language Pathologists and Senior Speech-Language Pathologists shall consist of one hundred seventy nine (179) work days. Extended work years are set forth in Appendices A, B, F, and G.~~

~~The length of the work year during 2010-2011 or 2011-2012 school years may be increased in accordance with Article 34: Furlough Days. Section 8.1.2 shall be in effect for the 2010-2011~~

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~~and 2011-2012 fiscal years only. Section 8.1.2 shall cease to be in effect July 1, 2012, and shall be removed from the contract thereafter.~~

- 8.1.23. Regardless of school calendar to which assigned (traditional, single-track year-round, etc.), unit members who are employed as of July 1 of any year shall be provided the opportunity to earn a full work year's retirement credit and a full work year's compensation during each fiscal year (July 1 to June 30) of employment by the District.

**Section 8.2: CALENDAR**


- 8.2.1. Calendar Committee: The District agrees to establish a joint calendar committee composed of an equal number of district representatives, association representatives and other stakeholder representatives appointed by their respective groups. The size of this Committee shall be determined by mutual agreement of all Parties.

The purpose of this Committee shall be to develop a multi-year instructional master calendar which includes traditional and single-track ~~and multi-track~~ year-round schedules, non-paid holidays and other non-paid days. ~~It shall be the goal of t~~This Committee to shall present the calendar to the Board of Education ~~for adoption~~ one (1) year prior to its implementation.

- 8.2.2. In the event that the Association disagrees with the Committee's recommendations, the District, upon request, agrees to negotiate with the Association on the proposed Master Calendar at least two (2) months prior to its adoption by the Board. Such negotiations shall take place, as necessary, separate and apart from regular contract negotiations through the Contract Administration Committee. Negotiations shall commence sufficiently in advance so that agreement is reached and the new calendar(s) is adopted by the Board of Education at least one (1) year prior to its commencement.
- 8.2.3. Unit members who, by virtue of their assignment, are required to work an individualized calendar will develop such a calendar, subject to approval by the immediate supervisor to assure that it has the appropriate number of workdays, that it does not conflict with district or site scheduled activities or staffing needs, and that it conforms to appropriate district holidays.

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**Section 8.3: MINIMUM, SHORTENED AND MODIFIED DAYS**

With input from the staff, the instructional schedule for minimum, shortened, and modified days shall be determined at the site by the supervisor after informing staff and providing them with an opportunity to give input.

**Section 8.4: STUDENT GRADE REPORTS**

8.4.1. In secondary schools, no site supervisor shall require unit members to submit grades and reports prior to the first working day following the conclusion of the report period (first, second, and third quarters only unless approved by the appropriate division head).

Fourth quarter grades shall not be required earlier than 8:00 a.m. on the last teacher workday of the semester, except for students being promoted to senior high or graduating students. For all four (4) quarters, notices of failures and unsatisfactory citizenship may be required prior to any of these cutoff times to facilitate counseling and/or provide for parent notice.

8.4.2. In secondary schools using six (6) student grade reports during the school year, sometimes referred to as the six (6) week student progress report, unit members will fill in the grades on the assigned date for the first, second, fourth, and fifth report card.

A "D" or an "F" mark on the second or fifth student grade report will constitute compliance with the requirement for a notification of unsatisfactory progress (warning notice) if a pupil is in danger of failing a course. The dates for semester student grade reports will be as stated in Section 8.4.1.


**Section 8.5: WORKDAY AND WORKWEEK**

The District and the Association recognize the principle of an eight (8) hour unit member workday, and a forty (40) hour workweek for persons employed on a full-time basis during the regular school year.

8.5.1. Full-time classroom teachers shall be required to remain on site for a minimum of six (6) hours and thirty-five (35) minutes a day, exclusive of a duty-free lunch period. The duty-free lunch period shall be a minimum of thirty (30) minutes. (See Appendix H for part-time certificated assignments.)

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8.5.2. The Parties recognize that the services performed by non-classroom certificated staff such as Counselors, Library Media Teachers, School Nurses and similar non-classroom positions contribute substantially to the instructional program and may require that services be provided outside of the six (6) hour and thirty-five (35) minute day but within the forty (40) hour week. The Parties also recognize that unit members' morale and collegiality requires that work hours be as equitable as possible. (See Appendix H for part-time certificated assignments.) To this end, the Parties agree that:

8.5.2.1. It is expected that non-classroom unit members remain on site when their assignments, or other scheduled responsibilities connected with their assignments, occur after the six (6) hour and thirty-five (35) minute day. However, it is not expected that such unit members would routinely be required, to remain on site for eight (8) hours each school day or to obtain daily approval to leave site prior to the expiration of an eight (8) hour day.

8.5.2.2. Mutual arrangements between such unit members and their supervisors should be worked out for the year.

8.5.2.3. Unit members covered by this Section shall be entitled to a minimum thirty (30) minute duty-free lunch period minutes and, on days when such unit members are required to remain on site for eight (8) hours, are entitled to two (2) fifteen (15) minute rest periods per day.

8.5.2.4. This contract language is meant to provide unit members covered by this provision with a greater degree of professional discretion with respect to their workday. It is understood that all necessary professional services to staff, students, and parents will continue to be provided by such unit members and that such unit members will ensure that they build adequate planning and preparation time into their schedules. Counselors, nurses, itinerants and non-classroom unit members shall be provided adequate planning and preparation time within their schedules commensurate with their assignment(s).

8.5.3. The balance of the forty (40) hour workweek shall include as responsibilities: a reasonable number of meetings, conferences, departmental activities, site planning, evaluation and instructional activities, open houses and staff development activities as determined by the principal.

8.5.4. The schedule of work hours for unit members at each site shall be determined solely by the supervisor, consistent with the provisions of this Agreement.

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**Tentative Agreement**  
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8.5.5. Within the forty (40) hour workweek, supervisors shall have the right to call and require attendance at a reasonable number of staff meetings.

8.5.6. Early Childhood Education teachers assigned to a Child Development Center shall be required to remain on site for seven (7) hours and thirty (30) minutes a day, exclusive of a minimum thirty (30) minute, duty-free lunch period, with the balance of duties and responsibilities as assigned, including a thirty (30) minute preparation/relief time.

8.5.7. Off Campus Integrated Learning Education (OCILE) Programs

8.5.7.1. Outdoor Education. Due to the nature of the school camp program, outdoor education unit members' duties may vary in the number of workweek hours, depending upon the activities scheduled; but the average workweek hours shall not exceed forty-one (41) hours per week with pupils. The total workweek hours need not be divided equally across five (5) days. The allocation of work hours shall be arranged by the camp principal with input from the staff. Except in emergencies, outdoor education unit members shall not be required to remain on site during non-working hours.

8.5.7.2. Camp Palomar.

- a. Normally, sixth grade teachers are expected to participate in the Outdoor Education Program at Palomar. In consultation with the site principal, the sixth grade teacher may request exception to attendance at the program due to personal or family hardship, contingent upon the exchange of teaching responsibilities with a teacher from another grade level or track who will assume teaching responsibilities for the week of attendance.
- b. Participating classroom teachers will meet with the Palomar principal upon arrival on Monday morning to jointly develop the schedule of classroom teacher activities.
- c. The District will fund one (1) visiting teacher day for each unit member participating in the Outdoor Education Program at Palomar. Unit members shall utilize the visiting teacher day established herein during the school year in which the Camp Palomar assignment takes place. In the event that the visiting teacher day is used prior to the scheduled Camp Palomar assignment, and the unit

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member subsequently does not participate in the assignment, the day shall be deducted from the unit member's accumulated sick leave.

8.5.7.3. Old Town and Balboa Park Programs

While participating in the Old Town and Balboa Park Programs, the teacher and the principal shall mutually establish a flexible work week schedule to prevent the work week from extending beyond forty (40) hours. In the event of an unforeseen emergency which results in an extension of the work week beyond forty (40) hours, the unit member shall be compensated at their prorata rate of pay.

8.5.7.4. Work year

The work year for unit members assigned to work in the Off Campus Integrated Learning Education (OCILE) programs is defined in Section 8.1.1.

8.5.8. Unit Member Workload


All terms and conditions of employment impacting the workload of any certificated job class within the bargaining unit at the grade, department, program, school or district level, shall be maintained at not less than the highest minimum standards in effect on November 18, 2009. This Section shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless required by law or authorized by the provisions of this Section.

8.5.8.1. Section 8.5.8 does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the section is to promote cooperative engagement in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 24.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.8.

8.5.8.2. Any disagreement between the parties regarding Section 8.5.8 shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. SDEA shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or

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will be prohibited by Section 8.5.8. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of SDEA bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.8, the District may raise the defense that the impact on workload was *de minimus* and therefore not a violation of Section 8.5.8.

~~8.5.8.3. Until Standard Based Report Cards (SBRCs) are no longer required Section 8.6.6 will be modified so that a minimum of seventy five percent of the modified days at each elementary school in any given school year are set aside for unit member directed preparation time and that no more than one modified day per month may be used for required meetings or conferences.~~

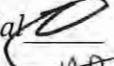

~~8.5.8.4. Until Standard Based Report Cards (SBRCs) are no longer required, during the two (2) weeks prior to the date by which the first SBRCs of the academic year are due, and during the one (1) week prior to the date by which the second and third SBRC's of the academic year are due, the District and site administrators will be restricted from scheduling and/or holding any required meetings other than on the one (1) modified day per month not set aside for unit member directed preparation time. The District and site administrators are restricted from shifting any meetings to another date.~~

~~8.5.8.5. For the five (5) days following the administration to students of any benchmarks or other assessments initially mandated by the District or site between July 1, 2008 and November 18, 2009, the District and site administration will be restricted from scheduling and/or holding any required meetings other than on the one (1) modified day per month not set aside for unit member directed preparation time. The District and site administrators are restricted from shifting any meetings to another date.~~

~~8.5.8.6. Classroom teachers and other unit members responsible for scoring any benchmarks or assessments initially mandated by the District or site between July 1, 2008 and November 18, 2009, will be given one (1) hour of additional preparation time following the administration of the assessments for scoring if completing the scoring process requires manual scoring or manual data entry.~~

~~8.5.8.7. If the necessary scanning and other technologies required for DataDirector data entry are not in place and available for use, unit members responsible for inputting assessment data~~

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~~into DataDirector will be given one (1) hour of additional preparation time following the administration of each assessment.~~

**Section 8.6: ELEMENTARY PREPARATION TIME**

8.6.1. Elementary Preparation Time Program. Elementary school preparation time will be provided through the employment of preparation time teachers.

8.6.2. Elementary Preparation Time Committee. The Parties agree to continue the Elementary School Preparation Time Committee which is composed of five (5) representatives appointed by the District and five (5) representatives appointed by the Association.

8.6.2.1. This Committee will establish its own meeting schedule. It is understood that release time will be kept to a minimum and meetings will, whenever possible, be held after the school day.

8.6.2.2. The Committee will be charged as follows:

- a. To obtain suggestions from the elementary school sites relative to the use of the preparation time teachers, and to develop an annual schedule of the assignment of preparation time teachers to sites, and to monitor the implementation of the preparation time program, including the allocation of preparation time to each elementary school.
- b. To anticipate and develop recommended procedures to cover any unique employment conditions attendant to preparation time teachers, including provisions related to travel time, preparation time, number of sites served, length of instructional sessions/weeks, class size, number of classes, etc.

8.6.3. Change in Subject Emphasis

Requests for change in subject emphasis for the following year shall be determined by the shared ~~decisionmaking~~ decision making process, shall be submitted to the Preparation Time Committee by February 1 and shall be considered in accordance with the district preparation time procedures. Affected preparation time teachers shall be afforded the opportunity to present their views and participate in the discussion prior to the final decision of the governance team.

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8.6.4. Implementation of Preparation Time

8.6.4.1. The release time per classroom teacher should be a minimum of forty-five (45) minutes to an hour per week for grades TK-3 and fifty-five (55) minutes to an hour per week for grades 4-6. (See Appendix H for part-time certificated assignments.) Additional preparation time should be given if possible.

8.6.4.2. All classroom teachers, grades TK/1, 1-6, special day class teachers, SH, LH, CH, SED, PF, D/HH, PHI, MPC and K teachers with the same pupil contact time as other classroom teachers at their site are eligible for preparation time. Teachers who are assigned to teach a single session of Kindergarten and who are also assigned to teach ESL or other subject matter shall be provided the same allocation of preparation time as other classroom teachers at the site through appropriate scheduling of the ESL or other subject matter assignment.

8.6.4.3. Visiting teachers shall be provided when preparation time teachers are absent.

8.6.4.4. Each site shall have a Preparation Time Advisory Committee to assist with the operation (i.e. selection, scheduling, problem solving, etc.) of this program. The Committee should consist of the principal, the association representative, preparation time teachers and other(s) the site deems appropriate.

8.6.5. Rights of Preparation Time Teachers



8.6.5.1. Normally, the preparation time teacher will provide preparation time to no more than twenty-three (23) teachers per week.

8.6.5.2. Preparation time teachers have the same rights and responsibilities as other unit members.

8.6.5.3. Preparation time teachers shall have the same amount of uninterrupted preparation time during the week as other eligible teachers on the staff.

8.6.5.4. The determination of the preparation time teacher's cost center, in the case of a split assignment, shall be the site with the largest time allocation. If schools share a preparation time teacher on an equal basis, the cost center will be determined

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alphabetically (closest to the letter A). Disputes concerning the scheduling of preparation time teachers that cannot be resolved by affected sites shall be referred to the Elementary Preparation Time Committee for resolution.

8.6.5.5. The site Preparation Time Advisory Committee shall give priority consideration to the unit member work space needs for the preparation time focus to be offered.

8.6.5.6. Elementary Preparation Teachers shall solely be assigned to provide instruction within the content area of their assignment.

8.6.6. Modified Days. Elementary school preparation time will also be provided at sites where modified-week schedules are currently in place. During the modified days established for this purpose, the site shall not schedule required meetings or conferences.

~~(For modified days, Section 8.5.8.3 is the governing language for the duration of time while Standard Based Report Cards (SBRCs) are required.)~~

8.6.6.1. Not less than one (1) nor more than three (3) modified days per month will be set aside for elementary preparation time for a minimum of one-half (1/2) of the available modified days in a school year.


8.6.6.2 During the two (2) week period prior to the date by which report cards are due, modified days shall be set aside for unit member-directed preparation time.

8.6.6.3 The parties acknowledge the ongoing time commitment to complete District-mandated assessments and other site-based assessments, including those that require manual scoring or manual data entry; curriculum development and implementation; SPED consultation; and, work associated with Common Core. In recognition, in addition to one-half of the annual modified days being set aside for member preparation and planning as specified in Section 8.6.6.1, one half of the remaining modified days (i.e. 25% of the annual total) will be designated for unit member-directed preparation time, unless, by a majority secret ballot vote of unit members, the school site chooses to use some or all of these days for collaborative planning, professional learning with colleagues, or other uses.

8.6.6.24. The site principal will, after consultation with classroom teachers, select the modified day(s) per month to be set aside for preparation time.

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8.6.6.35. In elementary schools where alternative elementary preparation time exceeds time provided in this Section, the schools shall be exempt from the provisions of this Section, upon a two-thirds (2/3) secret ballot vote of the certificated staff.

**Section 8.7: SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS**

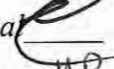

- 8.7.1. The weekly schedule of employment for full-time classroom teachers in secondary schools, shall include twenty-five (25) teaching or supervised study periods and five (5) periods for preparation/conference as defined in this Article. The twenty-five (25) teaching and supervised study periods normally will be divided into five (5) approximately equal periods per day.
- 8.7.2. Preparation/conference period for full-time secondary classroom teachers shall be one (1) regular period of a teacher's workday, which is not devoted to instruction of pupils, and which shall be used for preparation of instructional materials, other instructionally-related activities, and may be used for conferences and a reasonable number of meetings. (See Appendix H for part-time certificated assignments.)
- 8.7.3. In schools with block schedules, an aggregate of five (5) preparation periods per week shall be deemed to meet the requirements of this Section.

**Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS**

The provisions of Section 8.7 may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:

- 8.8.1. If approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, and the division head, and there is no increase in the number of hours per week, as stated in Section 8.7.1.
- 8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.7., and the increase is approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, the division head and the Association.
- 8.8.3. If the program is initiated by the Superintendent or the Board of Education within the terms and conditions of the Agreement.

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**Section 8.9: EMERGENCY CLASS COVERAGE**

8.9.1 Emergency Class Coverage. In emergencies, unit members shall, during their preparation time, cover a reasonable and equitable number of classes other than their own, when requested by the principal. An emergency is any situation which could not reasonably be anticipated.

Emergency class coverage exceeding ~~three (3)~~ one (1) hours in one (1) academic year shall be compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment.

8.9.2 Class Coverage for PLCs and Professional Development. When a unit member is asked and agrees to cover a class other than their own during their preparation time for the purpose of PLC or Professional Development activities, unit members shall be compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment.

**Section 8.10: LIMITATION ON NUMBER OF PREPARATIONS**

The District and the Association agree that the number of different subject preparations directly affects the work hours of the secondary classroom teachers. As a recognition of this situation, the District agrees to limit the number of courses to be taught by a secondary classroom teacher to no more than three (3). All core and block classes, are considered one instructional period that lasts from one (1) to (3) hours, therefore, all requiring one preparation. However, in recognition of the level of intensity required by the two (2) or three (3) hour courses, teachers assigned to teach such core and block classes will only be required to teach, within the five (5) period teaching day, one other course during those remaining two (2) or three (3) periods. Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division head.

An advisory period is not defined to be a different subject for purposes of establishing the number of preparations, provided that unit members are not required to develop lesson plans for the advisory period or to issue academic grades to students enrolled in such periods.

**Section 8.11: NON-CLASSROOM SUPERVISION**

Supervision responsibilities outside regular classroom requirements shall be determined at each site. When developing supervision schedules, schools are strongly encouraged to use the shared

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~~decisionmaking~~ decision making process. Supervision schedules at schools should address the following interests:

- 8.11.1. Adequate supervision to ensure safety of students.
- 8.11.2. Cost effectiveness.
- 8.11.3. Best use of staff.
- 8.11.4. Need for adequate breaks.
- 8.11.5. Positive working conditions.
- 8.11.6. Equity among staff.

**Section 8.12: CONTRACT INDEPENDENT STUDY**

The District and the Association share an interest in minimizing the impact of Contract Independent Study (CIS) on teacher time. It is recommended that schools use the shared ~~decisionmaking~~ decision making process to determine how CIS will be handled at the site. Teachers are to have one week notice to prepare contracts unless it is a personal or family emergency.

**Section 8.13: EARLY/LATE STARTING TIMES**


School site governance teams may establish their own start time on an annual basis, provided that deviations from the district schedule of early/late starting times shall not result in additional expense to the District. Requested changes for the following year shall be submitted to the appropriate division head, by February 1.

**Section 8.14: SUPPORT STAFF**

- 8.14.1. Principals shall afford district counselors, school nurses, and in-school counselors the opportunity to attend appropriate district-sponsored professional growth activities designed for them at least twice per year.
- 8.14.2. Site administrators who share the services of district counselors and/or school nurses shall work together to facilitate the district counselors/nurses participation in appropriate modified day activities.

**Section 8.15: ELEMENTARY UPPER GRADE SUPPORT PLAN**

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In recognition of the higher student/teacher ratio at elementary grades four (4), five (5), and six (6), elementary principals and their certificated staffs will mutually develop an annual plan, within site resources, outlining activities and strategies the total certificated staff will implement to support the instructional program in the upper grades.

**Section 8.16: CENTRAL OFFICE-INITIATED PLANNED MOVES**

Effective December 1, 2006, unit members shall receive notification, compensation and assistance for all central office initiated planned moves (non-emergency).

8.16.1 Notification

The District will give as much reasonable advance notification as possible to unit members. The District shall provide at least a three-work day notification for all moves. A three-work day notification does not include the day of notification or the day of the move.

8.16.2 District Responsibility

8.16.2.1 Each unit member being moved will be provided, by the Facilities Management Department or Maintenance & Operations Department, with written instructions specifying, at a minimum, how the move will occur, District and unit member responsibilities, compensation, information on how to handle loss of items and a copy of the contract language in this section and Section 11.13.2.

8.16.2.2 District-provided movers shall pack, move, and unpack everything designated by the unit member. The District shall provide packing boxes to a unit member who chooses to pack a portion of the contents in the classroom.

8.16.3 Unit Member Responsibility

Unit members are responsible for personal items they choose to keep under their control.

8.16.4 Compensation

8.16.4.1 One full day of release time shall be provided to unit members for each move. A unit member who does not receive a minimum three-work day notice that the move has been

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cancelled shall receive the full day of release time. A move postponed for more than 5 work days shall be considered an additional move.

8.16.4.2 A unit member who does not receive at least a three-work day notice of a move shall receive an additional full day of release time.

8.16.4.3 A unit member may select one day of visiting teacher pay in lieu of a full day of release time.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 3/4/15

Ronald Reese  
Ron Reese

Date: Mar 4, 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 3/4/2015

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 3/4/2015

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**ARTICLE 9: HEALTH AND WELFARE BENEFITS**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 4, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**Section 9.0: BENEFITS DURING THE TERM OF THE SUCCESSOR AGREEMENT**

9.0.1 For the term of the agreement the District shall continue to absorb the full cost of the benefit package.

9.0.2 The Parties acknowledge that during the term of the agreement, they may need to implement required changes necessitated by enumerated state and federal law or implementing regulations (such as the Affordable Care Act), but such negotiations shall not constitute a reopener by either party.

**Section 9.1: ELIGIBILITY**



9.1.1. Eligible unit members are those active monthly salaried unit members working one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on district-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to the District.

9.1.2. Exceptions:

9.1.2.1. The following conditions shall apply to all active monthly salaried unit members participating in the district job-sharing program:

- a. A unit member must pay for medical, dental, and/or vision coverage on a tenthly prorata basis, if coverage is desired.
- b. Life insurance benefits as described in Section 9.5. shall remain in effect for unit members participating in the job-sharing program.

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- c. Job-share employees may waive all of their percentage participation in each of three (3) (medical, dental, vision) programs and transfer such participation to their job share partner.
  - 1) Such arrangements must be included in the job-share agreement and may not be modified during the term of the agreement.
  - 2) Unit members who waive coverage under this provision will be eligible to enroll either on the first of the month following the first day of paid service in a non job-share assignment or on the first of the month following the start of a new job-share assignment.
- d. All other provisions of this Article shall remain in effect.

9.1.3. Eligible dependents are:

9.1.3.1. A unit member's legal spouse (including those individuals meeting the requirements of section 9.1.3.5) who has not entered a final decree of divorce or an annulment from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through San Diego County Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District. ~~(A unit member's domestic partner and the domestic partner's children [not registered with the State of California, as defined in this section] are not eligible for additional life and accident insurance coverage.)~~ At such time as legal marriage, recognized by the State of California, is available to same-sex domestic partners, the Parties agree to review and modify the eligibility rules and requirements as necessary to provide that only legally married domestic partners shall be eligible.

The Parties' intent is to recognize that eligibility shall be determined in accordance with state law. As such, the Parties agree that during the term of the Agreement, unless and until there is a clarification or change in the law, domestic partners will continue to be eligible for the same benefits afforded legally married spouses. The Parties agree that a current unit member's domestic partner will cease eligibility for benefits at the end of the plan year during which the State Legislature clarifies or eliminates requirements regarding offering benefits to domestic partners and legally married spouses.

9.1.3.2. ~~To be eligible f~~For medical benefits, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) ~~who has~~ must not have attained his/her twenty-sixth (26th)

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birthday is not on active duty as a member of the armed forces, and is not enrolled in another medical benefits plan.

9.1.3.3. ~~To be eligible for dental benefits, vision benefits, and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age but must be less than twenty-five-six (256) years of age (less than twenty-three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full-time student. The vocational school must be approved by the State Department of Education.~~

9.1.3.4. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least ~~nineteen (19)~~ twenty-six (26) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap disability and has been approved by the medical carrier as totally disabled prior to age nineteen (19) twenty-six (26) is eligible for medical, dental, and vision benefits.



9.1.3.5. For the purpose of this section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. It also allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

9.1.3.6. ~~Prior to the conclusion of the 2010-2011 fiscal year, a dependent eligibility audit of all unit members receiving benefits and who have one or more dependents shall be conducted by a third party contractor selected after a Request for Proposals (RFP) process, under the parameters/protections established by the Health and Welfare Benefits Committee.~~

9.1.4. Effective date and termination of coverage:

9.1.4.1. For unit members whose first day of paid service in a monthly salaried position occurs from the 1<sup>st</sup> of the month through the 15<sup>th</sup> of the month, coverage will commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members whose

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first day of paid service occurs after the 15<sup>th</sup> of the month will become eligible for benefits effective the first day of the second full month of employment.

9.1.4.2. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.

9.1.4.3. A unit member having established eligibility for district-paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.

A temporary contract unit member having established eligibility for district paid benefits, will have coverage continue for the balance of the month in which the last day in paid status occurs.

9.1.4.4. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.

9.1.4.5 For purposes of beginning or terminating coverage, unit members who are on a Family Care Leave, or are otherwise approved for district-paid coverage by Board resolution, are treated as if the unit member is in paid status.

9.1.5. If a unit member does not enroll for coverage for self and eligible dependents under a district-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period in November of each year.

**Section 9.2: MEDICAL BENEFITS PLANS**

9.2.1. It is mutually agreed between the Parties that medical benefits will be offered solely through the San Diego County Schools Voluntary Employee Benefits Association (VEBA) throughout the life of this Agreement.

9.2.2. The District will provide three (3) medical benefit plan options under the VEBA program to eligible unit members and eligible dependents:

9.2.2.1. Kaiser Foundation Health Plan with a \$10.00 office copay and a \$10.00 co-pay prescription drug benefit. (effective January 1, 2011) This will replace the Kaiser Foundation Health Plan in place as of July 1, 2007.

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9.2.2.2. ~~PacificCare Signature Value VEBA Performance HMO (effective January 1, 2011). This will replace the PacificCare HMO Value Network 5 plan in place as of January 1, 2007. United Healthcare HMO~~

9.2.2.3. ~~United Healthcare Choice Plus PPO (effective January 1, 2011). This will replace the PacificCare POS Value Network 10 (Point of Service) (effective January 1, 2007).~~

9.2.3. The District shall pay the full cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the full cost of the agreed-upon medical plan options.

**Section 9.3: DENTAL BENEFITS PLAN**

9.3.1. The District will provide three (3) dental benefit plan options to eligible unit members and eligible dependents:

9.3.1.1. ~~Delta Dental PPO (effective January 1, 2008) replaces San Diego City Schools Dental Benefits Plan.~~

9.3.1.2. Western Dental Services.

9.3.1.3. ~~Delta Dental Deltacare USA (effective January 1, 2007).~~

9.3.2. The District shall pay the full cost of the dental plan option selected.

9.3.3. ~~The Delta Dental PPO plan option in effect as of January 1, 2008, shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.~~


9.3.4. The Western Dental Services plan option in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.

9.3.5. ~~The Delta Dental Deltacare USA plan option in effect as of January 1, 2007, shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.~~

9.3.6. Effective March 15, 2015, the Parties shall conduct a Request for Proposal (RFP) to interview and select a carrier to provide dental benefits for the 2016 medical year. Plan bids shall include Delta Dental PPO, Delta Dental Deltacare USA and Western Dental Services. The Association's proportionate share of any savings realized through the RFP selection process shall be utilized to improve dental benefits.

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**Section 9.4: VISION INSURANCE**

The Vision Service Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. It is mutually agreed between the Parties that vision benefits will be offered solely through the San Diego County Schools Voluntary Employee Benefits Association (VEBA) throughout the life of this Agreement.

**Section 9.5: LIFE INSURANCE**

- 9.5.1. The group term life insurance benefit in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. This benefit shall be equal to annual salary or seven thousand five hundred dollars (\$7,500.00), whichever is greater. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year. The group term life insurance policy will be provided through the Hartford Life Insurance Company, ~~(effective January 2004).~~
- 9.5.2. Unit members may purchase, through payroll deduction, additional employee and dependent life insurance under conditions specified by the carrier and the District. The carrier for this coverage shall be the Hartford Life Insurance Company (effective March 1, 2004). The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

**Section 9.6: HEALTH AND WELFARE BENEFITS COMMITTEE**

- 9.6.1. The Parties agree to the appointment of a ~~d~~District-wide Health and Welfare Benefits Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work to maintain a quality benefit package. The Committee shall establish its own meeting schedule.
- 9.6.2. The Committee will review district health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.
- 9.6.3. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the November open enrollment shall be made no later than August 1 of the same year. The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee received all three (3) medical benefit premium amounts from the VEBA.

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
- 9.6.4. The Committee shall review and make necessary recommendations regarding all contracts with carriers prior to adoption by the Board of Education.
- 9.6.5. During the term of this Agreement, the Committee agrees to research creative ways to reduce the cost of the benefits program and may recommend to the District and the Association that certain reductions be made to fund improvements elsewhere in the benefits package.
- 9.6.6. The Committee will seek and evaluate a rate quote for dental coverage through the VEBA trust as needed.

**Section 9.7: GENERAL**

- 9.7.1. When two district employees are spouses and are both eligible for a benefit plan based on their employment status with the District:
- 9.7.1.1. Under the dental and vision plans provided under this Agreement, each spouse can cover the other as a dependent provided they are both members of the plan. Dependent children may be covered as dependents under both parents.
- 9.7.1.2 Under the medical plans provided under this Agreement, each spouse can choose his or her own medical benefits plan. Dependent children may be covered as dependents under one parent or the other.
- 9.7.2. Medical, dental and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing.
- 9.7.3. A mutually agreed-upon claims processing company shall be selected to process claims under the self-funded dental plan of the District.
- 9.7.4. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 9.2 or the dental plans referred to in Section 9.3 may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 9.2 may elect to change plans only during the annual open enrollment period.
- 9.7.5. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- 9.7.6. A spouse of a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of his or her death)

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may continue participation in the medical plans referred to in Section 9.2. To qualify under this provision, all of the following requirements must be met:

- 9.7.6.1. The unit member or retiree must have been covering his/her qualified dependents under one of the medical plans referred to in Section 9.2 at the time of his/her death.
- 9.7.6.2. The spouse must notify the Employee Benefits Services Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
- 9.7.6.3. Required contributions must be received by the Employee Benefits Services Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District with due dates determined by the District.
- 9.7.7. Unit members who are separated due to a reduction in force, may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to the District. This paragraph shall be effective only if the maximum period of time required by federal law (COBRA) for continuation of medical coverage for laid-off employees is reduced to less than twelve (12) months.
- 9.7.8. In the event that a unit member's spouse waives medical coverage through another employer, in exchange for a cash payment, the unit member shall pay a \$100/month payment for ten (10) months, up to \$1,000 per year, for as long as the spouse continues to receive cash in lieu of benefits from his or her employer (effective January 1, 2011).
- ~~9.7.9. If unilateral changes to benefits are made by VEBA that result in savings to the District beyond those realized through the four (4) benefit changes made in Section 9.1.3.6, 9.2.2, 9.7.3, and 9.7.9, the amount of savings generated by the SDEA bargaining unit shall be paid to unit members in the form of a lump sum payment during the applicable contract year. The lump sum payment shall be determined by calculating the benefit expense savings attributable to the SDEA bargaining unit and converting that amount to an equal percentage increase to each cell of the salary schedules. That percentage amount will determine the lump sum payment for each unit member. Savings shall be determined after the open enrollment period is completed, and the lump sum payment for the year shall be paid on or before April 30 of the contract year. This Section, 9.7.10, shall sunset on June 30, 2013.~~
- ~~9.7.9.1 Savings equal the level of funding for the next year if no changes occur, minus the actual level of funding after the changes. Example: (2009-2010 \$100 million and 2010-2011 without changes \$108 million minus the actual \$100 million after changes = \$8 million in savings.) A more detailed example is found in Appendix P.~~

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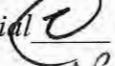

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**Section 9.8: JOINT EMPLOYEE HEALTH AND WELFARE BENEFITS TRUST (PLAN A) RETIREE MEDICAL FUND**

- 9.8.1. The Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. Annually, by July 1, the District shall deposit to this fund an amount equal to the prior year's July 1 deposit (increased by the same percentage by which the Certificated Salary Schedule is increased in that fiscal year, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.7. This fund shall be used exclusively to reduce the contributions paid by eligible retirees participating in a district-sponsored Group Medical Plan by the amount established by Section 9.8.6. below and cover administrative expenses related to management of the fund as approved by the fund's Board of Trustees. (Note: The July 2014 deposit was \$1,646,818 ~~July 1, 2010 deposit~~ was \$1,610,764, which amount will remain unaltered until it is increased by the same percentage by which the Certificated Salary Schedule is increased during the life of this Agreement.)
- 9.8.2. The Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. Annually, on October 1, the District shall deposit to this fund an amount equal to the prior year's October 1 deposit (increased by the same percentage by which the Certificated Salary Schedule is increased in that fiscal year, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.7. This fund shall be used exclusively to reduce the contributions paid by eligible retirees participating in a district-sponsored Group Medical Plan by the amount established by Section 9.8.6. below and cover administrative expenses related to management of the fund as approved by the fund's Board of Trustees. (Note: The October 2014 deposit was \$838,904 ~~October 1, 2010~~ deposit is \$700,925, which amount will remain unaltered until it is increased by the same percentage by which the Certificated Salary Schedule is increased during the life of this Agreement.)
- 9.8.3. An additional annual August 1<sup>st</sup> deposit, as specified in Section 11.13.2.4., shall be made into the Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund.
- 9.8.4. A retiree who meets all of the following conditions will be eligible for this benefit.
- 9.8.4.1. The employee had seventeen (17) years of service with the District (excluding unpaid leaves of absence) and is receiving a monthly retirement benefit from the Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS).
- 9.8.4.2. The employee's retirement effective date with PERS or STRS is on or after July 1, 1985.
- 9.8.4.3. The employee is within the age of eligibility as of the retirement effective date with PERS or STRS, except that retirees age sixty-five (65) and over whose retirement effective date with

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PERS or STRS occurred after June 30, 1996, shall be required to enroll in/purchase both Parts A and B of Medicare in order to continue in this program. (Note: As of July 1, 2010, the age of eligibility is under age sixty-seven [67].)

- 9.8.4.4. The employee was covered under a district-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.
- 9.8.4.5. The employee has chosen to maintain coverage under a district-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.
- 9.8.5. Eligibility for this benefit shall cease at the end of the month in which the retiree dies or at an age, no lower than sixty-seven (67), as determined by the fund's Board of Trustees, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond the age of eligibility by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- 9.8.6. Annually a new reduction shall be established by dividing the total amount of money in the fund by the expected number of eligible retirees divided by twelve (12). Beginning January 1, 2009, the amount shall be three hundred forty dollars (\$340.00) ~~two hundred sixty-five dollars (\$265.00)~~ monthly, unless otherwise agreed to by the Parties during the life of this Agreement.
- 9.8.7. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Section 9.8.6., the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- 9.8.8. Not less than once every three (3) years, the Trust shall commission an actuarial valuation of the fund to assess its fiscal soundness over a projected period of at least twenty (20) years into the future. The expense of the valuation shall be borne totally by the fund. A copy of the valuation study shall be provided to the Association and the District.
- 9.8.9. The District and the Association may independently review the provisions of the retiree medical benefits fund. Either Party may submit proposals recommending changes to procedures governing the fund to the Contract Administration Committee.
- 9.8.10. The Parties have established a Joint Employee Health and Welfare Benefits Trust (Plan A) ~~Joint-Retiree Medical Fund Benefits Trust~~ which is administered by a board composed of equal numbers of trustees appointed by the District and the Association. The Trust's sole purpose shall be providing health benefit premium credits to eligible, retired unit members. The Board of Trustees shall be responsible

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for investing and administering the assets of the trust, for ensuring that such assets are properly safeguarded and used, and for administering the trust in accordance with all applicable federal and state laws and all collectively bargained provisions relating to retiree benefits.

**Section 9.9 JOINT EMPLOYEE REDUCTION IN FORCE HEALTH BENEFITS PLAN**  
**(PLAN B) TRUST**

9.9.1. Eligibility for Benefits under the Reduction in Force Health Benefits Plan (Plan B) Trust. A unit member who meets all of the following conditions will be eligible for District-paid healthcare benefits under the Plan for up to three months on a pro rata basis, or until they are recalled by the District into a position which is eligible for fully paid healthcare benefits from the District, whichever occurs first:

- a. The unit member is in laid off status in July and/or August and/or September of any year;
- b. The unit member was covered under a district-sponsored group healthcare plan as an employee immediately prior to layoff;
- c. The unit member is not entitled to healthcare benefits paid by the District; and
- d. The unit member has chosen to maintain coverage under a district-sponsored healthcare plan.

Eligibility for this benefit shall cease at the end of the third month or when the unit member is recalled and becomes eligible for full paid healthcare benefits from the District, whichever occurs first.

9.9.2. Revocability of Reduction in Force Health Benefits Plan (Plan B). The Reduction in Force Health Benefits Plan is revocable and can be terminated upon mutual agreement as noted in the SDUSD and SDEA Joint Employee Welfare Benefits Trust document. In the event of termination, any and all monies remaining in the Plan after payment of all expenses and satisfaction of all liabilities to existing beneficiaries, shall be used for the continuance of one or more benefits of the type permitted by Section 501(c)(9) of the Code.


**Section 9.910: FLEXIBLE SPENDING ACCOUNTS**

The District shall implement Health and Dependent Care Flexible Spending Accounts (FSA's) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more and those in job share assignments.

The FSA Plan year shall be the calendar year. An annual election period shall be held during the month of November thereafter. The elective period for newly eligible unit members shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next annual election period.

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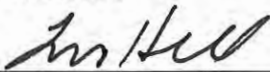


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During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (~~up to a maximum per plan year of five thousand [\$5,000] per unit member for a Health Care FSA and a maximum of five thousand [\$5,000] per family for a Dependent Care FSA~~ up to a maximum per plan year up to the limits allowable under the law). Such amount shall serve to reduce the unit member's salary on a pro rata basis each month except July and August.

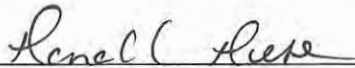
An administrator mutually agreed upon by the parties ~~TRIAD Actuaries, Inc.~~ shall administer the FSAs. In accordance with IRS regulations, any money remaining in a unit member's FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the Program. The Association reserves the right to review annually district records pertaining to any savings/expenses related to this Program.

**FOR SDEA**



Tim Hill

Date: 3/3/15



Ron Reese

Date: Mar 4, 2015

**FOR THE DISTRICT**



Mark Bresee

Date: 3/4/2015



Jennifer Carbuccia

Date: 3/4/2015

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**ARTICLE 10: LEAVES**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on August 25, 2014. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**ARTICLE 10. LEAVE POLICIES**

**Section 10.1: PRORATED LEAVES**

All leaves provided in this Article shall be prorated for unit members working less than full time.

**Section 10.2: SICK LEAVE**

10.2.1. Eligibility. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease or temporary disability, as provided by law.


10.2.2. Accrual. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.~~following manner.~~

~~1) Any unit member whose full-time equivalent (FTE) is greater than one-half (.5) FTE shall accrue eight (8) hours per month.~~

~~2) Any unit member whose FTE is one-half (.5) or less shall accrue four (4) hours per month.~~

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- 10.2.3. Payment. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- 10.2.4. Accumulation. Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.
- 10.2.5. Accrual Timing. New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.
- 10.2.6. Advance Credit. Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.
- 10.2.7. Differential Pay. In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional leave at a salary which is equal to fifty (50%) percent of the unit member's daily rate of pay. These one-hundred (100) days of additional sick leave shall be used only after all accumulated full-salary sick leave has been exhausted. The combination of full-salary and half-salary sick leave shall not exceed the following limits per fiscal year:

Ten (10) month ~~teachers~~ unit members      110 days

~~2010-2011/2011-2012:~~

~~Eleven (11) month teachers      111 days  
and 179 + 24 day teachers~~

~~2010-2011/2011-2012~~

~~Twelve (12) month teachers      112 days  
and 179 + 44 day teachers~~

~~2012-2013:~~

Eleven (11) month ~~teachers~~ unit members      111 days

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and 184 + 24 day ~~teachers~~unit members

~~2012-2013:~~

Twelve (12) month ~~teachers~~unit members 112 days  
and 184 + 44 day ~~teachers~~unit members

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

- 10.2.8. Eligibility for Health Leave. When a unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay (see Health Leave, Section 10.7.2.). In addition, such unit members may be eligible for other types of leaves.
- 10.2.9. Accumulated Sick Leave. A unit member on leave of absence will retain any sick leave accumulated prior to the leave, but will accumulate no additional sick leave during a leave of absence.
- 10.2.10. Summer School Utilization. Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year. (see Summer School/Intersession, Hours and Conditions, Section 17.3.2.)

**Section 10.3: PERSONAL NECESSITY LEAVE**

A unit member may use up to eight (8) days of accumulated full-salary sick leave benefits described in Section 10.2. in any school year in the following cases of personal necessity:

- 10.3.1. Death in the Immediate Family. Death of a member of the immediate family as defined in Section 10.16. Additionally, unit members may use Personal Necessity Leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
- 10.3.2. Accident. Accident involving the unit member's person, property, or that of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.

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- 10.3.3. Court Appearance. Appearance in court as a litigant or as a witness.
- 10.3.4. Family Illness. Serious or critical illness of a member of the immediate family (as defined in Section 10.16.) of such an emergency nature that the presence of the unit member is required during the workday.
- 10.3.5. Religious Holiday. Observance of a religious holiday of the unit member's faith (limited to three [3] days per school year). The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
- 10.3.6. Acts of Nature. Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty.
- 10.3.7. Birth/Adoption. A father/spouse/partner, upon the birth of his/her child, and parents, upon the adoption of a child.
- 10.3.8. Family School Partnership Leave. To participate in the unit member's children's school activities as set forth in Section 10.20. of this Article.
- 10.3.9. Personal/Family Responsibility. Unit members may use up to ~~three (3)~~ five (5) days of accumulated full-time sick leave in order to attend to a compelling personal/family responsibility which requires the immediate presence of the unit member during the workday.

**Section 10.4: PERSONAL BUSINESS ABSENCE**

10.4.1. Two-hour Absence (Paid)

10.4.1.1. A unit member may be excused from duty with the approval of the supervisor for personal business for up to two (2) hours without loss of pay.

10.4.1.2. A unit member absent for personal reasons without authorization shall not be paid for the time absent and may be subject to disciplinary action.

10.4.2. Three-day Absence (Paid)

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Unit members may use up to three (3) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty-eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.

10.4.3. One-month Absence (Unpaid)

When urgent personal reasons demand a unit member's absence, he/she may be excused from duty without pay for a period not to exceed one (1) month with the approval of the supervisor.

**Section 10.5: PATERNITY AND ADOPTION LEAVE**

One (1) day of leave with full pay will be granted to a father/spouse/partner upon birth of his/her child or one (1) day of leave with full pay on the day when the mother or child leave the hospital. (Maximum of one [1] day of leave with full pay.) One (1) day of leave with full pay will be granted to either parent to make final arrangements to adopt a child.

In addition, a father/spouse/partner may use up to ten (10) days of their accumulated sick leave immediately upon the birth of his/her child(ren), and a unit member may use up to ten (10) days of their accumulated sick leave immediately upon the adoption of his/her child(ren) or to attend to matters related to the adoption of his/her child(ren). This leave is in addition to the annual allotment of days for personal business.

**Section 10.6: LONG-TERM LEAVES OF ABSENCE WITHOUT PAY -- CATEGORY I (PLANNED LEAVES)**

10.6.1. General. Category I leaves are planned leaves and shall be governed by the following general constraints:

10.6.1.1. Length. Long-term leaves of absence without pay in Category I may be granted for a period of up to one (1) academic school year, and such leaves may be extended year to year for a total period not exceeding three (3) full academic school years. A unit member shall be allowed either one (1) such long-term leave of absence, as approved, not to exceed three (3) full academic school years, or any combination of such long-term leaves, as approved, not to exceed three (3) full academic school years, within a ten (10) year period.

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- 10.6.1.2. Eligibilities. Category I leaves are restricted to permanent status unit members. Probationary status unit members are ineligible for Category I leaves; however, second year probationary unit members are eligible to apply for Category I leaves which commence no earlier than the beginning of their third (3rd) contract year.
- 10.6.1.3. Timing. Long-term leaves in Category I shall begin at the beginning of an academic school year and shall end at the conclusion of an academic school year except by mutual agreement of the District and the unit member. Return to paid service shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.).
- 10.6.1.4. Request Deadline. A request for a Category I long-term leave must be received by the Human Resource Services Division by March 1 in order for a leave to be effective for the subsequent school year.
- 10.6.1.5. Annual Notification. Unit members on Category I long-term leaves must notify the Human Resource Services Division on or before March 1 of each year of the leave as to their intention either to extend the leave for another school year (if eligible), to return to paid service at the beginning of the next school year, or to resign from the District.
- 10.6.1.6. Approval. The Human Resource Services Division will notify applicants for Category I leaves whether their leave is approved or disapproved. For requests received prior to January 1, notification will be made by March 1. For requests received on or after January 1 and up to and including March 1, notification will be made by June 1.
- 10.6.1.7. Exception to Timelines. Exceptions to these March 1 deadlines may be approved for humane or other cogent reasons that relate to the best interests of the unit member and the District and are mutually agreed.

10.6.2. Category I Leaves. Long-term leaves of absence without pay in Category I may be granted for any of the following reasons:

- 10.6.2.1. Professional Study. Permanent unit members may apply for professional study leave by outlining in writing the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study. (see Appendix A, 4.033)

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- 10.6.2.2. Travel. Permanent unit members may apply for a leave of absence for travel for educational purposes.
- 10.6.2.3. Opportunity Leave. Permanent unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge that will directly benefit the District and the instructional program.
- 10.6.2.4. Service to Other Public Agencies. The Superintendent may recommend approval of long-term leaves of absence without pay for permanent unit members to serve another public agency in a capacity which the Superintendent determines will benefit the District and the unit member, including elected, full-time public service.
- 10.6.2.5. Other Leaves Determined by the Superintendent. In addition to those long-term leaves of absence specifically covered in this Agreement, the Superintendent may, in unusual cases, recommend the approval of other long-term, unpaid leaves of absence to permanent unit members for purposes that will benefit the District and serve the best interests of the pupils.
- 10.6.2.6. Service to Professional Associations. Unit members may apply for a leave of absence without pay for the purpose of serving a local, state, or national professional organization in an elected or a staff capacity.

**Section 10.7: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY -- CATEGORY II (PARENTAL, HEALTH, AND HOME RESPONSIBILITY LEAVES)**

- 10.7.1. Parental Leave. A parental leave of absence without pay will be granted to a probationary or permanent unit member at any time in the academic school year for the purpose of childbearing, adoption, and/or child rearing. A parental leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional academic school years. The following types of parental leaves are available:
- 10.7.1.1. Pregnancy. A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and, except in cases of emergency/unforeseen circumstances, shall give such notice

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at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.

10.7.1.2. Male Parental Responsibility. A male unit member is entitled, upon request and verification of child's birthdate, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.

10.7.1.3. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.

10.7.2. Health Leave. A health leave may be granted to a permanent unit member for a definite period of time upon submission of a physician's statement of incapacity to perform the duties and responsibilities of a unit member. A health leave may be granted either following exhaustion of paid sick leave (see Section 10.2.8.) or independently of a prior paid sick leave. A health leave may be granted for the balance of an academic school year and may be extended by application upon submission of a physician's statement of incapacity on a year-to-year basis for a total period not exceeding five (5) additional academic school years.

10.7.3. Home Responsibility Leave. A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family as defined in Section 10.16. A home responsibility leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional school years.

10.7.4. Timing of Return. Return to paid service from a Category II leave shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.). Unit members on health or home responsibility leaves shall be allowed to return to paid service as soon as an authorized position vacancy for which the unit member is qualified is available.

10.7.5. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence will not be denied the opportunity to substitute.

**Section 10.8:     LONG-TERM LEAVES OF ABSENCE WITHOUT PAY --     CATEGORY  
**III (OTHER LONG-TERM LEAVES)****

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- 10.8.1. Unrestricted Leave. The District may grant a one (1) year leave of absence without pay to a permanent unit member for a reason that is mutually agreed to be of benefit to the District and the unit member. The request for an unrestricted leave of absence must be received by the Human Resource Services Division no later than March 1. An unrestricted leave of absence shall begin at the beginning of an academic school year and shall end at the conclusion of the same academic school year. An unrestricted leave is not renewable.
- 10.8.2. Military Leave. Upon receipt of proper orders, a probationary or permanent teacher shall be granted a military leave of absence under the provisions of state law for the period of time he or she is required to serve. (see Appendix A, 4.031)

**Section 10.9: RETURN FROM LONG-TERM LEAVES OF ABSENCE WITHOUT PAY**

- 10.9.1. Placement Upon Return. At the expiration of a long-term leave of absence without pay, the unit member will be reinstated in a position which is authorized by his/her credential.
- 10.9.2. Failure to Return. Failure to return to paid service as specified in this Article or to accept the placement made by the Human Resource Services Division in keeping with the unit member's credential shall be interpreted as a resignation from the District.
- 10.9.3. Request to Return. A request to return from a Category I long-term leave shall be accomplished under the conditions specified in Section 10.6. A request to return from a Category II long-term leave shall be accomplished under the conditions specified in Section 10.7.
- 10.9.4. Request to Return During School Year. Return to paid service from a long-term leave of absence during the academic school year may be granted if an authorized temporary position vacancy for which the unit member is qualified is available. If no temporary position is available for which the unit member is qualified, the District will, at the unit member's request, provide the unit member with priority for day-to-day visiting teacher assignments for which the unit member shall be compensated at the visiting teacher daily rate of pay. Military leave or other long-term leave where the return to paid service is governed by law shall be exempted from these requirements.
- 10.9.5. Return to Previous Site or Program. For any Category I, II, or III, long-term leave involving up to one (1) academic school year, a unit member, upon request prior to beginning the leave, may return to the previous site or program placement. This assurance can be given only if the unit

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member is ready to commence paid service at the beginning of the academic school year of the site or program in which the unit member was previously placed.

Assurance of return to the previous site or program shall not be possible for a leave of absence extending beyond one (1) academic school year. If pupil enrollment at the request school has decreased and a reduction in staff is required, or if a requested program has been modified or eliminated due to a lack of funds, the unit member shall be treated as if he/she were on active duty and shall be subject to the same rules as other unit members in the school or program in determining which unit members will be declared in excess.

10.9.6. Probationary Unit Members. A probationary unit member returning from parental or military leave will retain the status (Probationary I/Probationary II or Permanent) he/she had earned prior to the leave of absence.

10.9.7. Checklist. The Human Resource Services Division will make available to unit members returning from long-term leave a checklist of procedural requirements necessary to return to paid service.

**Section 10.10: SABBATICAL LEAVE**

The Board of Education may grant a sabbatical leave to a permanent unit member who has rendered at least seven (7) consecutive years of satisfactory service immediately preceding the sabbatical leave.

10.10.1. Conditions. Such a grant shall be on condition that the unit member agrees to render a period of service to the District following return from the leave that equals twice the period of the leave.

10.10.2. Options. Such a leave of absence may be taken:

10.10.2.1. As a continuous leave, not to exceed one (1) year; or

10.10.2.2. In separate six (6) month periods, or separate quarters, provided the leave is commenced and completed within a three (3) year period.

10.10.3. Frequency. A permanent unit member may be granted only one (1) sabbatical leave in each seven (7) year period.

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10.10.4. Number of Leaves. The total number of sabbatical leaves granted during a school year, expressed in full-year leaves, shall not exceed one-half (1/2) of one (1) percent of the total number of persons employed in the bargaining unit. The actual number of sabbatical leaves authorized during the fiscal year shall be determined by the amount of money budgeted for this purpose.

10.10.5. Payment. The unit member on sabbatical leave will be paid one-half (1/2) of the salary the unit member would have received had he/she remained in active service, and will receive the benefit of any service increment and/or salary reclassification to which he/she would have been entitled had he/she remained in active service.

**Section 10.11: EXCHANGE TEACHER LEAVES**

Permanent unit members are eligible to participate in exchange programs approved by and under the conditions set by the District.

**Section 10.12: SERVICE TO OTHER PUBLIC AGENCIES WITHOUT LOSS OF SALARY**

Unit members may be authorized by the Board of Education to serve another school district or educational agency without loss of salary or benefits and with necessary salary, benefits, or other expenses paid by the other district or agency. Any fee or remuneration above the necessary expenses paid to a unit member under these conditions shall be refunded to the San Diego Unified School District.

**Section 10.13: ABSENCE ON DISTRICT BUSINESS**

Absence on district business with/without loss of salary and with/without specified expenses may be authorized with administrative approval.


**Section 10.14: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS**

10.14.1. Accrual. Child Development Center teachers assigned to twelve (12) month, eleven (11) month, or eleven (11) month year-round work years shall accrue vacation in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours/Month</u>
1-36	11.40
37-84	12.03
85-132	12.70

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133-156	13.60
157-180	14.00
181+	14.60

- 10.14.2. Vacation Extension Leave. Child Development Center teachers will be permitted to augment their paid vacation with unpaid personal leave upon approval of the site supervisor if the program needs of the District can be met. The decision of the site supervisor as to staffing needs of the center shall not be subject to the grievance procedure; however, a Child Development Center teacher has the right to appeal the decision to the Program Director.
- 10.14.3. With the approval of the supervisor, unit members assigned to the Child Development Center program may utilize accrued vacation hours at times other than when Child Development Centers are closed for the spring and winter recesses.
- 10.14.4. The Child Development Center program office will attempt to provide opportunities for teachers to work on site or at the program office for up to two (2) days during the recesses.

**Section 10.15: BEREAVEMENT LEAVE**

Absence without loss of salary for a period not to exceed five (5) days, may be granted to a unit member upon the death of a member of his/her or the spouse's/same gender domestic partner's immediate family.

**Section 10.16: IMMEDIATE FAMILY**

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse/same gender domestic partner: mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in the immediate household of the unit member. Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

**Section 10.17: ASSOCIATION CONFIRMATION**

The Association shall receive annual written confirmation from the District of all leaves granted under Sections 10.6, 10.7, 10.8, and 10.10 above.

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**Section 10.18: IMPLEMENTATION OF LEAVE POLICIES**


The provisions set forth in this Article shall be implemented without discrimination, and without consideration of credential or position held by the bargaining unit member. Exception: Granting of Category I (Planned Leaves) as set forth in Section 10.6. shall be conditioned on a qualified replacement for the bargaining unit member being found.


**Section 10.19: FAMILY CARE LEAVE**

A unit member who has served the District for ~~at least one (1)~~ a total of at least 12 months within the last seven years and has provided at least one-thousand two-hundred fifty (1,250) hours of service in the twelve month period prior to the request for such leave ~~continuous year in a full-time capacity~~ shall be granted a Family Care Leave for the purpose of the birth of his/her child, adoption of a child, foster care placement of a child with the unit member, care of a child, parent, spouse or domestic partner with a serious health condition or the unit member's own serious health condition, in accordance with the following:

- 10.19.1. Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 9 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.
- 10.19.2. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of sixty (60) workdays within a twelve (12) month period.
- 10.19.3. Family Care Leave, when related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.
- 10.19.4. Family Care Leave taken for the birth, adoption or foster care placement of a child must be initiated within one (1) year of the child's birth, adoption or foster care placement.
- 10.19.5. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide a written request at least thirty (30) calendar days in advance. If the need for Family Care Leave is not foreseeable, the unit member shall ~~provide written~~ request for such leave within one or two workdays of learning of the need for the leave. In most cases, the District should request that the unit member furnish certification at the time the unit member gives notice of the need for leave or within five business days thereafter, or, in the case of

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unforeseen leave, within five business days after the leave commences. The District may request certification at some later date if the District later has reason to question the appropriateness of the leave or its duration. The unit member must provide the requested certification to the District within 15 calendar days after the District's request, unless it is not practicable under the particular circumstances to do so despite the unit member's diligent, good faith efforts or if the District provides more than 15 calendar days to return the requested certification. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of district operations subject to the approval of the appropriate health care provider.

10.19.5.1. When a request for Family Care Leave or an extension of an original Family Care Leave is due to the serious health condition of the unit member or his/her child, parent, spouse or same gender domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the unit member's absence.

10.19.6. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the unit member's Family Care Leave was taken because of his/her own serious health condition, a certification from his/her health care provider may be required to indicate the unit member is able to resume work.

10.19.7. Relationship to Other Leaves. At the discretion of the unit member, Family Care Leave may be used in conjunction with or in addition to any other leaves established in this Article.

**Section 10.20: FAMILY SCHOOL PARTNERSHIP ACT LEAVE**

10.20.1. A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends under the following circumstances:

10.20.1.1. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.

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10.20.1.2. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

**Section 10.21: JURY DUTY**

10.21.1. The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.

10.21.2. Unit members who receive notice to appear for jury duty during their regularly assigned work year may postpone jury duty to a time when they are not required to render service to the District. Unit members will be compensated at seventy-five percent (75%) of the day-to-day visiting teachers rate in effect during the period of postponement of jury duty service for each non-contract day served on jury duty. For purposes of administration of this Section, days assigned to work summer school or intersession shall be considered to be contract days. The procedure for such postponement/compensation is as follows:

10.21.2.1. The unit member must complete and submit to the site administrator a jury duty postponement form and attach a copy of the original jury duty notice and official court validation for each day of jury duty served during non-contract days.

**Section 10.22: CATASTROPHIC LEAVE BANK [Effective July 1, 1999]**

10.22.1. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.

10.22.2. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.

10.22.3. Membership in the Catastrophic Leave Bank.

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- 10.22.3.1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two-hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.
- 10.22.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
- 10.22.3.3. The unit member acknowledges that the donation is irrevocable.
- 10.22.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
- 10.22.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
- 10.22.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.
- 10.22.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all fully paid leaves on the effective date of this Agreement.
- 10.22.4.3. The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

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10.22.4.4. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

10.22.5. General Provisions.

10.22.5.1. Withdrawal of Days from the Catastrophic Leave Bank

- a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
- b. Applications will be accepted and processed on a first-come, first-served basis.
- c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.

10.22.5.2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.

10.22.5.3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.

10.22.5.4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.

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10.22.5.5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.

10.22.6. This program shall be reviewed annually, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education.

10.22.7. The provisions of Sections 10.22.4.3. and 10.22.5.4. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 8/25/14

Lindsay Burningham  
Lindsay Burningham

Date: 8/25/14

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 8/25/14

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 8/25/14

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SDEA Initial [Signature]

District Initial MB



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**ARTICLE 11: SAFETY**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on August 25, 2014, and have reached a revised tentative agreement on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDE CNC.*

**Section 11.1: MUTUAL RESPONSIBILITY FOR PUPIL DISCIPLINE**

Since the safety of all employees is enhanced when school campuses are kept orderly and well disciplined, the District will provide support and assistance to site employees as they cooperatively maintain an atmosphere conducive to a quality learning environment.

**Section 11.2: SAFE AND SANITARY FACILITIES**

11.2.1. The District agrees to maintain schools and other work locations in a safe and sanitary condition, and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.

11.2.2. During periods of extremely hot weather, ~~classroom~~ unit members ~~may~~; relocate their classes to a mutually agreed to location, upon with approval from of their principal/supervisor/site administrator or designees (approval shall not be unreasonably withheld) ~~relocate their classes~~ from assigned rooms to shaded areas outside of the building or relocate their classes from portable buildings and other identified hot areas to a more comfortable room or facility on campus.

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The District and SDEA agree to meet to review existing District procedures pertaining to hot weather in order to ensure meaningful and concise plans, occurring prior to June 15, 2015, with any recommendation going to a July 2015 School Board meeting.

11.2.3. School Site Maintenance. Unit members who have unresolved concerns with school site maintenance/custodial services shall complete an appropriate form to be developed by the Contract Administration Committee in consultation with the Director of Maintenance and Operations. The completed form shall be submitted to the Maintenance and Operations Department with copies to the principal or immediate supervisor and the Association.

**Section 11.3:            STAFF FACILITIES**

11.3.1. The District shall provide in a safe and sanitary condition, currently operational lunchrooms, restrooms, lavatories and lounge facilities which are not used concurrently by students. At least one (1) room shall be reserved for use as a staff lounge.

11.3.2. Itinerant Unit Members

11.3.2.1.        Because it is important that all itinerant unit members have adequate work space, a meeting shall be held with the site administrator, at the request of the unit member, to discuss the unit member's needs. Site administrators are strongly encouraged to provide itinerant unit members with this adequate work space and all appropriate equipment. Sites with limited space availability should explore the possibility of locating an alternative facility on the site for use by the itinerant staff. To the extent possible, whenever it is necessary to use such space during the itinerant unit member's scheduled time, the unit member shall be notified in advance.

11.3.2.2.        Among the factors to be considered by the District in the assignment of itinerant unit members should be the availability of office space, appropriate services to students, and proximity of sites to which the unit member is assigned.

11.3.3. Unit members shall be provided with locked storage upon request.

**Section 11.4:            SUPPLIES AND EQUIPMENT**

11.4.1. The District agrees to provide unit members in Special Education Programs the equipment and supplies required by law.

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11.4.2. The District agrees to provide unit members, where appropriate, with safety equipment such as disposable gloves, CPR mouthpieces, etc.

**Section 11.5: UNIT MEMBER SUGGESTIONS AND RECOMMENDATIONS**

The District agrees to provide an opportunity for unit members to make suggestions and recommendations to the site supervisor affecting the safety of students and unit members at school sites.

**Section 11.6: SITE SECURITY PLANS**

11.6.1. Supervisor Responsibility. Each site supervisor shall, in concert with the site governance team, be responsible for the development and implementation of a site security plan to protect unit members from unauthorized intrusions and criminal activity on the site. Unit members at the site shall be given the opportunity to be involved in the development of the plan pursuant to Section 11.5.

11.6.2. Security Plan Criteria. Site security plans shall conform to the security criteria developed by the District and the Association through the Contract Administration Committee process. The site security plan shall include rules and procedures to be followed by site personnel for their protection, including a method of emergency communication and rules and regulations governing the entering and leaving of school sites. Schools that share a physical site shall develop a coordinated site security plan. At a minimum, each site security plan shall address the following:

11.6.2.1. Communication procedures in the event of an emergency.



11.6.2.2. Intrusions by unauthorized individuals.

11.6.2.3. Use of school parking lots.

11.6.2.4. Weapons.

11.6.3. Criteria Review and Evaluation. Upon request by the Association, the District site security plan criteria shall be reviewed and evaluated annually.

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11.6.4. Plan Review and Evaluation. Each site security plan shall be reviewed and evaluated at least annually by the site supervisor and unit members.

11.6.5. New School and Modified Plans. Whenever a new school is opened or a site security plan is being modified or amended, it shall comply with the provisions of this Agreement and be published within forty-five (45) instructional days after the opening of the school year or after the first day of the spring semester, as appropriate.

11.6.6. Communication. All unit members shall be informed and given a copy of the existing written site security plan within ten (10) workdays of the date of reporting to their work location.

**Section 11.7: PUPIL DISCIPLINE**

11.7.1. Each school site principal, in concert with the staff and governance team, shall develop a student discipline plan which conforms to the provisions of this Article and with district procedure. Each student discipline plan shall be reviewed and evaluated at least annually by the site supervisor and unit members. All unit members shall be informed and given a copy of the existing written site student discipline plan within ten (10) workdays of the date of reporting to their work location.

At a minimum, the site discipline plan will include the following:

11.7.1.1. Expectations and consequences for student behavior.

11.7.1.2. Responsibility for implementation.

11.7.1.3. Parental responsibility and support.

11.7.2. Whenever routine classroom procedures have been followed and a student continues to exhibit behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal or designee who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If requested, the principal or designee shall arrange for an appropriate specialist to attend the meeting.

11.7.3. A unit member may suspend a student from his/her class for the day of the incident and the day following for good cause. The unit member shall report the suspension to the principal or  
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designee and send the student to the principal or designee for appropriate action. The principal or unit member must contact the parent or guardian to set up a parent/teacher conference regarding the suspension. The principal or designee shall inform the unit member of the action taken regarding the suspended student in writing in a format to be determined by the shared decisionmaking process. (See 48910 under Appendix N – School Safety)

- 11.7.4. Acts for which a unit member may suspend a student from the class are enumerated in Education Code 48900 and include, among others, insubordination, striking of any school personnel, damaging property, endangering the safety of others, and consistent refusal to respond to directions of the unit member. (See 48900 under Appendix N – School Safety)
- 11.7.5. If the behavioral problem continues to exist, the unit member and the principal shall continue to discuss and attempt to identify a resolution to the problem, which may include, but is not limited to, the following alternatives:
- 11.7.5.1. Repetition of the suspension set forth in Section 11.7.3.
  - 11.7.5.2. Formal or alternative suspensions in accordance with district procedure.
  - 11.7.5.3. Increased involvement of parents in development of an ongoing behavioral plan with the student.
  - 11.7.5.4. Increased involvement of various district resources to design alternative interventions for the student.
- 11.7.6. Students with documented incorrigible behavior problems shall be referred by the site to appropriate district administration for placement at other sites or programs or for suspension/expulsion. Sites which have adopted a non-Student-Initiated placement philosophy are excluded from this requirement.

**Section 11.8: SITE ADMINISTRATOR ABSENCE**

In each elementary school, whenever the site administrator(s) is/are not on the school site, the District will provide for the safety of the pupils and unit members by designating an on-site certificated person who volunteers to serve as "~~head teacher~~administrative designee" to serve in the absence of the administrator(s). When the site administrator(s) is/are to be away from the site for four (4) instructional hours or more during a school day, substitute time for the "~~head teacher~~administrative designee" may be

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~~requested-provided~~ by the principal based upon the school's unique needs. ~~The District will, to the extent budgeted funds are available, provide a visiting teacher for the "head teacher."~~

**Section 11.9: DISTRICT EMERGENCY PROCEDURES**

During the first month of school, principals and supervisors will annually inform all unit members of the location of district Emergency Procedures relating to assault and/or battery, insults, upbraidings, threats, child abuse, molestations, natural disasters and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as on-site work rules.

**Section 11.10: PHYSICAL THREAT OR ASSAULT/BATTERY**

- 11.10.1. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- 11.10.2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the district Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with district student discipline or Zero Tolerance procedures. (See 44014 under Appendix N – School Safety)
- 11.10.3. The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.
- 11.10.4. Site administrators shall notify unit members of students assigned to their classrooms or caseloads who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available. (See 49079 under Appendix N – School Safety)
- 11.10.5. The requirements of Section 11.10 shall be brought to the attention of unit members in each school at the beginning of each school year.

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**Section 11.11: PUPIL TRANSPORTATION**

No ~~classroom~~ unit member may be required to transport students in a privately-owned vehicle. Any activity to which a unit member transports students in the unit member's private automobile must be approved by the principal. The District's general liability insurance shall cover the employee while acting within the scope of his/her employment including the transportation of students. The limit of the District's liability when an employee uses his/her own car shall be as follows:

- 11.11.1. The District's insurance coverage shall take effect only after the owner's insurance company, as the prime carrier, has paid.
- 11.11.2. If the unit member is driving his/her car and is found negligent in the event of an accident with injury, district insurance shall cover the medical expenses for the occupants of the owner's automobile; however, there is no district coverage for physical damage to the owner's automobile. Therefore, unit members who transport students should carry appropriate automobile insurance coverage.

**Section 11.12: SITE DRESS CODES**


The Parties recognize that matters of dress are individual expressions of taste. Provided that clothing presents a professional image and fits within generally accepted standards of decency, dress codes, if any, should be flexible and allow for individual judgment. School site dress codes for unit members, if they are to exist, shall adhere to the following:

- 11.12.1. Any dress code to be implemented at a site shall be developed by the site shared decisionmaking team.
- 11.12.2. Prior to implementation, any dress code must be approved in a secret ballot election, by two thirds (2/3) of the unit members at the site.
- 11.12.3. Problems regarding the implementation of this Section may be submitted to the Contract Administration Committee for resolution.

**Section 11.13: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE**

11.13.1. In accordance with district procedures, the District will pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, or watches when *Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

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such articles are damaged in the line of duty and without fault of the unit member or for articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.

11.13.2. Reimbursement of Electronic Hardware and Other Unit Member-Owned Classroom Material. The District shall establish an annual fifty-thousand dollar (\$50,000) self-insurance fund for the purpose of reimbursing unit members for replacement of personal electronic hardware, instructional materials, books, supplies and classroom furniture stolen or damaged in the line of duty as a result of malicious acts, fire or flood, and without fault of the unit member. Disbursement of funds shall be governed by the following:

11.13.2.1. Items eligible for reimbursement under this Section shall be reimbursed according to the following (sets or collections are considered an "item" under this provision):

- a. Items having an original cost of less than one-hundred fifty dollars (\$150) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost.
- b. Items having an original cost of more than one-hundred fifty dollars (\$150) shall be reimbursed using the depreciated value as established herein, provided that the depreciated value is not less than seventy-five dollars (\$75). The depreciated value shall be calculated using the value established by the original receipt or other agreed-upon means of establishing the value, less fifteen percent (15%) annual depreciation.
- c. In no case shall the reimbursement exceed four-hundred dollars (\$400) per incident.

11.13.2.2. Unit members claiming reimbursement under this Section must file a police report regarding the stolen or maliciously damaged equipment.

11.13.2.3. Equipment subject to reimbursement under this Section must be registered with the site administrator. The site administrator shall verify that the equipment is in working order and the materials are in useable condition at the time they are registered.

11.13.2.4. Upon depletion of the fund, no further reimbursements shall be required. Funds left over at the conclusion of a fiscal year shall carry over to the ensuing fiscal year to a

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maximum of twenty-five thousand dollars (\$25,000). Any funds remaining in excess of the limit established herein shall be deposited on an annual basis into the Retiree Medical fund as specified in Article 9, Section 9.8.3. as an August 1st deposit.

**FOR SDEA**

Tim Hill

Tim Hill

Date: 5-5-15

Lindsay Burningham

Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee

Mark Bresee

Date: 5/5/15

Jennifer Carbuccia

Jennifer Carbuccia

Date: 5/5/15

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SDEA Initial [Signature]  
District Initial [Signature]

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**ARTICLE 12: TRANSFER POLICIES**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 4, 2015. Negotiations between the parties continue.



In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**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.

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- 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.
- 12.1.8. Itinerant Assignment. A position which may provide services to students of one or more sites and which is assigned 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.
- ~~12.1.11. Academic Performance Index (Decile Ranking) 1-3 School. Effective January 1, 2007, schools that fall under this category shall be staffed in accordance with Section 12.3.1 of this Article. Posted positions at these school will not be subject to priority consideration.~~

**Section 12.2: POST AND BID**

- 12.2.1. The Human Resource Services Division, ~~Certificated,~~ will have posted in the office of each school or department and electronically on the district's website, a list of known, vacancies for

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the following year. ~~Such postings will occur twice annually as follows:—~~The May Post shall be provided to the Association electronically and/or hard copy. The following timelines shall apply:

- ~~a. The February Post will begin no later than February~~May 10.
- ~~a. The May Post will begin on or after May 10 and shall be scheduled to allow the inclusion of positions that become vacant as a result of the February Post.~~
- b. The post shall include all known vacancies for the following year. From the date the Association receives its official copy on May 10, unit members will have a minimum of ten (10) calendar days to review and bid on posted positions.
- c. Following the close of the Post, Human Resource Services Division shall have seven (7) 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 30.



The list for each ~~post~~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 ~~February or~~ 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, ~~Certified~~. In cases where site selections are not made within the established timelines, the Human Resource Services Division, ~~Certified~~ will assign qualified unit members according to seniority.

12.2.1.1. Positions available immediately following the May ~~post~~Post shall first be offered in seniority order to qualified unit members who are in priority consideration status based 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. ~~From the date the Association receives its official copy of the posting, unit members will have a minimum of ten (10) calendar days to bid for posted positions.—~~No new bids will be accepted

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



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after the ~~posting~~ May Post period closes. If a position on the May pPost 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 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 (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division, ~~Certificated~~. Unit members with an applicable minor may be considered for vacancies that receive less than five (5) 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 (5) 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 ~~February 10 posting period~~ May Post.



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- 12.2.8. Unit members 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 transferring to the new position, the unit member must qualify for 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, ~~Certificated~~, 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, ~~Certificated~~.
- 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 and bid~~ 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) unit members with the greatest seniority, who requested the transfer and have been deemed qualified by the Human Resource Services Division, ~~Certificated~~, 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).

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
- 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, ~~Certificated~~ will have posted electronically on the ~~D~~istrict'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 third (3<sup>rd</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, In-School Counselors, Head Counselors, District Counselors, Library Media Teachers, Senior Speech-Language Pathologists, ~~and Senior School Psychologists, and Senior School Psychologists.~~ Such vacancies ~~will~~ may be posted for a minimum of ten (10) calendar days. Except for Central Office Resource Teacher positions, the District may interview and ~~will~~ select the unit member to fill the posted vacancy from the five (5) 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) TRANSFERS**

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- 12.4.1. It is understood that regular contract positions which include a partial Regional Occupation Program (ROP) assignment will be posted in accordance with Section 12.2.
- 12.4.2. Vacant positions funded exclusively by the ROP Program shall be filled first by qualified ROP unit members who are in excess status.
- 12.4.3. Transfers to fill positions funded exclusively by the ROP program will be processed through the ~~School to Work Transition~~ College, Career and Technical Education Department. Postings of known, funded vacancies in this program shall be distributed to all ROP unit members. ROP unit members who wish to transfer into such vacancies may file a request to transfer. The District may interview and will select from the five (5) ROP 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 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 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.

**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 ~~Posting~~ Post period.

**Section 12.7: INVOLUNTARY TRANSFERS**

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12.7.1. Administrative. (~~Refer to Appendix K containing Attachment 5a. to Pre-arbitration Settlement Agreement dated September 27, 2005.~~) 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 34 – 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. SDEA 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 34 – Letters of Reprimand and Suspensions. When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 34, 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

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12.7.1.2.1 It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions 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 administrator shall meet with the bargaining unit member to discuss the behavior/action, 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:

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- a. This notification shall occur at least three (3) workdays in advance of the transfer as required in Section 12.9.1.
- b. Article 12.7.1.4 of the Collective Bargaining Agreement regarding administrative transfers remains intact and this agreement does not supersede that provision.

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.

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.

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

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- 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.
- 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, ~~Certified~~ 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  
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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, ~~Certificated~~, 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 vacancy from all district applicants deemed qualified by the Human Resource Services Division, ~~Certificated~~.

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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; ~~Certificated~~.
- 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; ~~Certificated~~. 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.

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

**Section 12.15: MULTIPLE ASSIGNMENT POSITIONS**

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 district-wide 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.

12.15.34. 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.

12.15.45. 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**

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- 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.

**Section 12.17 SENIOR SPEECH-LANGUAGE PATHOLOGISTS AND SCHOOL PSYCHOLOGISTS**

Senior Speech-Language Pathologists and Senior School Psychologist assignments shall be rotated every three (3) years among qualified candidates ~~Speech Language Pathologists~~.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 3/3/15

Ron Reese  
Ron Reese

Date: Mar 4 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 3/4/2015

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 3/4/2015

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**ARTICLE 13: CLASS SIZE**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**Section 13.1: DEFINITIONS**

~~13.1.1 "Consultation" as used in the Article is defined as follows: Discussion which provide each party with a meaningful opportunity to materially impact, influence, and shape decisions before they are made. The consultation process is for the purpose of discussion over educationally related subjects, as distinguished from the negotiations process, which addresses legally defined working conditions.~~

~~13.1.1.1. If consultation does not result in consensus as to how to proceed, and/or either party asserts that consultation as defined above has not really occurred, Association and District leadership shall meet to resolve the issues. Each party shall select two representatives for this purpose. If the parties cannot resolve the issues, and upon either party's request, the following dispute resolution process shall apply:~~

- ~~a. The Association and the District shall each select an individual to serve on a resolution panel; these two individuals shall select a third panel member.~~
- ~~b. All panel members shall possess sufficient knowledge of educational policy, theory, and practices to enable them to make an informed decision on the issues presented.~~
- ~~c. Each party shall make a presentation to the panel, together with relevant documentation, if desired.~~

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~~d. The panel will issue a recommended resolution in writing. If the parties cannot resolve the issues based on this recommendation, the matter shall be submitted to the Board of Education for final decision.~~

~~e. This process shall be implemented as expeditiously as possible in order that necessary decisions are made in accordance with legal time lines and educational necessity.~~

~~13.1.1.2. In any event, the District may take actions of an interim nature prior to completion of the consultation process if necessary to prevent a loss of funding, or to prevent an increased expenditure of district revenues.~~

**Section 13.21: CLASS SIZE REDUCTION GOALS**

The Board of Education and the Association agree that reduction of class size is a primary continuing goal of the District within the constraints of: (1) financing available, (2) the need to meet all essential goals of school district operations, and (3) the relative priority of class size, salaries, hours, and other conditions of employment within the scope of representation. The Parties share a joint commitment to the goal of lowering class size throughout the District, at every level, and agree to work together whenever possible to identify and obtain sources of funding for such purposes.

**Section 13.32: ELEMENTARY**

13.32.1. Staffing of regular classes at each elementary school will be determined by the following formula:

$$\begin{array}{l} \frac{\text{TK - Grade 3 enrollments}}{29.7024.00} = \text{Number of primary grade teachers} \\ \text{(rounded to nearest tenth)} \\ \frac{\text{Grade 4 - 6 enrollments}}{32.13} = \text{Number of upper grade teachers} \\ \text{(rounded to nearest tenth)} \end{array}$$

The sum of these two figures will be the number of teachers allocated to a school. When the sum is two-tenths (.2) or more above the whole number, another teacher may be allocated.

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~~13.3.2. Individual kindergarten classes shall not exceed an average of thirty two (32) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.~~

~~13.3.3. Individual Grades 1 and 2 classes shall not exceed an average of twenty five and one half (25.5) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.~~

~~13.3.4. Individual Grade 3 classes shall not exceed an average of thirty one (31) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.~~

13.2.2 The District and SDEA agree that this Article constitutes a “collectively bargained alternative class size enrollment for each school site” in grades TK through 3, inclusive, in accordance with Education Code 42238.02(d)(3)(B), effective July 1, 2014.

13.2.3 Effective July 1, 2015, for the TK through Grade 3 grade span, within seven (7) weeks from the start of the school year, average class size enrollment at each school site shall be no more than twenty-four (24). Enrollment changes occurring after the seventh week that may impact a school site average will be reviewed monthly and remedied.

13.2.4 The District and SDEA acknowledge that as a condition of receiving the additional funding grant for TK-3 class size reduction under the Local Control Funding Formula (LCFF) the District is required to make defined progress toward maintaining an average class size enrollment of not more than twenty four (24) pupils for each school site in TK/K and grades 1 through 3, inclusive, upon full implementation of LCFF (currently 2020). Through this agreement the District has committed, in Section 13.2.3, to an average class size enrollment at each school site of no more than twenty four (24) by the end of the seventh week of each school year. In the event the annual audit process or any other review process puts the District’s receipt of LCFF grade span adjustment funding at risk, the District and SDEA intend to ensure the receipt of this funding through the application of Section 13.2.2 for that school year

~~13.32.5. Commencing with the 2016-2017 school year, Ggrades TK-6 classes shall not exceed thirty-six-five (356) pupils for more than thirty (30) calendar days.~~

~~**Section 13.4: CLASS SIZE REDUCTION PLAN**~~

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~~13.4.1. The provisions of this Section relating to K-3 class size shall be suspended for the duration of the time that the California Class Size Reduction program is funded by the state. The Parties agree to work together to implement this program while it is in effect.~~

~~13.4.2. In addition to the number of primary and upper grade teachers allocated to each elementary school as specified in Section 13.3.1., each site shall be entitled to additional teaching positions in accordance with the following formula:~~

$$\begin{array}{r}
 \text{13.4.2.1. } \frac{\text{K and Grade 3 Enrollments}}{29.7.1} + \frac{\text{Grades 1 and 2 Enrollments}}{25.5} + \\
 \frac{\text{Grades 4-6 Enrollments}}{32.13}
 \end{array}$$

$$\text{13.4.2.2. } \frac{\text{Less: K-Grade 3 Enrollments}}{29.7} + \frac{\text{Grade 4-6 Enrollments}}{32.13}$$

~~13.4.2.3. The numbers determined in each 13.4.2.1. and 13.4.2.2. shall be rounded to whole numbers based on two tenths (.2) or greater rounded upward and under two tenths (.2) rounded downward.~~

~~13.4.3 Representatives selected by the District and the Association (hereafter "District," "Association," "party," or "parties") shall engage in a consultation process if changes in funding levels and/or state law appear to require changes in implementation of the CSR program, the exact extent of which appear to be discretionary under law. By way of example, this consultation would not apply to a change in law allowing for a different ratio or computation of ratios. However, the consultation process will apply if, due to a reduction in funding level, choices must be made as to how and where the program would continue to be implemented at a reduced level.~~

~~13.4.4 Contingent upon the passage of Assembly Bill 2272, effective July 1, 2012, for the duration of the time that the California Class Size Reduction program is funded by the state, K-3 class sizes shall not be more than two (2) students per class beyond the class size limit that is fully funded by the state.~~

**Section 13.53: SECONDARY**

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13.53.1. In addition to certificated personnel assigned to secondary schools for counseling, supervision of students and student activities, special education, and atypical or exceptional circumstances, the basic allocation of certificated personnel units (CPU) for classroom instruction in comprehensive secondary schools shall be not less than:

Middle School or Junior High	Senior High
<u>Enrollment</u> + 2 CPU	<u>Enrollment</u> + 2 CPU
28.73	29.13

13.53.2. Individual teacher's academic classes will average no more than thirty-six (36) pupils each. Effective July 1, 2012, individual teacher's academic classes shall be no more than thirty-six (36) pupils each.

13.53.3. When safety or supervision is a problem, or class facilities necessitate, as determined by the District, the classes normally will average no more than thirty-two (32) pupils each. Classes in music, business education, and physical education may exceed the average size established for other classes.

13.53.4. Secondary schools having counselor(s) assigned to pupil supervision one (1) hour or more per day on a regular basis shall not count such time as part of the counseling time under the District's formula for allocating counselors.

13.53.5. Following the second school month of the traditional school year, the Contract Administration Committee shall be provided with a monthly report of all academic classes exceeding forty (40) students. The purpose of receiving this data shall be to plan for future negotiations and, if possible, to develop recommended solutions to outstanding class size problems.

13.53.6. A unit member's Ssecondary physical education classes (excluding athletic periods) enrollment per period (i.e., total student enrollment / number of PE periods), over a ten (10)-week period, shall average no more than fifty (50) pupils over a four (4) month period. Starting at the end of~~Following the second school the first~~ month of the ~~traditional students'~~ school year, the Contract Administration Committee shall be provided with a monthly report of all secondary physical education teachers whose classes (excluding athletic periods) ~~exceeding~~exceed the fifty (50)-~~students~~ average. The purpose of receiving this data shall be to ~~plan for future negotiations and, if possible, to~~ develop and implement ~~recommended~~ solutions to outstanding class size problems.

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**Section 13.64: CASELOADS FOR SCHOOL NURSES, DISTRICT COUNSELORS AND IN-SCHOOL COUNSELORS**

The District recognizes the positive contribution school nurses, district counselors, and in-school counselors make to the instructional program. The District shall staff school sites based on the following formulae. ~~Before these formulae are modified, the District will consult with the Association.~~

13.64.1. School Nurses.

Actual Enrollment	Days Per Week	Position Equivalent
1 – 592	1.0	.20
593 – 1,185	2.0	.40
1,186 – 1,774	3.0	.60
1,775 – 2,366	4.0	.80
2,367 and Above	5.0	1.00

No nurse shall be assigned to more than three (3) sites.

Additional nursing staff may be provided based on acuity. By October 1 of each year, the Department Program Governance Team shall make acuity-related recommendations based on a site's student needs such as pupil disabilities, medical procedures and medications, level of self-care, and school-wide visits to the health office.

13.64.2. District Elementary Counselors.

Actual Enrollment	Days Per Week	Position Equivalent
1 – 493	1.0	.20
494 - 726	1.5	.30
727 - 960	2.0	.40
961 – 1,195	2.5	.50
1,196 – 1,429	3.0	.60
1,430 – 1,663	3.5	.70
1,664 – 1,896	4.0	.80
1,897 – 2,131	4.5	.90

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2,132 and Above

5.0

1.00

No Elementary Counselor shall be assigned to more than three (3) sites.

13.64.3. ~~In-School~~ Secondary Counselors. Secondary Counselors shall be allocated based on the Counselor/pupil caseload set forth below. Any assignment portion that is less than a 1.0 allocation shall round up to the nearest 0.5 allocation.

Total Enrollment/481 (Middle Schools)

Total Enrollment/459 (Senior High)

13.3.1 For the 2015-2016 school year, the District shall allocate an additional sixteen (16) FTE of itinerant Counselors to be utilized to address and close students' achievement gap in meeting A-G requirements.

**13.5 STAFFING AT ELEMENTARY AND MIDDLE SCHOOL SITES WITH HIGH UNDUPLICATED COUNTS**


13.5.1 For the 2015-2016 and 2016-2017 school years, elementary and middle school sites with an unduplicated count of ninety percent (90%) or higher, based on data from December of the previous school year, shall receive one (1) additional FTE to provide increased unit member staffing resources. (See Appendix S, which will be updated in December 2016.) These supports may include lowering class size at grades TK-8, or providing additional support or enrichment services directly to students. School Site Governance Teams (SGT) shall determine how to allocate the additional staff. For the 2015-2016 school year, the SGT's decision-making process shall be completed no later than June 15, 2015, and for the 2016-2017 school year, the SGT's decision-making process shall be completed no later than April 1, 2016.

13.5.2 For the 2015-2016 and 2016-2017 school year, elementary schools covered by 13.5.1 shall be allocated at 22:1 at grades TK-3, and the additional FTE in Section 13.5.1 is included in the 22:1 allocation.

**FOR SDEA**

  
\_\_\_\_\_  
Tim Hill

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Mark Bresee

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Date: 5-1-15

Date: 5/1/15

Ron Reese  
Ron Reese

Jennifer Carbuccia  
Jennifer Carbuccia

Date: May 1, 2015

Date: 5-1-15

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**ARTICLE 14: PERFORMANCE EVALUATION**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 4, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.*

**Section 14.1: PURPOSE**

The purpose of the unit member performance evaluation process is to develop and maintain effective performance in all areas of responsibility in alignment with district goals.

**Section 14.2: PERFORMANCE EVALUATION**

14.2.1. Frequency. Evaluation and assessment of the performance of unit members will be made on a continuing basis, but at least once each school year for probationary unit members (including unit members serving on leave-replacement contracts and interns), and every other year for unit members in permanent status whose most recent performance evaluation has been effective.

A unit member may be evaluated up to every five (5) years under all of the following conditions:

- a. The unit member has permanent status;
- b. The unit member has been employed by the District for at least 10 years;
- c. The unit member is “highly qualified” under NCLB (if occupying a position that requires this status);
- d. The unit member’s previous evaluation rating was effective;

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- e. The unit member and the member's evaluator agree to a cycle of up to five (5) years. Agreement on a five (5) year evaluation shall be decided on an individual basis, and shall not be based on arbitrary or capricious reasons; and
- f. Either the unit member or the evaluator may withdraw consent at any time, but the stated reason or cause shall not be arbitrary or capricious.

Unit members participating in the alternative evaluation process described in Section 14.7. may deviate from this schedule and a unit member participating in the National Board Certification Program shall be exempted from routine performance evaluation procedures in Sections 14.1. through 14.6. during the period of time when he/she is involved in the certification process.

14.2.2. Designation of Evaluator. The supervisor of each unit member designated in the unit member's job description shall be the evaluator. The supervisor may delegate the evaluation to other credentialed supervisory personnel. Such delegation will be explained to the evaluatee. A special evaluation shall be conducted by the supervisor or it may be delegated at the supervisor's discretion and with the appropriate division head's approval.

**Section 14.3: EVALUATION COMPONENTS**

Evaluation components include evaluation elements, objectives, and responsibilities contained in the unit member's job description.

14.3.1. Elements of Evaluation.

- 14.3.1.1. The competency of classroom unit members will be evaluated and assessed as such competency reasonably relates to:
  - a. Progress of pupils toward established standards.
  - b. Instructional techniques and strategies.
  - c. Adherence to curricular objectives.
  - d. Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

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- e. Performance of non-instructional duties and responsibilities including supervisory and advisory duties.
- 14.3.1.2. The competency of non-classroom unit members will be evaluated as such competency relates to:
- a. Provision of specialized support/services to pupils and other unit members.
  - b. Provision of services/resources to school sites to support school, division, and district objectives.
  - c. Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.
  - d. Applicable classroom unit member elements of evaluation.

14.3.2. Objectives and Assessment Techniques.

14.3.2.1. Mutual Determinations. The evaluator and the evaluatee shall mutually determine the objectives, the assessment techniques to be used for evaluation and whether the evaluation is to be conducted under Sections 14.3.1.1. or 14.3.1.2. (Refer to Section 14.4. for Resolution of Disagreement in this area.)

14.3.2.2. Selection of Objectives. A minimum of three (3) objectives must be selected:

- a. Elementary. For elementary classroom unit members, selection of at least one (1) objective in an academic area (language arts, reading, or mathematics) and one (1) objective in another subject area is required. At least one of these two (2) objectives shall reflect district/site goals.
- b. Secondary. Secondary classroom unit members shall select at least one (1) objective which reflects district/site goals in a subject area within their major or minor teaching field or teaching assignment.
- c. Non-classroom unit members. Non-classroom unit members, focusing upon primary job responsibilities as contained in the job description, as well as specific school needs assessments, shall be required.

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14.3.2.3. Scope of Objectives and Standards. Objectives and standards may be established for any area of position responsibility, evaluation elements, or other responsibilities and non-instructional duties as prescribed by the Board of Education in the job descriptions.

14.3.2.4. Identification of Constraints. When objectives and standards are established, the evaluator and evaluatee shall identify any constraints which would hinder or limit the achievement of performance objectives and standards.

14.3.2.5. Modification of Objectives. During the year, if any specified constraints cannot be overcome or objectives become inappropriate (e.g., grade level change), the evaluatee and the evaluator may modify the objectives. (Refer to Section 14.4. for Resolution of Disagreement in this area.)

14.3.3. Performance Standards. While evaluation will concentrate upon selected areas for each individual, the unit member will be expected to maintain effective standards of performance in all areas of responsibility as identified in the unit member's job description.

**Section 14.4: RESOLUTION OF DISAGREEMENT BETWEEN EVALUATOR AND EVALUATEE (For use in resolution of disputes in Sections 14.3.2.1., 14.3.2.5., 14.6.1.3., and 14.7.)**

14.4.1. Third Party Recommendations. Should agreement not be achieved between the evaluator and the evaluatee as to the areas of evaluation, performance objectives and standards, evaluation elements, evaluation criteria, support requirements, or ongoing plans for evaluating performance status, recommendations from a third party shall be solicited.

14.4.2. Third Party Selection. The evaluator and the evaluatee shall attempt to mutually agree upon the third party. Failing agreement, the matter shall be referred to the evaluator's supervisor who shall select an appropriate third party from any of the following categories of job classifications: teacher, specialist, consultant, coordinator, director, or assistant director, or other parties as agreed. If the dispute involves an evaluatee who is a Counselor, School Nurse, Speech-Language Pathologist, or School Psychologist, the third party shall be credentialed in the same area as the evaluatee. The third party shall make recommendations to the evaluatee and the evaluator.

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14.4.3. Final Decision Responsibility. If the recommendations of the third party do not resolve the disagreement, the evaluator's supervisor, ~~in consultation with the Contract Administration Committee,~~ shall make the final decision after considering the recommendations of the third party, and if requested, meeting with the evaluator and the evaluatee.

**Section 14.5: CONSTRAINTS**

14.5.1. A unit member shall not be evaluated based upon the use of publisher's norms established by standardized tests.

14.5.2. The goals, objectives, and standards for a particular unit member shall take into account the characteristics of students, class size, and availability of resources as established under district policies and procedures, the availability of equipment and materials identified by district standardized lists for the program being evaluated, and board-established goals, objectives, and standards.

14.5.3. Unit members shall not evaluate other unit members.

14.5.4. No mechanical or electronic recording device may be used to record conferences, classroom instruction or meetings involving unit members and their supervisors unless agreed to by all Parties. (See Appendix I)

**Section 14.6: EVALUATION PROCESS/TIMELINES**

14.6.1. Pre-evaluation.

14.6.1.1. During the first four (4) weeks of pupil attendance, the evaluator shall hold a staff meeting to review the evaluation procedures, distribute and explain copies of all evaluation forms, make available the district manual of unit member job descriptions, and review the evaluation calendar for the year.

14.6.1.2. No later than thirty-five (35) calendar days from the beginning of the school year or the beginning of an assignment, each unit member scheduled for evaluation shall meet with the principal, or designee responsible for his/her evaluation.

During this meeting, mutual agreement shall be reached on the objectives and criteria upon which the unit member will be evaluated, and upon the assessment techniques

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which will be utilized to determine the degree of the unit member's achievement of objectives and criteria.

14.6.1.3. Within ten (10) workdays of this conference, the unit member shall prepare a written copy of objectives, criteria and assessment techniques determined (Parts A, B, and C of the evaluation worksheets) and submit them to the supervisor.

Within ten (10) workdays of receipt of the unit member's objectives, the supervisor shall approve or disapprove the objectives. If the objectives have not been approved, the supervisor will schedule a conference with the unit member. (Refer to Section 14.4. for resolution of disagreements in this area.)

14.6.1.4. At the request of a school nurse or district counselor, the evaluator will forward a copy of the evaluation and/or objectives to the appropriate department head/program manager.

14.6.2. Observation Procedures.

14.6.2.1. Nothing precludes evaluators from carrying out their normal supervisory responsibilities by observing the evaluatee's total job performance at any time.

When classroom observations are being used as assessment techniques for a unit member whose performance is considered effective, the evaluator should notify the evaluatee when the observation is to be conducted, the method of observation, and who will do the observation.

14.6.2.2. The evaluatee shall provide the observer(s) with a brief outline of the lesson being observed and the assessment or observation method to be used to measure student achievement.

14.6.2.3. A written statement concerning each observation being used as an assessment technique will be prepared by the observer(s) within a reasonable period of time (approximately ten [10] workdays) and attached to the evaluation worksheet. A copy will be given to the evaluatee.

14.6.2.4. Upon receiving the observation statement from the evaluator, the unit member may attach a written response.

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14.6.3. Progress Check and Remediation Plan

14.6.3.1. Whenever the evaluator determines that any aspect of an evaluatee's evaluation may be less than satisfactory, the evaluator shall schedule a conference to discuss the evaluatee's progress in achieving objectives and criteria. During this conference, the evaluator shall notify the evaluatee both in writing and verbally of the specific objectives and criteria where satisfactory progress is not being made.

14.6.3.2. Further, the evaluator shall develop a remediation plan which shall set forth:

- a. The specific areas where improved performance is necessary.
- b. The resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a mentor teacher or released time to observe other unit members.
- c. The evaluator's role in assisting the evaluatee in achieving improved performance.
- d. A timeline for monitoring the evaluatee's performance.
- e. The evaluator will consult with the appropriate department head in the development of a progress check and remediation plan for itinerant nurses and district counselors.

14.6.3.3. This conference must take place sufficiently in advance of the final evaluation to afford the evaluatee the opportunity to improve, but in no event shall it take place less than fifty (50) work days prior to the date of the final evaluation. Failure to schedule this conference and to meet the provisions of this Section may preclude the evaluator from evaluating an evaluatee as less than satisfactory.

14.6.3.4 If an absence occurs during the remediation period, the evaluator may decide, or the evaluatee may request, that the remediation period should terminate or be postponed to a later date. The evaluator's decision on this matter shall be final and shall be communicated to the unit member in writing. If the remediation period is terminated, the period shall begin anew when the unit member returns to work, commencing on a date to

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be established by the evaluator. A unit member whose remediation period is rescheduled in this manner shall not have access to the post and bid process set forth in Section 12.2.

14.6.4. Final Evaluation

14.6.4.1. The evaluator and the evaluatee complete and sign Part D of the evaluation worksheet and performance evaluation addendum (if any). The evaluator prepares a draft copy of the summary evaluation report for discussion with the evaluatee according to the following schedule/ procedure:

- a. On or before the third Friday in February for second year probationary unit members.
- b. On or before the last workday in April for permanent unit members, first year probationary unit members, and leave replacements. This timeline may be extended up to May 15 for unit members assigned to year-round sites.

14.6.4.2. Not later than thirty (30) calendar days prior to the last school day of the school calendar, the evaluatee shall sign and be provided with a copy of his/her evaluation.

The evaluatee may, within thirty (30) calendar days, attach a written response to the evaluation which shall become a permanent part of the personnel file.

14.6.4.3. In the event an evaluatee has been evaluated as "Requires Improvement" or "Unsatisfactory" in any area of his/her evaluation, the evaluator may continue the evaluation process for the balance of the current school year. The evaluator may attach an addendum to the summary evaluation indicating the results of the continuing evaluation, as it relates to the areas identified as "Requires Improvement" or "Unsatisfactory." Should the performance fail to improve to "satisfactory", the evaluatee will be scheduled for a special evaluation during the next school year.

If the "Requires Improvement" or "Unsatisfactory" ratings are changed to "Satisfactory," a summary evaluation which reflects the improved performance will be prepared and signed by both Parties.

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The evaluatee shall sign the addendum and may, within thirty (30) calendar days, attach a written response to the addendum which shall become a permanent part of the personnel file.

14.6.5. Final Responsibility for Evaluation

Final responsibility for evaluation judgments shall rest with the evaluator. Upon the request of the evaluatee, the evaluator's supervisor shall review the evaluation. The division head shall review all evaluations reflecting less-than-effective performance. Sign off for itinerant nurses and district counselors shall include the appropriate department head.

14.6.6. Grievability of Evaluations.

The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

**Section 14.7: ALTERNATIVE EVALUATION**



14.7.1. Purpose. The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers to unit members who have consistently demonstrated effective performance an alternative to the regular evaluation process. The process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects and criteria established under the alternative assessment process serve as the certificated performance evaluation in lieu of the regular evaluation. The process is structured to strengthen collegial relationships and cooperation and to decrease isolation.

14.7.2. Evaluation Plan.

14.7.2.1. Participation. Permanent unit members with a minimum of five (5) years of effective certificated experience in the District may, with mutual agreement of the supervisor, elect to participate in the alternative evaluation process.

14.7.2.2. Evaluation Plan. At a pre-evaluation conference held in compliance with the timelines established in Section 14.6.1., the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees

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and evaluators are encouraged to be creative and take risks when developing options. The evaluatee(s) and the evaluator will schedule evaluation updates throughout the assessment period. The agreed-upon evaluation plan may transcend the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.

14.7.2.3. Basic Requirements. While participating in the alternative evaluation process, evaluatees continue to maintain responsibility for performance of basic job description requirements and Education Code requirements relating to progress of pupils toward district standards, use of appropriate instructional techniques and strategies, adherence to curricular objectives, establishment and maintenance of a suitable learning environment and performance of non-instructional duties and responsibilities including supervisory and advisory duties. Participation in this process assumes compliance with the requirements of the Education Code.

14.7.2.4. Final Evaluation. At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the agreed-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion in the evaluatee's file.

14.7.2.5. Modification of Evaluation Plan. Upon mutual agreement between the evaluatee and the evaluator, the evaluation plan may be modified or the evaluatee may change to the regular evaluation process. In the event of a change to the regular evaluation process, appropriate timelines and objectives will be mutually established in accordance with appropriate sections of this Agreement.

14.7.2.6. Intent of Alternative Evaluation Sections. All sections of Article 14 apply to participants in the alternative evaluation process with the exception of Sections 14.3.2. and 14.6. Whenever the evaluator determines that any aspect of the evaluatee's evaluation may be less than satisfactory, the provisions of Section 14.6.1. and 14.6.3. will apply.

**Section 14.8 NEW EVALUATION MODELS**

SDEA and the District share a mutual interest in improving the evaluation process to ensure the process is one that focuses primarily on growth and development. Both Parties recognize the difficulty and complexity of classroom teaching and non-classroom services. Both Parties recognize that a growth and development evaluation process entails a reflective, meaningful professional discourse that will lead to

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growth experience for all unit members. To this end, the parties agree to the following:

14.8.1 Phase 1: Research and Development of a New Evaluation Model

14.8.1.1 The Parties shall convene two joint committees, each consisting of five (5) unit members appointed by SDEA and five (5) administrators appointed by the District, with one joint committee dedicated to developing a new evaluation model for instructional personnel, and the other dedicated to developing a model for non-instructional personnel.

14.8.1.2 The joint committees shall meet at least monthly during the calendar year following ratification of this agreement, to research and review alternative methods of evaluation systems, and procedures and protocols designed to encourage positive educator growth. The committees will develop model evaluation and performance indicators during this calendar year based on the following standards: 1) engaging and supporting all students and learning, 2) creating and maintaining effective environments for student learning, 3) understanding and organizing subject matter for student learning, 4) planning instruction and designing learning experiences for all students, 5) assessing students for learning, and 6) developing as professional educators. The listing of these standards is not intended to promote a specific or existing evaluation model/tool, but is intended only to identify broad categories related to teaching and learning. The committees are expected to review multiple existing evaluation tools/matrices (e.g. based on California Standards for the Teaching Profession, the 5D model, Marzano, other successful evaluation models in other California school districts, etc.) and develop District-specific model evaluation and performance indicators.


14.8.2 Phase 2: Pilot Implementation at Selected Schools/Programs

14.8.2.1 The model evaluation and performance indicators developed by the committees will be implemented at pilot implementation schools/programs during the school year following the completion of Phase 1. The goal is for the committees to identify pilot schools/programs consisting of 25% of the District's elementary, middle and high schools, with representation across the District geographically and across low/middle/high school performance levels.

14.8.2.2 At the pilot schools/programs the model evaluation criteria and performance indicators will, as a pilot program, replace the Elements of Evaluation in Article 14.3 of the current agreement. All other elements of the evaluation process delineated in Articles

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14.2 through 14.6 will remain in effect at the pilot schools.

14.8.2.3 Participation by individual unit members at the pilot schools/programs shall be voluntary.

14.8.2.4 Unit members who are not scheduled to be evaluated during the pilot year are eligible to participate in the pilot program.

14.8.2.5 Any evaluation documents related to a participating unit member shall not become a part of the unit member's personnel records unless requested by the unit member.

14.8.2.6 Unit members subject to Section 14.9 (Special Evaluations) in the Pilot Implementation year shall not be entitled to participate in the pilot program.

14.8.3 Phase 3: Recommendations to the Bargaining Parties

14.8.3.1 Based on the work of the joint committees, including but not limited to feedback received from participants in the pilot evaluation process at the pilot schools, on or before April 15 of the pilot implementation school year, each committee shall submit recommendations to the District and SDEA regarding implementation of new evaluation systems/processes for instructional and non-instructional personnel, including any recommended amendments to Article 14 of the collective bargaining agreement. The committees shall convene at least once after the submission of recommendations, and prior to the end of the school year, to discuss potential new or modified recommendations based on feedback received after the initial submission of recommendations.

14.8.3.2 After receiving the initial recommendations the parties shall meet and negotiate changes to Article 14 of the agreement, with the intent to negotiate any changes to Article 14 prior to the beginning of the following school year.


**Section 14.89: SPECIAL EVALUATIONS**

14.89.1. Types of Special Evaluations. Special evaluations are conducted when a unit member's job performance is less than effective. Special evaluations are of two (2) types:

14.89.1.1. Those that occur to follow up on a unit member previously designated as less than effective.

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14.89.1.2. Those that may occur at any time the supervisor determines that any aspect of the unit member's performance is less than effective. (See Section 14.89.7.)

14.89.2. Frequency. When a unit member has been evaluated as less than effective in one (1) year, the unit member shall be evaluated each year until the evaluation is effective or other appropriate action is taken.

14.89.3. Designation of Evaluator. The evaluation shall be conducted by the supervisor or it may be delegated at the supervisor's discretion and with the appropriate division head's approval.

14.89.4. Program of Improvement. If a unit member's evaluation contains a less-than-effective rating in the area of teaching methods or instruction, or control of classroom environment, the evaluator may require the evaluatee to participate in a program designed to improve appropriate areas of performance and to further pupil achievement and instructional objectives of the District.

Development of detailed lesson plans may be required as appropriate.

14.89.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate district personnel, the evaluator will develop a written plan which includes:

14.89.5.1. The specific areas identified where improved performance is necessary, limited to those areas marked less than effective on the previous year's evaluation.



14.89.5.2. Resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a consulting teacher per Article 18, released time to observe other unit members, printed materials, attendance at inservice training sessions, and/or central office assistance.

14.89.5.3. A timeline for monitoring the evaluatee's performance.

14.89.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.

14.89.5.5. Constraints, if any, to be included on the Evaluation Worksheet.

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14.89.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.

14.89.5.7. The evaluator will consult with the appropriate department head in the development of special evaluation objectives for itinerant nurses and district counselors.

14.89.6. Evaluation Process/Timelines. Timelines for a special evaluation of unit members whose performance has been evaluated as "less than effective" during the previous school year are:

14.89.6.1. Pre-evaluation Conference. During the first four (4) weeks of pupil attendance, the evaluator initiates a pre-evaluation conference with the evaluatee during which time mutual agreement shall be reached on the issues established in Section 14.89.5.

The evaluator informs the evaluatee of exact areas of performance which require improvement, and consults with the evaluatee regarding objectives, standards for effective performance, assessment techniques, timelines, support requirements and constraints to be included on the Evaluation Worksheet. If mutual agreement is not reached during the consultation process, the evaluator will establish the objectives, etc., and inform the evaluatee.

Objectives, standards, assessment techniques, support requirements and constraints shall be related to the areas marked less than effective on the previous year's evaluation. An evaluation worksheet should be completed (Parts A, B, and C) and signed within fifteen (15) calendar days after the conference.

14.89.6.2. Progress Check Conference. On or before the third Friday in December, the supervisor initiates a progress check conference with the teacher.

a. The supervisor:

- 1) Reviews unit member's performance.
- 2) Provides unit member with copy of mid-year evaluation report.
- 3) If progress has been satisfactory, terminates special evaluation. If desired improvement has not been achieved, continues the evaluation process until

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February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent teachers.

- 4) If performance is not improved, may proceed with appropriate action as necessary.

14.89.6.3. Summary Evaluation Conference.



On or before February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent unit members, evaluator initiates a summary evaluation conference with the unit member.

a. The evaluator:

- 1) Completes and signs part D of evaluation worksheets and retains for site records.
- 2) Prepares and signs summary evaluation report and addenda (see Article 18.5.7. and 18.5.8.). Unit member signs documents and is provided with a copy of the summary evaluation report and related materials. Unit member may, within thirty (30) calendar days, submit written comments which will be attached to the evaluation and become a permanent part of the evaluation document.
- 3) If performance is satisfactory, the evaluation is complete.
- 4) If performance continues to be less than effective, supervisor schedules a special evaluation for the next school year and/or proceeds with appropriate disciplinary action.
- 5) Forwards the summary evaluation report to the Department of Human Resource Services Division, Certificated, through divisional channels.

14.89.7. Expedited Special Evaluations. Expedited special evaluations may take place during a unit member's non-evaluation year whenever a demonstrable deficiency in a unit member's performance has occurred. The unit member must first be notified through a conference with written memorandum of summary (not placed in the Education Center personnel file if resolved)

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that such a deficiency has occurred, and that expedited special evaluation is possible if performance has not improved within a reasonable period of time. This conference and memorandum of summary is not required in cases of severe misconduct.

Expedited special evaluations will occur in accordance with the provisions of the required special evaluation process (Section 14.8.6.) and shall require a minimum timeframe of fifty (50) work days during which time a pre-evaluation conference, progress check and summary evaluation conference must occur.

| 14.89.8.           Recognition. The District and the Association shall develop a form which may be used for recognizing the positive contributions which unit members make to the school site and/or the District. Site and district administrators may utilize this form to recognize such contributions. Copies of the completed form shall be distributed to the unit member and the unit member's district personnel file.

| **Section 14.910: PERSONNEL FILES**

| 14.109.1.           Request to Review. Materials in a unit member's personnel file maintained at the unit member's work location or in the Human Resource Services Division are to be made available for the unit member's review upon request, at a mutually agreed-upon non-instructional time.

| 14.910.2.           Right of Representation. The unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these files, if maintained at the work location, or a Human Resource Services Division administrator, if maintained at the Education Center. A representative of the unit member may, with written permission of the unit member, conduct a review of the personnel file.

| 14.910.3.           Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:

|           14.109.3.1.           Were obtained prior to the unit member's employment, or

|           14.910.3.2.           Were prepared by identifiable examination committee members, or

|           14.910.3.3.           Were obtained in connection with a promotional examination.

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**Section 14.101: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES**



- 14.101.1. Derogatory material shall not be entered in a unit member's site or district personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.
- 14.101.2. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.
- 14.101.3. The unit member's review of such derogatory material will take place during normal business hours, at a mutually agreed-upon time. The unit member shall be released from duty without loss of pay for this purpose, if necessary.
- 14.101.4. The unit member may, within a reasonable period of time, submit written comments which shall be attached to such material and become a permanent part of the document.
- 14.101.5. ~~Electronic mail (e-mail) is not a confidential medium. Therefore, p~~Performance evaluations or materials of a derogatory nature shall not be transmitted by electronic mail/internet.

**Section 14.121: COMPLAINTS**

Handling of complaints under this Section shall be limited to those which will become a matter of record and which may affect the evaluation of the unit member.

- 14.121.1. Definitions.
- 14.121.1.1. Formal Complaint. A written statement, signed and verified under penalty of perjury, by a complainant on forms provided by the District which alleges a specific violation, by a unit member, of a district policy, procedure or long standing practice, and which by virtue of such violation, has adversely affected the complainant and/or his/her family.
- 14.121.1.2. Informal Complaint. Any complaint which does not meet the definition of a formal complaint shall be considered an informal complaint.

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14.1+2.1.3. Closed Session. A meeting of the Board of Education or a committee thereof, the Superintendent, and such other staff members as the Board may desire. Members of the public and the press who are not indispensable to determining the issues, finding facts, and reaching a conclusion on the matter shall be barred from attendance.

14.1+2.1.4. Response. A written statement signed by the unit member named in the complaint which answers the complaint. It may also contain counter allegations. It does not need to be verified under penalty of perjury.

14.1+2.1.5. Adverse Action. Any formal action which shall become a matter of record in the unit member's personnel file.

14.1+2.2. Initiation of Complaint. Complaints may be initiated at the site, District or Board level. Complaints received at the Board or District level will be forwarded to the appropriate ~~assistant superintendent~~ District personnel for resolution at the lowest possible level. It is the intention of all Parties to resolve concerns at the lowest possible level. Complaints against unit members whether initiated at the site level or at the Education Center by a parent, another employee or a member of the community will be called promptly to the unit member's attention and the identity of the complainant will be made known to the unit member.

14.1+2.3. Informal Resolution. In an effort to resolve such complaints, the unit member's supervisor, upon receipt of a complaint under this Section, shall attempt to resolve the complaint utilizing the following progressive steps:

14.1+2.3.1. The immediate supervisor shall ask the complainant to contact the unit member involved and to attempt to resolve the problem directly with the unit member.

14.1+2.3.2. Failing resolution, if all Parties agree, the supervisor will schedule a meeting with the complainant and the unit member. The purpose of the meeting shall be to utilize problem-solving techniques in an effort to resolve the complaint. If all parties do not agree, the supervisor may meet separately with the complainant and the unit member if mutually agreed in an attempt to resolve the complaint.

14.1+2.3.3. Should the preceding step fail to resolve the complaint, the complainant may contact the appropriate division head to request direct intervention.

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14.1+2.3.4. Failing resolution in all of the steps above, the complainant may submit the complaint, on a form approved by the District and the Association, to the Board of Education or a committee thereof to request a formal hearing.

14.1+2.4. Appeal to the Board of Education. In the event that the steps set forth in Sections 14.1+2.1. through 14.1+2.3. have been implemented, and the complaint remains unresolved, the Board of Education may discuss the issue informally in closed session, requesting written summaries of the issues presented at the earlier levels. If after such informal discussions, adverse action against the unit member is contemplated, the Board of Education shall implement the formal hearing procedure set forth below.

14.1+2.4.1. Hearing and Hearing Procedures.

14.1+2.4.1.1. Timelines. The Board of Education shall schedule a hearing within thirty (30) workdays of the date when a signed appeal from the informal procedure is received in the Board of Education office. Upon mutual agreement, this thirty (30) day time limit may be extended.

14.1+2.4.1.2. Procedure. The complaint and the response shall be presented in closed session to the Board of Education or a committee thereof, in the presence of the complainant and the respondent.

14.1+2.4.1.3. Representation.

- a) The complainant may be accompanied by his/her attorney or a representative of his/her choice.
- b) The unit member shall be entitled to representation by a representative of his/her choice, and, if appropriate as determined by the District, may be represented by the General Counsel.

14.1+2.4.1.4. Hearing Procedure. The hearing shall be solely on the issue raised by the complaint and the response. Complainant and the unit member may call witnesses to testify about the allegations made in the complaint or response, and may make whatever statements pertaining to the complaint which either deems desirable. Witnesses shall be sequestered at the request of either Party.

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14.1+2.4.1.5. Conduct of Hearing. The presiding officer shall determine the manner in which the hearing is to be conducted, setting aside an appropriate amount of time for each side to present its case, and may limit the number of witnesses and other participants in the hearing. The complainant shall present first, and the unit member will respond. It is understood that the burden of proof is on the complainant.

14.1+2.4.1.6. Record of Hearing. The hearing shall be considered a confidential personnel matter. If the presiding officer determines that a court reporter is necessary to record verbatim the entire hearing, it shall be at district expense.

14.1+2.4.1.7. Conclusion. Within a reasonable period of time after the hearing, the Board of Education will notify the complainant and the unit member of its decision.

14.12.5. The application of any provision of this section which would conflict with state or federal law is subject to Article 35.2.

**FOR SDEA**

  
\_\_\_\_\_  
Tim Hill

Date: 3/3/15

  
\_\_\_\_\_  
Ron Reese

Date: Mar 4, 2015

**FOR THE DISTRICT**



  
\_\_\_\_\_  
Mark Bresee

Date: 3/4/2015

  
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Jennifer Carbuccia

Date: 3/4/2015

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**ARTICLE 15 (GRIEVANCE PROCEDURE)**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on the June 5, 2014. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**Section 15.1: STATEMENT OF INTENT**

It is the intention of both the District and the Association to develop a process that results in the resolution of grievances which arise from the collective bargaining agreement at the level within the system where the issue originates. Both Parties endorse and encourage frank and open discussion of grievances and the use of a variety of nonadversarial problem-solving techniques including mediation, interest-based exploration of interests and options for solution, and other means as appropriate.

**Section 15.2: DEFINITIONS:**

15.2.1. A "grievance" is a claim by one or more specifically named bargaining unit members or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which personally and adversely affects the grievant(s).

15.2.2. A "group grievance" may be filed when there are mutually-agreed common questions of fact pertaining to each grievant.

15.2.3. A "grievant" is a unit member, a group of unit members, or the Association.

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**Section 15.3: STEP ONE - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR**

A unit member and his/her immediate supervisor, or other district administrator if appropriate, shall attempt to resolve differences or dissatisfactions in a collaborative and problem solving mode, as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement. **Upon mutual agreement, either party may bring an additional participant to the step one (1) meeting**

**Section 15.4: STEP TWO - FORMAL - IMMEDIATE SUPERVISOR**

15.4.1. If a satisfactory resolution of the problem is not reached through the informal discussion process, the grievant shall have the right to file a grievance with his/her supervisor or other appropriate district administrator. The grievance shall be filed within fifteen (15) workdays, from the date the grievant learned of, or reasonably should have known of, the act or omission giving rise to the grievance.

15.4.2. The grievance shall be filed on a form jointly developed by the District and the Association and made available by the Association or the ~~Human Resources Services~~ **Labor Relations** Division.

The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance including the name of any involved employee, date(s), time(s) and place(s) involved in the alleged grievance. It shall also specify the section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reason why the immediate supervisor's (or other district administrator's) proposed resolution, if any, is unacceptable.

15.4.3. Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the grievance. The meeting shall be conducted within ten (10) workdays from the date when the grievance is received by the administrator. The purpose of this meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance.

If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

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**Section 15.5: STEP THREE - FORMAL - DISTRICT LEVEL**

- 15.5.1. The grievant may appeal the decision rendered by the supervisor or other district administrator by filing the grievance form with the ~~Human Resources Services~~ **Labor Relations** Division or designee within ten (10) workdays after receiving the Step Two decision. Information copies shall be sent to the grievant's supervisor or other appropriate district administrator and the Association. Relevant information obtained during Step Two may be asserted.
- 15.5.2. The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- 15.5.3. A conference shall be scheduled **and conducted within twenty (20) workdays** by the appropriate administrator in the ~~Human Resources Services~~ **Labor Relations** Division or designee ~~within ten (10) workdays~~ after receipt of the grievance. All Parties may be represented at the conference.
- 15.5.4. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in ~~Human Resources Services~~ **Labor Relations** Division or designee shall render a proposed written decision, copies of which shall be sent to the grievant's immediate supervisor and the Association.

**Section 15.6: STEP FOUR - ARBITRATION**

- 15.6.1. If a grievance is not resolved at Step Three, the Association may request a hearing before an arbitrator. The request shall be filed in the ~~Human Resources Services~~ **Labor Relations** Division or designee within fifteen (15) workdays after the written decision of the division representative becomes effective.
- 15.6.2. Within five (5) workdays after receipt of a request for arbitration, the ~~Human Resources Services~~ **Labor Relations** Division or designee and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the ~~Human Resources Services~~ **Labor Relations** Division or designee shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. If no agreement is reached, the cost of any filing fees shall be split evenly between the Parties. The arbitrator shall be chosen by allowing each Party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the Party to strike first shall alternate between the Association and the District.

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15.6.3. The cost of arbitration shall be borne as follows:

15.6.3.1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.

15.6.3.2. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either Party may employ and compensate such a reporter.

15.6.4. Powers and limitations of the arbitrator shall be as follows:

15.6.4.1. The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render a binding decision within thirty (30) calendar days of the hearing or receipt of closing briefs (if any).

15.6.4.2. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.

15.6.4.3. The arbitrator shall determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.

15.6.4.4. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in briefs.

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15.6.4.5. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) workday period for filing a grievance specified in Step One of this grievance procedure. The arbitrator shall have no power to render an award in any grievance during any period of time in which the Association or its members (when encouraged, supported, or sanctioned in any way by the Association) are involved in unprotected concerted activities or a strike.

**Section 15.7: STEP FIVE - APPEAL**

The decision of the arbitrator is not appealable by either Party except as provided in this Section and, unless so appealed, shall be the full, complete and final resolution of the grievance and implemented in accordance with its terms.

Either the Association or the District may appeal the arbitrator's decision to a court of competent jurisdiction within twenty (20) workdays of such decision on either or both of the following grounds, which the Parties intend to include within their interpretation and understanding of Code of Civil Procedure Sections 1286.6 and 1286.4, respectively:

- 15.7.1. Where another remedy has been provided by law which leads to a different result than that reached by the arbitrator, and in which event shall be deemed that the arbitrator exceeded his/her powers under this Agreement.
- 15.7.2. Where the arbitrator's decision is contrary to any of the provisions of Section 15.6.4, it shall be deemed to be arbitrator misconduct and/or that the arbitrator has exceeded his/her powers under this Agreement.
- 15.7.3. In addition to Sections 15.7.1 and 15.7.2, any award made by an arbitrator may be corrected or enforced pursuant to Code of Civil Procedure Section 1285 et seq., except that, where a shorter time is specified in this Agreement to commence a court proceeding than is given under the Code of Civil Procedure, the shorter time of this Agreement shall control.

Failure of either Party to commence a court action within the period indicated herein, shall constitute a waiver of the right to appeal and the decision of the arbitrator shall become final and non-appealable.

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**Section 15.8: GENERAL PROVISIONS**

- 15.8.1. No party may be required to discuss any grievance if his/her representative is not present.
- 15.8.2. Unless otherwise provided, the time allowance set forth in this grievance procedure may be extended by mutual written agreement of the unit member or the association representative and the appropriate representative of the District.
- 15.8.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- 15.8.4. If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.
- 15.8.5. By mutual agreement of the Association and the ~~Human Resources Services~~ **Labor Relations** Division, or designee grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step Three.
- 15.8.6. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 15.8.7. Wherever under this grievance procedure documents are required to be served or filed on one party by another **and are personally delivered** they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered. **Grievance documents required to be served or filed on one party by another do not require a "Proof of Service" if sent by United States mail with first class postage properly affixed, transmitted electronically or by e-mail or facsimile** ~~or was deposited in the school mail and the date on which said action was taken. The date of United States postage stamp or date and time stamp of electronic transmittal shall serve as proof of document submission.~~

The Proof of Service shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Association or the Human Resource Services Division.

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15.8.8. If the representative of the grievant is a unit member, the District shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance.

15.8.9. Released Time Provisions:

15.8.9.1 During any arbitration hearing conducted under this Agreement, the District agrees to release without loss in compensation up to a single grievant and up to two (2) witnesses.

15.8.9.2. Unless mutually agreed otherwise, the Association will reimburse the District for the cost of visiting teachers for any additional ~~grievants~~ **grievant** or witnesses.

15.8.10. All documents generated under this procedure will be kept separately from the unit member's personnel file and in the ~~Human Resources Services~~ **Labor Relations** Division offices.

15.8.11. In any cases in which the Association did not have a representative present at Step Three of the grievance procedure, the District shall not implement a proposed resolution of a grievance until the Association has been sent a copy of the grievance and has been given five (5) workdays within which to file a response.

15.8.12. The provisions of this Article shall not apply to the provisions of a contract or plan document relating to the health and welfare benefits plans provided under Article 9. Such issues shall be resolved through the complaint resolution procedure which is a part of each plan.

**FOR SDEA**

Lindsay Burningham  
Lindsay Burningham  
Date: 6/5/14

Tim Hill  
Tim Hill  
Date: 6/5/14

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee  
Date: 6/5/2014

Jennifer Carbuccia  
Jennifer Carbuccia  
Date: 6/5/2014

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**ARTICLE 21: JOB SHARING**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on the June 5, 2014. Negotiations between the parties continue.

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In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.*

**Section 21.1: JOB SHARING ASSIGNMENTS**

A job sharing unit member is one (1) of two (2) unit members who share one (1) assignment.

Job share assignments should be limited in number to a maximum of one (1) percent of the full-time positions in the bargaining unit.

**Section 21.2: APPROVAL PROCESS**

21.2.1. Unit members interested in participation in the job sharing program must meet all of the following criteria:

21.2.1.1. Permanent status with the District.

21.2.1.2. Appropriate credentials for the proposed assignment.

21.2.1.3. Effective rating on all elements of the most recent evaluation.

21.2.2. Job sharing assignments shall be with the mutual consent of the site administrator and the unit members involved and shall be limited to a term of one (1) school year, with renewal by mutual agreement.

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21.2.3. A written plan for a job sharing assignment shall be presented to the site administrator for approval by May 1 of each school year and referred to the appropriate administrator(s) and then to the Human Resource Services Division for final approval. In extenuating circumstances, the May 1 deadline may be exceeded. (See also Appendix J.)

**Section 21.3: COMPENSATION AND FRINGE BENEFITS**

21.3.1. Job sharing unit members, including those job sharing unit members paired with a reduced workload unit member, shall be entitled to all appropriate provisions in the Agreement in the same proportion that their assignment bears to a full year's assignment.

21.3.2. Job sharing unit members shall be entitled to accumulate days of service from year to year, up to the equivalent of a minimum of one hundred and thirty-eight (138) days over a two (2) year period for service credit purposes. The one hundred and thirty-eight (138) days is seventy-five percent (75%) of a one hundred and eighty-four (184) day work year. ~~The required seventy five percent (75%) shall be adjusted for furloughed work years that are less than one hundred and eighty four (184) days.~~

21.3.3. The health and welfare benefits available to each job sharing unit member are determined by the actual time worked, but shall not exceed the cost of the equivalent of one (1) position's entitlement to health and welfare benefits.

**Section 21.4: JOB SHARING RESPONSIBILITIES**

21.4.1. Absences shall be covered by the job share partner (with payment at the daily visiting teacher rate) or by a district-provided visiting teacher. Trading of workdays by job share partners shall be at the discretion of the principal or designee. ~~(see also Appendix J)~~

21.4.2. All job sharing participants will attend all staff meetings, open houses, parent conferences, professional development ~~inservice training~~ and complete all other professional obligations at the discretion of the principal/designee or in accordance with the approved job share proposal.

**Section 21.5: RETURN TO FULL-TIME POSITION(S)**

In the event that one (1) job sharing unit member is unable to complete the assignment due to illness or other unforeseen circumstance, and in the further event that another qualified job sharing unit member is unavailable to assume the job share assignment, the District may

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terminate the job share assignment and return the remaining job share unit member to full-time service.

**Section 21.6: JOB SHARING LIST**

The Human Resource Services Division will maintain a list of unit members interested in a job sharing assignment. A copy of the job sharing list will be provided to a unit member upon request.

**Section 21.7 JOB SHARING PAIRING**

The provision of this article shall govern the conditions of employment for a job share unit member paired with a reduced workload unit member.

**Section 21.8: TERMINATION OF JOB SHARE**

~~The intent of this agreement is to outline the process for Job Shares as assigned in Article 21 and as a result of decisions for Arbitration 02-1409. The parties also intend to clarify the impacts of Article 21 on Job Shares that are not renewed for the following school year.~~

~~Arbitration 02-1409: "Any changes in these procedures (Jo Share) must be the basis of discussion during agreement/contract negotiation in 2005." Benjamin L. Israel.~~

~~District cannot put limitations on the site principal's and the unit member's ability to enter into a Job Share agreement (Eg. Instructional Leader limiting number of Job Shares or denying 80%/20% split assignments).~~

~~Each Job Share application must be judged and approved on its own merits by the principal/supervisor.~~

~~Article 21 Job Share These are the possible contractual requirements when a Job Share assignment does not follow into the next school year.~~

21.8.1 When both job share members were members of the site staff prior to the job share agreement the following process will be used when the need to reduce staff at the site exists.

21.8.1.1 The provisions of Article 12.7.3. Reduction to Staff. and 12.7.4. Indispensable

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Services, will apply. This means: if sufficient positions at the site are available, no one is in excess. If sufficient positions are not available, the member of the total staff to be in excess is determined by the cited contract sections.

**21.8.2** When one Job Share member transfers to a site specifically to participate in the Job Share assignment, the following process will be used when a Job Share agreement does not continue into the following year.

**21.8.2.1** Unless agreements stipulated between the unit members in the Job Share agreement, the unit member with the greater seniority will have rights to the position.

**21.8.2.2** The unit member who is required to leave the site may, with mutual agreement of the site/department supervisor or principal, be placed in another appropriate vacancy he/she is credentialed for deemed to be qualified for by Human Resource Service Division at the site/cost center (after confirmation of appropriate certification by the Human Resources Services Division). ~~Absence~~ Absent mutual agreement, the unit member may participate in the Post and Bid process without priority consideration. If this does not result in an assignment, the unit member will be assigned by the ~~appropriate division~~ Human Resource Service Division.

21.8.3 It is also understood that unit members serving in a Job Share assignments, who were previously at the site, with a Reduced Workload unit member, will have rights listed in ~~#1~~ number one (1) above.


21.8.4 Unit members serving in Job Share assignments, who came from a different site, sharing with a Reduced Workload unit member will be afforded all rights in ~~#2~~ number two (2). Above, with the exception of the Reduced Workload unit member will have rights to the position.

21.8.5 All unit members serving in a Job Share assignment with Reduced Workload partner will be afforded all rights in Article 21.

**FOR SDEA**

  
Lindsay Burningham

**FOR THE DISTRICT**

  
Mark Bresee

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Date: June 5, 2014

Tim Hill

Tim Hill

Date: June 5, 2014

Date: 6/5/2014

Jennifer Carbuccia

Jennifer Carbuccia

Date: June 5/2014

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**ARTICLE 24: EDUCATION REFORM AND SHARED DECISION-MAKING**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 16, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.*

**ARTICLE 24. EDUCATION REFORM AND SHARED DECISIONMAKING**

**Section 24.1: STATEMENT OF INTENT**

The District and the Association agree to cooperatively engage in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees.

**Section 24.2: EDUCATION REFORM**

Education reform and shared decision-making may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

- 24.2.1. Involving school staff members in decision-making at sites.
- 24.2.2. Devising new systems of school site accountability.
- 24.2.3. Organizing and staffing schools in new ways.
- 24.2.4. Altering schedules and learning activities to accommodate different levels of student learning.
- 24.2.5. Involving school staff members in budget development.

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- 24.2.6. Encouraging greater interaction between staff members through such activities as peer group coaching, team performance reviews, observation schedules, sharing of teaching techniques and strategies.

**Section 24.3: CONTRACT WAIVERS**

Recognizing that education reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.


- 24.3.1. The District and the Association recognize the need for flexibility in education reform and will, where appropriate, consider waiving or modifying any contract provisions. Contract waivers must be submitted on or before the 15<sup>th</sup> of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.
- 24.3.2. Education reform proposals which require such waivers or modifications shall be referred to the Contract Administration Committee for review.
- 24.3.3. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the Parties. Each Party will determine its own procedures for ratifying any written agreements which modify existing contract provisions. Contract waivers must be submitted to the Association on or before the 15<sup>th</sup> of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.

**Section 24.4: SHARED DECISION-MAKING**

The District and the Association share a fundamental and profound commitment to providing the highest quality education possible to the students of our district. To this end, the Parties believe that the quality of decision-making is best when the process is closest to and includes all stakeholders on site governance teams, which should include parents, community representatives, administrators, certificated staff members, classified staff members, and when appropriate, students. The stakeholders in each school community have the best information to design and implement effective strategies for the continuous improvement of student achievement. It is fully recognized that through their collaborative vision and efforts, students benefit academically, socially and emotionally. Shared decision-making is the process which bring these stakeholders together to share the responsibility for needed changes in the instructional program and the corresponding accountability for results of their decisions. There is no

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one best way to organize a school, a classroom or an educational program. Shared decision-making enriches the instructional program by bringing together a variety of perspectives in the quest to improve student achievement. To this end, school sites shall adhere to the following:

- 24.4.1. Unless otherwise restricted by law, district policy or procedure, contracts, or agreements with other employee groups, the scope of authority of a governance team shall include improvement of the instructional program as its main focus and shall be set forth in the site governance document.
- 24.4.2. Each school site shall have a written governance document which includes provisions which define the makeup of the governance team, the scope of authority, the decision-making process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 24.4.3. Conflicts or differences of interpretation which may arise regarding implementation of shared decision-making processes at the site may be submitted by a unit member(s) to the Contract Administration Committee for resolution.
- 24.4.4. The governance team, when appropriate and except as limited by Article 8, may use staff development days, modified days, and other non-student attendance time to conduct reform activities. Site budgets, when not restricted by categorical restraints, may be used to support governance team activities.
- 24.4.5. The association representative or designee shall be a voting member of the Site Governance Team, unless waived by a secret ballot vote of two-thirds (2/3) of the unit members at a site.
- 24.4.6. The Contract Administration Committee will facilitate the development and implementation of training for governance team members.

**Section 24.5: SITE DECISIONS REGARDING STAFFING**

- 24.5.1. Whenever a site governance team contemplates the elimination of an existing bargaining unit position, the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.
- 24.5.2. Sites contemplating the elimination of an existing bargaining unit position must complete the decision-making process during the school year preceding the year when such decision is

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proposed to become effective. The decision must be made no later than ~~February 1 for non-categorically funded positions and for categorically funded positions as close to February 1 as is reasonably possible~~ the submittal deadline for site budgets, but within five (5) workdays before the opening of the May Post and Bid.

- 24.5.3. Decisions covered by this Section shall be submitted to the Contract Administration Committee to seek a waiver of appropriate district procedures and/or contract provisions which govern the staffing levels of such positions.

**Section 24.6: PILOT SCHOOLS**

In order to advance the Parties' mutual intent as expressed in Section 24.1., the Association and the District agree to engage in the following joint reform effort. The Parties shall cooperatively establish pilot schools or K-12 clusters of schools for the purpose of enhancing student achievement. Pilot schools shall be selected through a Request for Proposal (RFP) process to be developed by the Contract Administration Committee in accordance with the following criteria:

- 24.6.1. Any school site or independent group of certificated unit members may submit a proposal provided that the proposal receives the support of at least two-thirds (2/3) of the certificated unit members on the existing staff of the school site or cluster at which the pilot is proposed, by secret ballot vote, as well as evidence of the support of parents and classified staff at the site or cluster.
- 24.6.2. At a minimum, pilot school proposals shall address the focus, design and goals of the instructional program; the standards against which the school's progress will be measured; the staff development necessary to improve instructional practices; the manner in which the school shall be organized and governed; the SDEA contract and district policies/procedures from which the school requests to be exempted and the reasons therefore.
- 24.6.3. Pilot schools shall remain subject to all local, state and federal laws governing school districts and to those portions of the SDEA contract and district policies and procedures established in compliance with such laws. Pilot schools shall also remain subject to the District's Employment Regulations For The Classified Service and the provisions of existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.

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24.6.4. The Contract Administration Committee shall develop criteria for evaluating proposals, timelines and any necessary additional requirements and procedures relating to this Section and shall be responsible for establishing a process for monitoring and evaluating the pilot schools.

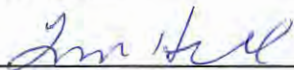
24.6.5. Those pilot school proposals recommended for implementation by the Contract Administration Committee shall be subject to the formal approval of the Association and the Board of Education.

24.6.6. Pilot schools shall require approval on a year-to-year basis by mutual agreement of the Parties.

**Section 24.7: STANDARDS, CURRICULUM, STAFF DEVELOPMENT, AND STUDENT ASSESSMENT**

The Parties agree to develop a collaborative approach to achieve the alignment of standards, curriculum, staff development and student assessment, and address the impact of multiple initiatives on the school site. The Contract Administration Committee shall develop a process and/or appoint a committee for this purpose, including all stakeholders, and shall monitor its progress on an ongoing basis.

**FOR SDEA**

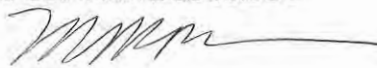
  
\_\_\_\_\_  
Tim Hill

Date: 3/16/15


  
\_\_\_\_\_  
Ron Reese

Date: Mar 16, 2015

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Mark Bresee

Date: 3/16/2015

  
\_\_\_\_\_  
Jennifer Carbuccia

Date: 3/16/15

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**ARTICLE 29: SPECIAL EDUCATION**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 9, 2015, and have reached a revised tentative agreement on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*

**ARTICLE 29. SPECIAL EDUCATION**

**Section 29.1: SPECIAL EDUCATION CASELOADS**

The District and the Association recognize that several variables impact the workload of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below, the workloads will be balanced based on the criteria set forth below.

29.1.1. Definitions

29.1.1.1. “Caseload” refers to the number of students with IEP’s for whom the special education teacher is assigned, and each student is counted as “one” no matter the needs or severity.

29.1.1.2. “Education Specialist” is equivalent to and has the same meaning as “special education teacher”.

29.1.1.3 “Workload” refers to all of the responsibilities required of the special education teacher and is based on the severity of the student needs.

29.1.1.4 “Resource Specialist” is a special education teacher who provides instruction and services to students who are assigned to a regular classroom teacher for more than fifty percent (50%) of their school day and whose needs have been identified in an individualized education plan.

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29.1.1.5 "eCo-teaching", or having two teachers in the classroom, is used in the District to provide an inclusive setting for ~~special education~~ students with IEPs while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support.

29.1.2. Caseloads

The District will attempt to maintain caseloads or class sizes as set forth below:

29.1.2.1. Caseloads for Special Educators

- 29.1.2.1.1. Education Specialist: Mild/Moderate: 20
- 29.1.2.1.2. Education Specialist: Moderate/Severe: 12
- 29.1.2.1.3. Resource Specialist: ~~24~~8
- 29.1.2.1.4. Deaf and Hard of Hearing (DHH/Deaf Education): 10
- 29.1.2.1.5. Speech Language Pathologists (SLP), Elementary level: 55 (inclusive of a maximum of five [5] speech improvement students and five [5] RTI cases)
- 29.1.2.1.6. Speech and Language Pathologists (SLP), Secondary level: 55 IEPs
- 29.1.2.1.7. Speech and Language Pathologists (SLP), Early Childhood: 40 (inclusive of a maximum of five [5] speech improvement students and five [5] RTI cases).
- 29.1.2.1.8. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally to reflect the above.
- 29.1.2.1.9. The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool.

29.1.2.2. Class Size for Separate Setting Classes

The District will attempt to maintain separate class instruction settings at twelve (12) students.

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29.1.2.3. Other special education positions such as psychologists, teachers of adaptive physical education, and teachers of physically handicapped students, will be monitored by Committee set forth in Section 29.2. Such unit members having concerns about workload may refer them to the Committee.

~~29.1.2.4. Nothing in this Article shall be construed as allowing for or encouraging an increase in District side average caseloads or class sizes. It is the intent of the parties that special education staffing allocations for the 2010-2011 school year be consistent with the allocations in the 2009-2010 school year. It is the further intent of the parties that amendments to this Article negotiated between May and July 2010 will not result in an increase in District expenditures.~~

29.1.3. Equitable Distribution of Workload

29.1.3.1. Caseloads shall be equitably distributed at each school site not by equal caseload numbers, but based on the application of the Elements of Special Education Workload identified and defined in this Section.

29.1.3.2. Elements of Special Education Workload

The District and the Association agree on the following as the Elements to be applied when equitably distributing workloads at each school site, and that these Elements are to be included in the Workload model developed by the parties pursuant to this Section, noting that such assignments shall conform to the caseload totals identified in this Article.

29.1.3.2.1. Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, modification/adaptation of curriculum, and planning with related service staff.

29.1.3.2.2. Assessments and Reassessments – Includes initial assessments, interim assessments, three year reviews, and other special education assessments as needed.

29.1.3.2.3. IEP Management Responsibilities – Includes program development, coordination of services, parent communication related to the IEP, annual review, progress monitoring and reporting, behavioral assessments, manifestation determinations, and behavior plans.

29.1.3.2.4. Preparation Time – Includes time within instructional day to prepare instruction.

29.1.3.2.5. Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides, and other paraprofessionals.

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29.1.3.2.6. Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.

~~29.1.3.3. During the 2010-2011 school year, the parties agree to the establishment of a Joint Committee to meet at least monthly to research, compile data, and negotiate a Workload Model to be incorporated into Article 29 that: 1) further defines and clarifies the definition and scope of the Elements of Special Education Workload; 2) develops a methodology for applying those criteria to assist in meeting the contractual requirements of equitably distribution workloads at each school site; and 3) includes within the scope of its work the development of more clearly defined caseload numbers or ranges to be included in the Workload Model, including a modification of the provisions of Section 29.1.2 if deemed necessary by the parties. (See Appendix Q.) The Joint Committee will consist of up to eight (8) members for each party, including subject matter experts and guest experts to address specific issues related to the Committee's work. The Joint Committee will ensure the model applies to case managers and service providers. During these meetings the Committee shall also review data to monitor the provisions and intent described in Section 29.1.2.4.~~

~~29.1.3.4. The Joint Committee shall begin meeting no later than November 1, 2010. In the event the Joint Committee is unable to agree on Workload Model by April 30, 2011, the parties agree to request the appointment of a mediator through the California State Mediation and Reconciliation Service (CSMCS), and to engage in good faith mediation to resolve any disagreements. If the mediator is unable to effect settlement, and believes that further efforts at a mediated resolution would be futile, at the request of either or both parties the mediator may certify the matter to arbitration. In the event this occurs, the parties agree to submit the matter to binding arbitration in accordance with the dispute resolution provisions and process contained in the June 2009 MOU regarding the Development of a Special Education Workload Model, and the June 20, 2010, MOU regarding the Dispute Resolution Panel process. (See Appendix Q.)~~

~~29.1.3.5-29.1.3.3.~~ Workloads shall be equitable at school/work sites. The requirement that workloads be equitably distributed at work/school sites, based on application of the Elements of Special Education Workload in Section 29.1.3.2 shall ~~apply beginning with the 2011-2012 school year. The Workload Model developed by the Joint Committee developed pursuant to Sections 29.1.3.3.~~

~~29.1.3.6-29.1.3.4.~~ The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, she/he may meet together with the administrator to discuss the situation and collaboratively resolve the concern. In such cases, the workload formula form in

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Appendix Q shall be completed by the teachers at the school/work site and shall be used as a basis for determining the most equitable workload distribution at that site.

~~29.1.3.7~~29.1.3.5. In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 29.1.3.~~64~~ above, then the concern may be presented for resolution to the Workload Committee.

29.1.4. General Provisions of Services

No special education teacher shall be required to substitute for a general education co-teacher, unless authorized by existing provisions of this Agreement.

29.1.5. IEP Meetings

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the eight (8)-hour workday referenced in Section 8.5, and that no more than three (3) meetings per month extend beyond the six (6) hour and thirty-five (35) minutes on-site workday referenced in Section 8.5.1. After securing prior approval from the unit member's supervisor to schedule the meeting beyond the eight (8)-hour workday, unit members shall be compensated at their pro-rata rate for any required IEP meetings that take place beyond the eight (8)-hour work day.

**Section 29.2: WORKLOAD COMMITTEE**

Special education workloads referenced in this Article, shall be monitored by the Joint Workload Committee in accordance with Section 29.3. The Committee shall be comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District.

The Committee shall meet on a monthly basis throughout the school year, with a schedule of meetings mutually determined for the subsequent school year by the final meeting of the preceding school year. Meeting locations and meeting chair responsibilities shall rotate between the District and SDEA.

**Section 29.3: WORKLOAD PROBLEM RESOLUTION**

If it is determined by the Committee in Section 29.2. that concerns exist relative to workloads as described in this Article, the Committee shall explore all possible solutions.

**Section 29.4: ~~SPECIAL EDUCATION EARLY CHILDHOOD PRESCHOOL EARLY CHILDHOOD~~  
SPECIAL EDUCATION PROGRAM (SEEC)ECSE**

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Teachers in the program will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. When the seventeenth (17) student is identified, a conference between the teacher, an association representative if requested, and the ~~SEEC-ECSE~~ administrator will occur. Consideration will be given to ~~aide-paraprofessional~~ hours, composition of class and facilities and the outcome will be mutually agreed upon. Some classes will reach their maximum numbers before others due to geographic location, but caseloads will be equalized as the year progresses.

**Section 29.5: LOW INCIDENCE PROGRAMS**

Caseloads for low incidence itinerant programs including Visually ~~Handicapped-Impaired~~ (VIH), Physically Handicapped (PH), Medically Physically Challenged (MPC) and Deaf and Hard of Hearing (DHH) shall consider the number of direct service hours per month, number of consultation hours per month, number of indirect hours per month (professional, parent, other agency contacts, recordkeeping, training paraprofessionals) and travel time.

**Section 29.6: CONFORMANCE WITH EDUCATION CODE**

In the event that provisions of this Article are modified by changes in the Education Code, it is agreed that the Workload Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.

**Section 29.7: IMPACT OF SPECIAL EDUCATION POPULATIONS ON SUPPORTING STUDENTS WITH IEPs IN THE GENERAL EDUCATION CLASSROOMS**

29.7.1. ~~It is the intent of~~ The District ~~to will~~ notify the affected unit member(s) prior to assigning students with ~~special-needs~~ IEPs into the regular classroom and provide the unit member(s) with a copy of the student's IEP.

29.7.2. The District and the Association support successful placement of ~~special-education~~ students with IEPs in general education classrooms and recognize the impact on the workload of classroom teachers. The principal should assign students in such a way as to minimize the impact and equalize student load.

29.7.2.1 Whenever the ratio of students with IEPs in a general education classroom exceeds 20% of the overall class size, the site administration will meet with the general education teacher, within ten (10) workdays of the request for such a meeting, to develop a class support plan. Such supports may include, but not be limited to, smaller class size, redistribution of site Special Education staff, additional prep time, and/or the elimination of non-teaching duties or obligations. When site resources are available, these supports must be provided.

29.7.3. The District ~~and the Association will work together to plan shall provide, and the unit members shall have an opportunity to participate in,~~ appropriate in-service learning opportunities for general education unit

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members assigned to work with ~~special education~~ students with IEPs. Training will be customized for teachers and other unit members based on the following factors: grade level and subject matter taught, service delivery models, and students' areas of disabilities. Appropriate release time shall be provided for the unit members who participate in the special education training referred to in this section. Training that takes place outside of the unit member's regular contract service (the basic 8-hour day and/or 40-hour week) shall be compensated at the workshop rate.

29.7.4 A thorough study of the Special Education Program, its delivery of services, and the utilization of special education staff shall be conducted by April 30, 2016. Study topics will include an assessment of student and staff supports needed, the utilization of Special Education staff, and the availability of a full continuum of services. The study will include input from a balance of stakeholder groups, including but not limited to special education teachers, related services staff, general education teachers, administrators, and parents. Any recommendations from the study shall be considered to improve overall Special Education service delivery, and recommendations within the scope of bargaining shall be referred to the Association and the District for future negotiations. The study shall be conducted by a mutually agreed-upon third party.

**Section 29.8: ADEQUATE SPACE**



It is important that all unit members who teach students with IEPs in a separate setting, other than in general education classrooms, such as in the Resource Specialist Program (RSP), either mild/moderate or moderate/severe, or in Integrated Life Skills (ILS), Deaf and Hard of Hearing (DHH), or Learning Handicapped (LH) day classes and/or related services staff have adequate and appropriate classroom space. The District ~~is strongly encouraged to shall~~ provide such unit members with adequate classroom or workspace and all appropriate equipment. The District should work with sites which have limited space availability to explore the possibility of locating an alternative facility on site.

**Section 29.9: ITINERANT STAFFING**

The District and the Association recognize the contribution of itinerant staff assigned to the Adaptive Physical Education, Visually Impaired, and Physically Handicapped programs and of school psychologists assigned to work with special education pupils. As the student population increases, the District will make every effort to minimize the workload impact. The Special Education Division will work with itinerant staff to minimize the impact and equalize workloads. The District will not reduce the following full-time equivalents (FTE's) ~~without consultation with the Association below:~~

	<u>Program</u>	<u>FTE's</u>
29.9.1.	Adaptive Physical Education	32.5

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29.9.2.	Visually Impaired	11.5
29.9.3.	Physically Handicapped	8.0
29.9.4.	School Psychologists	65.0

~~Consultation as used in this Section is the same as defined in Article 13.1.~~

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5/5/15

Lindsay Burningham  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/5/15

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**ARTICLE 32 – VISITING TEACHERS**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 10, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.*

**Section 32.1: DEFINITIONS**

A "Visiting Teacher" is a credentialed unit member employed to work in the absence of a regular contract unit member.

**Section 32.2: WAGES**

32.2.1. The salary rates for both short-term and long-term visiting teacher assignments shall be set forth in Appendix D and shall be increased by the same percentage as applied to the regular teacher salary schedule.

~~32.2.1.1. — During the 2010-2011 and 2011-2012 fiscal years, the visiting teacher salary rates shall not be reduced as a result of the implementation of Article 35: Furlough Days or the salary reductions described in Section 7.1, and shall continue at the visiting teacher salary rates in effect during the 2009-2010 fiscal year.~~

~~32.2.1.2. — During the 2012-2013 fiscal year, the visiting teacher salary rates shall increase at the same percentages that apply to all other regular teacher salary rates as described in Section 7.1.~~

32.2.2. A long-term visiting teacher in an assignment at a year-round school which continues after June 30 will be compensated at the long-term rate of pay through the end of the assignment.

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- 32.2.3. A visiting teacher serving at sixth grade camp for the entire week will be compensated at a special daily rate of pay equal to twenty percent (20%) higher than his/her applicable daily rate of pay.
- 32.2.4. A long-term visiting teacher who is requested to return to the same assignment after an absence of five (5) workdays or less shall continue to be compensated at the long-term visiting teacher rate of pay providing the absence was due to one of the following reasons: observance of up to three (3) days per school year for a religious holiday of the visiting teacher's faith, personal illness or injury, serious illness or death of an immediate family member as defined in Section 10.16 of this Agreement, accident, birth or adoption of a child, appearance in court as a litigant or a witness, or unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) which precludes the visiting teacher from reporting to duty.

**Section 32.3: HOURS**


- 32.3.1. Unless otherwise specified at the time a visiting teacher accepts an assignment, the hours of employment for a visiting teacher shall be the same as for the unit member he/she is replacing, except that a visiting teacher assigned to replace a partial-contract teacher or to replace a full-time teacher who is absent for only part of the workday may be required to render and shall be compensated for a full day's service.
- 32.3.2. As available, a qualified substitute shall be provided in the long-term absence of a non-classroom unit member, except district/in-school resource teacher absences which will be considered on a case-by-case basis. The District shall make efforts to maintain a pool of appropriately licensed and credentialed substitutes for such assignments.

**Section 32.4: ASSIGNMENT**

32.4.1. General.

- 32.4.1.1. Each visiting teacher shall have the opportunity to designate categories of assignment they are willing to accept. This includes geographic areas, level and subject. In addition, the visiting teacher may designate days of availability.

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32.4.1.2. Each visiting teacher shall be provided with appropriate employment information which shall include an employee orientation, handbook, and other pertinent information necessary for job performance.

32.4.1.3. A visiting teacher with a district confirmed job number shall be given the assignment and paid for the time worked. If the confirmed job number was given in error, an alternative assignment will be made.

32.4.2. Site Support.

32.4.2.1. Upon reporting to a school site, visiting teachers shall be provided with access to copies of the school site discipline procedures and relevant site emergency procedures.

32.4.2.2. Each site shall provide the visiting teacher with specific assignment information including, but not limited to, lesson plans, seating charts, bell schedules, school maps, classroom discipline plans, staff roster of key personnel, attendance procedures, and other appropriate information.

32.4.2.3. Visiting teachers shall have reasonable access to site support services, such as copiers and supplies, relating to their assignment.

32.4.3. Assignment Procedures.



32.4.3.1. Visiting teachers shall be assigned based on the following priorities:

- a. The visiting teacher is qualified by credential, skills or experience, and
- b. The visiting teacher has been requested by a specific unit member, or
- c. The visiting teacher has been requested by a site for a specific assignment or has been placed on a site's priority list.

Assignments which remain open after the above shall be randomly assigned.

32.4.3.2. In an emergency situation, a visiting teacher may be reassigned within the site as mutually agreed by the visiting teacher and the administrator.

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**Section 32.5: EVALUATION**

32.5.1. Day-to-day Assignments: A day-to-day evaluation may be completed for an assignment of fifteen (15) days or less in the same position.

32.5.2. Long-Term Assignments: A long-term evaluation shall be completed for an assignment of fifteen (15) days or more in the same position.

32.5.3. The site administrator is responsible for the evaluation process. Unit members shall not evaluate the performance of visiting teachers.

32.5.4. Visiting teachers may be evaluated on a basis of Superior, Effective or Unsatisfactory.

32.5.5. If an evaluation is not submitted, it is assumed performance is effective.

32.5.6. Elements of Evaluation.

32.5.6.1. The competency of classroom visiting teachers will be evaluated and assessed as such competency reasonably relates to:

32.5.6.1.1 Adherence to the regular classroom teacher's lesson plans.

32.5.6.1.2 Progress of pupils towards established standards (Long-Term Assignments).

32.5.6.1.3 Instructional techniques and strategies.

32.5.6.1.4 Adherence to curricular objectives.

32.5.6.1.5 Establishment and maintenance of a suitable learning environment within the scope of the visiting teacher's responsibilities.

32.5.6.1.6 Performance of non-instructional duties and responsibilities including supervisory and advisory duties.

32.5.6.2. The competency of non-classroom visiting teachers will be evaluated as such competency reasonably relates to:

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32.5.6.2.1 Provision of specialized support/services to pupils and other unit members.

32.5.6.2.2 Provision of services/resources to school sites to support school, division and district objectives.

32.5.6.2.3 Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.

32.5.6.2.4 Applicable classroom visiting teacher elements of evaluation.

**32.5.7. Procedures for Day-to-day Assignment Evaluations.**

32.5.7.1. Visiting teachers on day-to-day assignments shall be evaluated using the Day-to-Day Evaluation Form. An alternate abbreviated form shall be developed by the Parties to be used for principal-initiated feedback.

32.5.7.2. Day-to-Day Evaluation Forms will be made available at each site.

32.5.7.3. If the evaluation is superior or unsatisfactory, a copy shall be provided to the visiting teacher within a reasonable period of time and the original shall be filed with the Human Resource Services Division.

32.5.7.3.1 If the performance of a visiting teacher is deemed unsatisfactory, an evaluation report shall be submitted within ten (10) school days of the completion of the visiting teacher's assignment, and, if reasonably possible, a conference shall be held by the evaluator (by telephone or in person) within the same time period to apprise the visiting teacher of the performance deficiency. No evaluation shall be based on statements that cannot be investigated and verified.

**32.5.8. Procedures for Long-Term Evaluations.**

32.5.8.1. Visiting teacher assignments of fifteen (15) days or more in the same position shall be evaluated using the Long-Term Evaluation Form.

32.5.8.2. Long-term Evaluation Forms shall be made available at each site.

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32.5.8.3. The evaluation shall be based on observation by the evaluator.

32.5.8.4. If the evaluation is superior or effective, a copy of the evaluation shall be provided to the visiting teacher within a reasonable period of time, and the original shall be filed with the Human Resource Services Division.

32.5.8.5. If the performance of a visiting teacher is deemed unsatisfactory, an evaluation report shall be submitted within fifteen (15) school calendar days, and if reasonably possible, a conference shall be held by the evaluator with the visiting teacher within the same period of time to apprise the visiting teacher of the performance deficiency.

32.5.9. Appeals - Day-to-day and Long-Term Evaluations.

Visiting teachers receiving an unsatisfactory rating may appeal the evaluation. Visiting teachers may:

32.5.9.1. Submit a written rebuttal to the Human Resource Services Division for attachment as a permanent part of the evaluation.

32.5.9.2. Submit a copy of the written rebuttal of the evaluation directly to evaluating administrator or supervisor.

32.5.9.3. Contact the evaluating administrator to request a conference to discuss the evaluation or for reconsideration of rating.


32.5.9.4. If a resolution is not reached between site administrator/supervisor and the visiting teacher, the visiting teacher may appeal to the chief human resources officer, Human Resource Services Division.

32.5.10. Grievability of Evaluation.

The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

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**Section 32.6: ACCESS TO POST AND BID AND INTERVIEWS FOR CONTRACT POSITIONS**

32.6.1. As vacant positions not filled by contract unit members become available, leave replacement unit members and visiting teachers, except those officially retired under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), shall be provided the opportunity to interview, along with all other qualified candidates, based upon the following:

- 32.6.1.1. Appropriate credential
- 32.6.1.2. Effective performance evaluations
- 32.6.1.3. Satisfaction of district affirmative action goals and objectives

In the event that more than five (5) leave replacement unit members and visiting teachers qualify for an interview under this provision, the District's obligation to interview shall be limited to the five (5) applicants with the greatest number of days of district experience.

32.6.2. During the ~~February and July~~ posting periods, leave replacement unit members and visiting teachers may submit ~~a maximum of eight (8)~~ bids for posted positions ~~in each posting period~~. In the event that no contract unit member bids for a position for which a leave replacement unit member or visiting teacher has submitted a bid, the leave replacement unit member or visiting teacher shall be entitled to an interview. Incomplete or illegible bids will not be processed. This Section shall not impact the rights of excessed unit members, the reemployment rights of temporary contract unit members, or the district's right to employ interns under the terms of this Agreement.

**Section 32.7: VISITING TEACHER JOINT COMMITTEE**

The Parties agree to the establishment of a Joint Visiting Teacher Committee to be composed of an equal number of unit members appointed by the Association and representatives appointed by the District. This committee shall:

32.7.1. Establish its own meeting schedule.

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- 32.7.2. Review and make appropriate changes in the orientation program and handbook for visiting teachers.
- 32.7.3. Meet and make recommendations for changes in the SAMS computer system for visiting teachers, including how the system can be effectively integrated with site/departmental payroll authorization.
- 32.7.4. Address other issues as needed and appropriate.

**Section 32.8: SICK LEAVE**

A visiting teacher shall earn sick leave for substitute service completed in each school year in accordance with the following schedule:

<u>Days of Substitute Service Completed</u>	<u>Days of Full Pay Sick Leave Earned</u>
30	1
60	2
90	3
120	4

Days worked in two (2) or more school years shall not be combined in order to earn sick leave. All earned sick leave shall be credited to the visiting teacher's full pay sick leave balance and shall be available for use effective on his/her first day of contracted service with the District.

Long Term Visiting Teachers shall be able to utilize accumulated sick leave while serving as a Long Term Visiting Teacher.

The parties acknowledge and agree that effective July 1, 2015 Visiting Teachers are entitled to paid sick leave in accordance with the provisions of the Healthy Workplaces, Healthy Families Act of 2014 (Article 1.5 (commencing with Section 245) of Chapter 1, Part 1, Division 2 of the California Labor Code).

**Section 32.9: APPLICATION OF CONTRACT PROVISIONS**

The following articles of this Agreement do not apply to visiting teachers:

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial   *D*  

District Initial   *MB*



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Article 3	Definitions, Sections 3.1.5., 3.1.15., 3.1.16., and 3.1.17.
Article 8	Hours, Section 8.1.
Article 10	Leaves of Absence
Article 12	Transfer Policies
Article 14	Evaluation - Sections 14.2., 14.3., 14.4., 14.5., 14.6., 14.7., 14.8., 14.9.
Article 17	Summer School, Sections 17.1., 17.3., 17.5., and 17.6.
Article 18	Peer Review and Enrichment Program (PREP)
Article 19	Layoff and Reemployment
Article 21	Job Sharing
Article 23	Year-round Schools, Sections 23.2. and 23.4.
Article 26	Intern Program, except Section 26.7.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 3/10/15

R. Reese  
Ron Reese

Date: Mar 10, 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 3/10/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 3/10/15

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

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**ARTICLE 34 (FURLOUGH DAYS)**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on the May 29, 2014. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**Section 34.1: FURLOUGH DAYS**

~~34.1.1. The 2010-2011 contract year shall include five (5) certificated furlough days to be mutually determined by the parties on or before March 12, 2010. The furlough days shall be student contract days.~~

~~34.1.2. The 2011-2012 contract year shall include five (5) certificated furlough days to be mutually determined by the parties on or before January 8, 2011. The furlough days shall be student contract days.~~

~~34.1.3. To implement Sections 34.1.1 and 34.1.2, bargaining unit member work years will be reduced accordingly, if furloughs are in effect, to ensure that employees receive a complete year of service credit for 2010-2011 and 2011-2012. Additionally, before this agreement is ratified for the 2010-2011 contract year and on or before January 8, 2011, for the 2011-2012 contract year, the parties agree to cooperate to ensure that the annual reduction in instructional minutes complies with the requirements of the legislation authorizing the reduction—i.e. that the reduction in instructional minutes does not exceed the proportional reduction in the work year.~~

~~34.1.4. For the 2012-2013 contract year the full one hundred and eighty-four (184) day contract year in Section 8.1.1 shall be restored (or the contractual work year of a current bargaining unit position).~~

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- ~~34.1.5. The percentage of salary reduced shall be equal to .54% of each employee's salary for each furlough day that occurs for bargaining unit members working a one-hundred and eighty-four (184) day contract year. Bargaining unit members who work different contract years shall be reduced by a percentage representing a five (5) day reduction to their work year.~~
- ~~34.1.6. If the District receives additional local, state, or federal revenue for fiscal years 2010-2011 and/or 2011-2012, resulting in net general fund revenue in excess of that which is expected and/or budgeted by February 24, 2010, then fifty percent (50%) of such revenue that is not specifically restricted by law from being used for certificated salaries shall be directed toward restoring furlough days until all furlough days are restored. Any portion of these revenues that are not ongoing will be used to restore furlough days only in the fiscal year the funds are received.~~
- ~~34.1.7. Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of application of the language in Section 34.1.6, nor shall there be an increase to the number of furlough days in Sections 34.1.1 and 34.1.2 as a result of the application of the above language.~~

**Section 34.2: RESTORATION OF FURLOUGH DAYS**

- ~~34.2.1. Effective July 1, 2010, for each .54% increase to the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) for 2010-2011 as compared to 2009-2010, a furlough day will be restored with the corresponding salary increase for the 2010-2011 year until all five (5) furlough days are restored. Increases to the BRL/ADA shall include all increases to the District's funded BRL/ADA including cost of living adjustments, deficit reduction, equalization aid, and/or any other permanent on going increase to the District's funded BRL/ADA.~~
- ~~34.2.2. If the increase to the funded BRL/ADA is not enough to restore a complete furlough day, or the percent increase to the BRL/ADA is greater than that necessary to restore all five (5) furlough days, then the remaining percentage increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage effective on July 1, 2010.~~
- ~~34.2.3. For the purposes of this section, "funded" BRL/ADA is defined as the statutory BRL/ADA multiplied by the deficit factor.~~

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34.2.4. Example:

~~Current year funded BRL/ADA = \$5,300~~  
~~Prior year funded BRL/ADA = \$5,200~~  
~~Percent increase in BRL/ADA = 1.92%~~  
~~(\$5,300 - \$5,200 / \$5,200 = 1.92%)~~

34.2.5. ~~The restoration of furlough days in Sections 34.2.1, 34.2.2, 34.2.3, and 34.2.4 shall apply for the 2011-2012 contract year as well by advancing the comparison years in Sections 34.2.1 and 34.2.2 by one (1) year each.~~


34.2.6. ~~Under no circumstances shall the current salary schedules and rates of pay be reduced further beyond the amount specified in Section 34.1.5 as a result of application of the above language in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.4, and 34.1.2 as a result of the application of the above language in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.4, and 34.2.5.~~

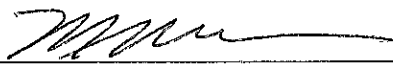
**Section 34.3: PROVISIONS FOR INDIVIDUALS WHO RETIRE WHEN FURLOUGH DAYS ARE IN EFFECT**

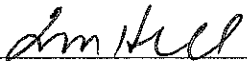
34.3.1. ~~Unit members who retire during the 2010-2011 or 2011-2012 school years, and whose CalSTRS Defined Benefit Retirement is negatively impacted due to the furlough days, shall be given the option of working up to an additional five (5) paid workdays during the contract year in order to offset the impact of furlough days on their CalSTRS Defined Benefit Retirement. The payment of these five (5) additional days worked in 2010-2011 and/or 2011-2012 shall be made to the employees CalSTRS Defined Benefit Supplement account.~~


**FOR SDEA**

**FOR THE DISTRICT**

  
 Lindsay Burningham  
 Date: 5/29/14

  
 Mark Bresee  
 Date: 5/29/2014

  
 Tim Hill  
 Date: 5/29/14

  
 Jennifer Carbuca  
 Date: 29 May 2014

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**ARTICLE 35: EFFECT OF AGREEMENT**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**ARTICLE 35. EFFECT OF AGREEMENT**

**Section 35.1: ZIPPER CLAUSE**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

**Section 35.2: SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 35.3: CHANGES, AMENDMENTS, AND SUPPLEMENTS**

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the Parties. Upon ratification by the Association and the Board of Education, any such changes, amendments or supplemental agreements shall be implemented.

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

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District Initial   *MB*



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**Section 35.4: RATIFICATION AND IMPLEMENTATION**

When the Association and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and to the Board of Education for ratification. When the membership of the Association and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

**Section 35.5: DURATION CLAUSE**

This Agreement is entered into on ~~March 1, 2010~~ May 1, 2015. This Agreement shall become effective on July 1, ~~2010-2014~~ and will remain in effect until June 30, ~~2013~~ 2017, except as follows:

Pursuant to modifications agreed to through the Contract Administration Committee as set forth in Article 25.

**FOR SDEA**

Tim Hill

Tim Hill

Date: 5-1-15

Ron Reese

Ron Reese

Date: May 1 2015

**FOR THE DISTRICT**

Mark Bresee

Mark Bresee

Date: 5/1/15

Jennifer Carbuccia

Jennifer Carbuccia

Date: 5-1-15

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District Initial MB

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**SALARY RULES FOR APPENDIX A**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE**

- 1.01 ~~Effective July 1, 2013, t~~These rates apply to all contract unit members in the certificated bargaining unit except teachers, lead teachers, and resource teachers assigned to the Early Childhood Education Program, Military Science Instructors, Speech-Language Pathologists, Senior Speech-Language Pathologists, School Psychologists, and Senior School Psychologists.
  
- 1.02 Non-Credentialed Intern Teachers employed full time in the Intern Teacher Program and School Psychology Interns will be paid the at salary class 010-1 salary rate as contained in the Salary Schedule. Intern teachers previously on the Early Childhood Education Program salary schedule will be placed on the regular Certificated Salary Schedule at a step comparable to, but not less than, their Early Childhood Education Program monthly salary rate. Part-time Intern Teachers will be paid in proportion to the full-time Intern Teacher rate. Method of payment and pay dates will be the same as for regular unit members.
  
- 1.03 Credentialed Teachers employed full time in an Intern Program will be placed on the Salary Schedule in accordance with Section 2.00. Part-time Interns will be paid in proportion to their full-time rate.

**2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT**

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For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting association which awards accreditation to institutions of higher education for training in specified professions.

2.01 DEFINITION OF COLUMNS

To be creditable, course work must be completed after the date of the bachelor's degree except as noted in Section 2.025.

Column 010	Bachelor's degree.
Column 011	Master's degree or 36 semester units of creditable upper division or graduate work.
Column 012	Master's degree with a total of 54 semester units of creditable upper division or graduate work, or bachelor's degree with a total of 60 semester units of creditable upper division or graduate work.
Column 013	Master's degree with a total of 72 semester units of upper division or graduate work.
Column 014	Master's degree with a total of 90 semester units of creditable upper division or graduate work, or possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

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**Tentative Agreement  
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Column 013     Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.

Column 014     Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status), or Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's district assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

2.023 LOWER DIVISION, EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES

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Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

2.024 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)

Course work posted in CEUs or PDUs is creditable for salary placement or advancement for unit members in the following classes: Audiologist, Counselor, Library Media Teacher, School Nurse, School Psychologist, and Speech-Language Pathologist if it is determined that:

- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,
- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will

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be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

**2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE**

Units taken toward earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

**2.027 ADVANCED DEGREES**

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

**2.028 REPEATED COURSE**

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

**2.029 NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)**

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for this program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

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2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current district assignment, or
- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the district assignment, and
- C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

2.05 COLUMN ADVANCEMENT

- 2.051 A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the district on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

- B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the

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advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the district on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., 35 1/2 semester units will be counted as 36 semester units).

2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

**3.00 INITIAL STEP PLACEMENT**

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

**3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE**

Teaching and/or certificated experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.

**3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE**

District teaching or certificated experience prior to employment by contract and completed the end of the prior school year is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month

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of service; ninety hours of hourly district teaching experience is equivalent to one month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of 10 months of district experience will be credited within any 12 month period. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

3.03 NON-TEACHING EXPERIENCE

Audiologists, Counselors, Library Media Teachers, and School Nurses: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the district is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for Counselors, Library Media Teachers, and School Nurses may be credited as defined below:

3.031 Counselors

Employment as a licensed social worker or counselor in settings which include, but are not limited to: community and public mental health agencies, rehabilitation/recovery centers, hospitals, and social service agencies. Settings which are excluded include, but are not limited to: licensed Marriage, Family and Child Counselor.

3.032 Library Media Teachers

Employment as a Library Media Teacher with appropriate credentials in library settings which include, but are not limited to: public, college/university, private industry, and foundations. Appropriate credentials are either a Master's of Library Science (MLS) degree or a Library Media Teacher credential.

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3.033 School Nurses

Employment as a Registered Nurse in settings which include, but are not limited to: community/public health agencies, pediatrics, general nursing, nurse practitioner, geriatric/convalescent, home health care, emergency room, industrial nursing, intensive care unit, licensed vocational nursing, private duty nursing, psychiatric, and supervisory/management nursing positions.

3.04 TOTAL EXPERIENCE CREDIT

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any 12 month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 - 7.3	13	117.4 - 127.3
2	7.4 - 17.3	14	127.4 - 137.3
3	17.4 - 27.3	15	137.4 - 147.3
4	27.4 - 37.3	16	147.4 - <del>157.3</del> 187.3
5	37.4 - 47.3	17	<del>157.4 - 167.3</del> 187.4 or <u>more</u>
6	47.4 - 57.3	<del>18</del>	<del>167.4 - 177.3</del>
7	57.4 - 67.3	<del>19</del>	<del>177.4 - 187.3</del>
8	67.4 - 77.3	<del>20</del>	<del>187.4 - 197.3</del>
9	77.4 - 87.3	<del>21</del>	<del>197.4 - 207.3</del>
10	87.4 - 97.3	<del>22</del>	<del>207.4 - 217.3</del>
11	97.4 - 107.3	<del>23</del>	<del>217.4 or more</del>
12	107.4 - 117.3		

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will

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bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable district service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular board-adopted calendar will not count for step advancement.

4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.

4.023 The 75% requirement in section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.

4.024 Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.


4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

4.032 CONSULTANT

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Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the chief human resources officer, Human Resource Services that the service provides a direct benefit to the district.

4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one step advancement upon completion of a full-time college program (24 upper division or graduate semester units). One semester of college work (12 upper division or graduate semester units) and one semester of district service, half time or more, during the same school year will qualify for one step advancement. Up to two years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

4.04 DESIGNATED SUBJECTS CREDENTIAL UNIT MEMBERS

4.041 STEP PLACEMENT AND ADVANCEMENT

Recognition of three years of occupational experience (exclusive of apprenticeship) qualifies for placement on Step 4. Additional teaching experience will be credited for step advancement in the same manner that such experience is credited for unit members on the regular Salary Schedule.

4.042 COLUMN PLACEMENT AND ADVANCEMENT

Unit members without a bachelor's degree will be placed on Column 010. Unit members with a bachelor's degree will be placed and advanced on Columns 010 through 014 after meeting the same training qualifications required of unit members on the regular Salary Schedule.

5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

This committee is comprised of an equal number of unit members and district management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

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Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT

The amounts shown on this salary schedule are annual salaries for 10-month and year-round assignments which require the full number of scheduled workdays in the board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in 10-month assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, September through June. For unit members in year-round assignments or elect to be paid twelve equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the district are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Nonclassroom Assignment

~~\$30.5732.74~~ per hour \* (~~\$29.74 during furlough years absent furlough restoration~~)

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This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly nonclassroom assignment in addition to the regular contract assignment. Nonclassroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other nonclassroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

~~\$20.38~~ 21.83 per hour \* (~~\$19.83 during furlough years absent furlough restoration~~)

This rate applies to a regular contract unit member who participates voluntarily in a district-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

~~\$40.33~~ 43.20 per hour \* (~~\$39.24 during furlough years absent furlough restoration~~)

Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by 8. (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$27.81 per hour \*

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This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$48.51 per hour \*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated staff members.

7.016 Tutoring Hourly Assignment

\$32.74 per hour \*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

\$930.46996.52 (~~\$905.34 during furlough years absent furlough restoration~~)

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

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7.03 Extended Work Year Service

- 7.031 Regular contract unit members on the basic board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities are a continuation of the unit member's regular contract assignment and are essentially the same as those in effect during the regular work year.

Except for summer school session rates, the daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the board-adopted calendar. For assignments of less than eight hours per day, the hourly rate will be the daily rate divided by eight.

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a district operational need, and will not exceed five days in any school year. All mandated and required service days are paid on a prorata basis. These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

7.033 Temporary and Continuing Assignments

Section 7.033 applies only to extended work year service as contained in this section and does not apply to nonclassroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

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- A. All regular contract unit members will be assigned to a basic board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred and eight (208) days (or two hundred and three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).
- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.
1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.
  2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets district standards but is subject to a reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or district reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the district regarding such decisions insofar as these decisions affect educational objectives.
- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly

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basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the district.

- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the, chief human resources officer, Human Resource Services Division.
- E. A regular contract unit member assigned an additional 24 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 24 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee requests ten equal monthly payments), each of which is subject to STRS contributions by the unit member and the district.
- F. A regular contract unit member assigned to an additional 44 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 44 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- G. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- H. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the

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effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.

- I. Unit members currently employed shall be entitled to work the authorized number of duty days in the designated fiscal year and to be paid their annual contract salary (see Article 8, Section 8.1). Whenever a unit member is transferred or reassigned from one school year calendar to another (i.e., from traditional to single-track or vice versa), neither the required duty days nor annual salary can be reduced without his/her concurrence. When such transfers or reassignments occur, the unit member will execute an assignment change agreement which either defines how lost time (if applicable) will be made up by the end of the fiscal year or which waives potential earnings, as determined by the unit member. Days will normally be made up through substitute teaching, intersession teaching, and/or other projects mutually agreed upon between the unit member and the site administrator. All makeup days must occur within the same fiscal year.
  
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Sessions are of two types:


Late Afternoon Sessions -- Session rate for events which occur after the end of the unit members' required on-site duty hours and begin prior to 6 p.m. as follows:

~~\$30,5732.74 \* (\$29.74 during furlough years absent furlough restoration)~~

Evening Sessions -- Session rate for events which begin at or after 6 p.m. or when school is not in session as follows:

~~\$61,1465.48 \* (\$59.49 during furlough years absent furlough restoration)~~

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7.05 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 6.01 above. The resulting daily pay rate will be divided by eight to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Except in designated schools or programs, the total "over schedule" payments allowed any individual for the school year shall not exceed \$400. Rates listed below apply to unit members in 10-month traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

8.01 PUPIL PERSONNEL PROGRAMS

\$200 Career Development Counselors; Counselors assigned two or more hours per day; District Counselors; Psychometrists; Resource Nurses; Vocational Rehabilitation Counselors.

~~\$2,800~~2,980.00      (~~\$2,710 during furlough years absent furlough restoration~~)  
Head Counselor, Class I

~~\$3,700~~3,960.00      (~~\$3,600 during furlough years absent furlough restoration~~)  
Head Counselor, Class II.

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The value of the stipend for Head Counselor, Class I is established as 4.19% of the annual salary amount designated for salary class Grade 12, Step 13 of the Certificated Base Salary Schedule (rounded to the nearest \$10).

The value of the stipend for Head Counselor, Class II. is established as 5.56% of the annual salary amount designated for salary class Grade 12, Step 13 of the Certificated Base Salary Schedule (rounded to the nearest \$10).

8.02 EXCEPTIONAL CHILD PROGRAMS

\$ 100 Special education teachers (regular day classes and itinerant) of pupils with exceptional needs: Learning Handicapped, Physically Handicapped, Communicatively Handicapped, Severely Handicapped, and Vocational Special Needs Instructors.

8.03 SPECIFIED PROGRAMS

\$ 200 Teachers of District Designated Advanced Placement Courses; Teachers of courses offered through the Advanced or International Baccalaureate Program; Resource Teachers (Achievement Goals Program, Curriculum, Inschool, Project, Special Education, Staff Development); Resource Specialists (Special Education, Educational Assessment Services); Social Concerns Teachers; Team Leaders.



8.04 COMMUNITY CLASSROOM/COOPERATIVE VOCATIONAL EDUCATION

The Regional Occupation Program (ROP) shall offer the following compensation for teachers whose students are placed in community classroom (CC) or cooperative vocational education (CVE):

8.041 ROP unit members who place 100% of the students in CC/CVE shall not be required to perform supervision/coordination duties outside of their normally scheduled on-site workweek.

8.042 ROP unit members who have not placed 100% of the students in CC/CVE and who must conduct CC/CVE supervision/coordination duties outside of their regularly contracted on-site workday shall be compensated one hour for each

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state-required supervision visit (one visit every three weeks for CC and one visit every four weeks for CVE) per student.

8.043 ROP unit members shall be compensated for the additional hourly classroom assignment rate (Section 7.013 salary schedule)

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-5-15

Lindsay Burningham  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/5/15

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**APPENDIX B**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 10, 2015, and have reached a revised tentative agreement on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.*

1.00 POSITION CLASSES COMPENSATED ON THE CHILD DEVELOPMENT EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE

Salary schedule rates apply to contract teachers, lead teachers, and resource teachers assigned to the Child Development Center; teachers and resource teachers assigned to the State Preschool Program; teachers and lead teachers assigned to the Extended Day Magnet Program; and teachers assigned to the California School Age Family Education (Cal SAFE) program.

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable lower division, upper division or graduate units from regularly accredited community colleges or other accredited institutions of higher education.

Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the district on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

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Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the district on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting association which awards accreditation to institutions of higher education for training in specified professions.

**2.01 DEFINITION OF COLUMNS**

Column 010 Child Development Permit or Children's Center Instructional Permit.

Column 011 Associate of Arts Degree or Associate of Science Degree plus a two (2) unit course in adult supervision and a Child Development Permit or Children's Center Instructional Permit.

Column 012 Associate of Arts Degree or Associate of Science Degree plus completion of thirty (30) additional semester units of creditable upper or lower division course work plus a two (2) unit course in adult supervision with a Child Development Permit or Children's Center Instructional Permit.

Column 013 Bachelors degree with a Child Development Permit or Children's Center Instructional Permit plus completion of a two (2) unit course in adult supervision.

Column 014 Bachelors degree with fifteen (15) semester units of creditable upper division or graduate work with a Child Development Supervisor Permit or Children's Center Supervisory Permit plus completion of a two (2) unit course in adult supervision.

**2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT**

**2.021 CREDITABLE COURSE WORK**

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Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's district assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular lower, upper or graduate course number series.

- 2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION  
Course work taken through a district-sponsored professional development program by a district visiting teacher prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

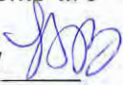
- 2.023 EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES


Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Appendix A, Section 5.00 of the Salary Rules and Regulations.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

- 2.024 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

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Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.025 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE

Units taken towards earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

2.027 NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for this program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

2.03 COLUMN ADVANCEMENT

2.031 Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that:

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- 2.0311 The effective date of the appropriate permit(s) is on or before September 30 of the current school year,
- 2.0312 The minimum number of qualifying units or degree are posted on an official transcript as having been completed by September 30 of the current school year,
- 2.0313 The two (2) unit course in adult supervision is posted on an official transcript as having been completed by September 30 of the current school year.
- 2.032 Eligible unit members will advance to a higher column effective on the first day of February provided that:
- 2.0321 The effective date of the appropriate permit(s) is on or before January 31 of the current school year,
- 2.0322 The minimum number of qualifying units or degree are posted on an official transcript as having been completed by January 31 of the current school year,
- 2.0323 The two (2) unit course in adult supervision is posted on an official transcript as having been completed by January 31 of the current school year.
- 2.033 For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (e.g., 35 1/2 semester units will be counted as 36 semester units).


**3.00 INITIAL STEP PLACEMENT**

Column placement will be determined in accordance with Section 2.00 of these salary rules.

**3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE**

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Teaching and/or certificated experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.

**3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE**

District teaching or certificated experience prior to employment by contract and completed by June 30 of the prior fiscal year is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours of hourly district teaching experience is equivalent to one month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of 10 months of district experience will be credited within any 12 month period. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

**3.03 TOTAL EXPERIENCE CREDIT**

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any 12 month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 - 7.3	13	117.4 - 127.3
2	7.4 - 17.3	14	127.4 - 137.3
3	17.4 - 27.3	15	137.4 - 147.3
4	27.4 - 37.3	16	147.4 - 157.3
5	37.4 - 47.3	17	157.4 - 167.3
6	47.4 - 57.3	18	167.4 - 177.3

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7	57.4 - 67.3	19	177.4 – 187.3
8	67.4 – 77.3	20	187.4 – 197.3
9	77.4 – 87.3	21	197.4 – 207.3
10	87.4 – 97.3	22	207.4 – 217.3
11	97.4 – 107.3	23	217.4 or more
12	107.4 – 117.3		

4.00 UNDERPAYMENTS OR OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.


5.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE


5.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g., 10-, 11-, and 12-month work year).

5.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable service until the maximum step is reached.

Summer school and intersession service and any other service rendered outside the regular board-adopted calendar for the unit member's assignment year will not count for step advancement. Days absent due to the unit member's job-related illness or injury for

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which workers' compensation insurance benefits are awarded are considered days in paid status.

Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

5.03 A unit member reassigned from a regular teaching position assigned to the Early Childhood Education Program to one of the following positions will receive a lead teacher stipend beginning on the effective date of the assignment.

- Child Development Center Lead Teacher
- Child Development Center Resource Teacher
- Extended Day Magnet Program Lead Teacher
- State Preschool Resource Teacher

The value of the lead teacher stipend shall be six and one-half (6.5%) percent of the salary amount designated for salary class 012-15 of the Early Childhood Education Program Salary Schedule.

A unit member reassigned to Super Lead Teacher will receive a Super Lead Teacher stipend on the effective date of the reassignment. A Super Lead Teacher is a unit member assigned to a center under the supervision of a Child Development Center Administrator or other manager having responsibility for two (2) or more sites and who maintains his/her primary office at another site.

The value of the Super Lead Teacher stipend shall be 11% of the salary amount designated for salary class 012-15 of the Early Childhood Education Program Salary Schedule.

5.04 Change in Salary During a School Year -- ~~Regular Early Childhood Education Program contract teachers who are assigned to 12-month or 11-month assignments may be reassigned~~When the District reduces the work year for Regular Early Childhood Education Program contract teachers assigned to a 12-month or 11-month work-year, unit

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members may be reassigned. Unit members shall receive a three (3) month notice prior to a reduction in their current work-year assignment. Reduction to a unit member's work year assignment shall first be achieved by seeking volunteers and if no unit member volunteers, then by utilizing District-wide seniority when reassigning a unit member to a basic 11-month or 10-month assignment for any of the following reasons: loss or reduction of funding or enrollment, budget priority decisions, program or district reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons will be as determined solely by the Board of Education. The Association will have the right to consult with the district regarding such decisions insofar as these decisions affect educational objectives. When an employee serves less than a full assignment year in one assignment category (10, 11, or 12-month) the annual salary will be computed on the basis of actual work days served in the board-adopted calendar for the employee's assignment category. Unit members impacted by an assignment reduction from a 12-month or 11-month assignment to an 11-month or 10-month assignment, respectively, shall be entitled to reassignment, utilizing District-wide seniority, up to two (2) years for future work-year assignments similar to the work-year from which they were reassigned.

5.05 The amounts shown on the salary schedule are monthly salaries. Pay days normally will be the last day of the month when the central administrative offices of the district are open for business.

6.00 SUBSTITUTES FOR CHILD DEVELOPMENT CENTER ADMINISTRATORS AND LEAD TEACHERS

A unit member serving as a replacement for a Child Development Center Administrator or Lead Teacher for five or more consecutive working days will receive a daily pay additive for each day of such service according to the rates in this section.

Teacher to Lead Teacher	\$ <del>10.73</del> <u>11.49</u> * ( <del>\$10.52 during furlough years absent furlough restoration</del> )
Lead Teacher to Child	\$ <del>17.78</del> <u>19.05</u> * ( <del>\$17.42 during furlough years absent furlough restoration</del> )
Development Center Administrator	

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Teacher to Child Development                    ~~\$28.51~~30.53 \* (~~\$27.94 during furlough years~~  
~~absent furlough restoration)~~  
Center Administrator

7.00 SPECIAL COMPENSATION

Certain positions on the Early Childhood Education Programs Salary Schedule will receive monthly compensation in addition to the regular salary. The rate listed below applies to unit members in 10-month assignments. Unit members in extended work year assignments being paid on the basis of a daily pro rata for additional days will also be paid pro rata special compensation.

7.01 Extended Day Magnet Program  
Lead Teachers     \$265.00

7.02 An annual stipend shall be paid to unit members on the Early Childhood Education Programs Salary Schedule who have completed 18 or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary. (Note: while furlough days are effect, the stipend is included in the annual salary reduced by the percentage equaling five [5] days.)

Creditable Experience Completed

18 to 21 years             ~~\$670.95~~718.59 \*  
22 years or more         ~~\$1,803.53~~1,931.58\*

8.00 COMPENSATION FOR NONCONTRACT SERVICE

8.01 Hourly Service

8.011 Special Project Rate   ~~\$19.19~~20.55 \* (~~\$18.81 during furlough years absent~~  
~~furlough restoration)~~

This rate applies to Early Childhood Education Program contract teachers with hourly assignments in addition to their regular contract assignments. Such hourly assignments include writing projects, materials development projects, and any other certificated hourly service except workshop participation.

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**Tentative Agreement**  
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
- 8.012 Workshop Rates  
Workshop Leader \$~~19.19~~20.55 \* (~~\$18.81 during furlough years absent furlough restoration~~)  
  
Workshop Participant \$~~14.35~~15.37 \* (~~\$14.06 during furlough years absent furlough restoration~~)

Workshop rates will be paid only for workshop participation or workshop leadership outside the normal teaching days and/or hours considered part of regular contract service.

- 8.02 Extended Teaching Service -- A teacher with less than a full-time contract who accepts an assignment which will extend the teaching day beyond that specified in the part-time contract will be compensated on an hourly pro rata basis. Such assignments normally will be of short duration and involve teaching in the place of an absent teacher when a substitute cannot be obtained, on days when the pupil count in the center is unusually high due to a minimum day schedule in the elementary schools, or in an emergency. This pro rata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the extended teaching service duties and responsibilities are essentially identical with those assigned during the regular part-time contract day. The basis for pro rata compensation will be the Early Childhood Education Programs annual column placement on the then current salary schedule divided by the number of required work days in the assignment year. The resulting daily pay rate will be divided by eight to determine the hourly pay rate.
- 8.03 Temporary Increased Enrollment Hourly Service -- (1) Continuing Early Childhood Education Program teachers with 10-month contracts who accept classroom assignments during periods of temporary increased enrollments (e.g., summer months) will be compensated on an hourly pro rata basis. Such assignments will be of short duration, not to exceed ninety (90) calendar days, and temporarily used to supplement regular staffing at children's centers impacted by increased summer enrollments. (2) Noncontract certificated employees hired hourly to provide temporary services during summer months will be paid at an hourly rate based on Salary Class 011-1 of the Early Childhood Education Program Salary Schedule. Section (2) also applies to regular K-12 contract teachers temporarily employed in child development Center to provide the above hourly services during summer months.

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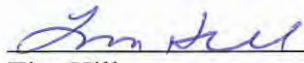


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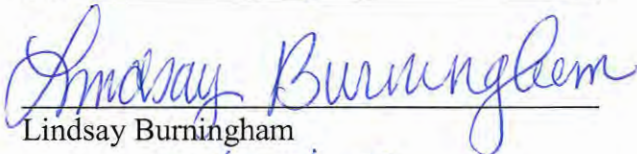
8.04 Resource Teachers in the Early Childhood Education Program shall receive an annual stipend of two-hundred (\$200) dollars.

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

**FOR SDEA**

  
\_\_\_\_\_  
Tim Hill

Date: 5-5-15

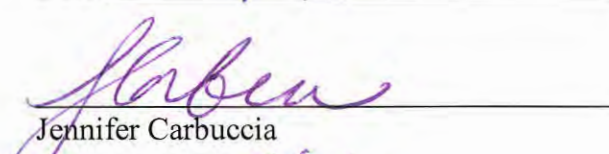
  
\_\_\_\_\_  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Mark Bresee

Date: 5/5/15

  
\_\_\_\_\_  
Jennifer Carbuccia

Date: 5/5/15

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**SALARY RULES FOR APPENDIX C**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**1.00 POSITION CLASSES COMPENSATED ON THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE**

Military Science Instructors' Salary Schedule rates apply to contract teachers teaching in the Junior Reserve Officer Training Corps Programs.



**2.00 INITIAL PLACEMENT ON THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE**

Initial placement on the schedule will be based on the military service pay grade held by the employee at the time of hire, the classification of the assignment as shown below, and any prior creditable experience.

**2.01 MILITARY SERVICE PAY GRADE PLACEMENT**

<u>Military Service Pay Grade</u>	<u>Military Science Instructors' Step Placement</u>	<u>Military Service Pay Grade</u>	<u>Senior Military Science Instructors' Step Placement</u>
E-6	010-1	W-1 thru W-4	010-7
E-7	010-2	and	
E-8	010-3	O-1 thru O-6	
E-9	010-4		
W-1 thru W-4	010-5		

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**Tentative Agreement  
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and  
O-1 thru O-6

- 2.02 Non-District Teaching Experience -- JROTC teaching experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Types of experience not creditable for salary placement are: hourly, summer school, and intersession teaching outside the district; teaching experience other than JROTC; management experience outside the district. JROTC teaching experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute JROTC teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment.
- 2.03 District Teaching Experience -- District JROTC teaching experience prior to employment by contract is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours is equivalent to one month of service. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.
- 2.04 Total Experience Credit -- Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any twelve month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Creditable experience will be used to advance new hires and returning former employees beyond the step determined by the military service pay grade placement to a maximum of Step 6 for Military Science Instructors and Step 8 for Senior Military Science Instructors.

Break points for determining step placement are:

<u>Additional Step Beyond Service Pay Grade Placement</u>	<u>Months of Experience</u>
---	---------------------------------

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SDEA Initial   *Q*    
District Initial   *MB*



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2014 Successor Collective Negotiations Contract**

1	0 - 7.4
2	7.5 - 17.4
3	17.5 - 27.4
4	27.5 - 37.4
5	37.5 or more

3.00 UNDERPAYMENTS OR OVERPAYMENTS

Each unit member is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest.

If an incorrect salary placement or warrant results in an underpayment, the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.



4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

4.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g., traditional, year-round, multitrack, etc.)

4.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable district service until the maximum step of the job class has been reached:

<u>Job Class</u>	<u>Maximum Step</u>
Military Science Instructor	6

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Senior Military Science Instructor

8

Summer school and intersession service and any other service rendered outside the regular board-adopted calendar will not count for step advancement. Days absent due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded are considered days in paid status.

4.021 Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

4.03 Promotion -- A Military Science Instructor promoted to a Senior Military Science Instructor assignment will be placed on salary class and step 010-7. If the promotion takes place during the regular school year total service in the combined assignments will be allowed toward progressive advancement on the Military Science Instructors' Salary Schedule provided the combined service qualifies as a year of service as defined in Section 4.02.

4.04 Change in Salary During a School Year -- A teacher's salary cannot be changed during the term of an existing contract between the governing board of the district and the teacher unless there is a change in the teacher's assignment, duties, and responsibilities.

4.05 Method of Payment -- The amounts shown on this salary schedule are annual salaries and will be paid at the rate of 1/10 monthly for ten months. Paydays normally will be the last day of the month when the central administrative offices of the district are open for business, September through June.



5.00 COMPENSATION FOR NONCONTRACT SERVICE

5.01 Hourly Service

5.011 Nonclassroom Assignment

~~\$29.74~~ \$30.5732.74 \* per hour (~~\$29.74 during furlough years absent furlough restoration~~)

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This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly nonclassroom assignment in addition to the regular contract assignment except workshop participation. Only unit members specifically approved for compensation will be paid.

5.012 Workshop Participants

~~\$20.3821.83~~ \* per hour (~~\$19.83 during furlough years absent furlough restoration~~)

This rate applies to a regular contract unit member who participates voluntarily in a district-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

- 5.02 Extended-Day Service -- Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments. Extended-day payment units are units of value for each extended day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the SDEA Bargaining Unit Salary Plan Schedule (Appendix A). The annual value of one extended day unit is:

~~\$930.46996.52~~ (~~\$905.34 during furlough years absent furlough restoration~~)

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

6.00 SPECIAL COMPENSATION

- 6.01 A special annual stipend of six hundred sixty-seven dollars and thirty-eight cents (~~\$667.38 680.73~~\* [~~\$649.36 during furlough years absent furlough restoration~~]) shall be paid to unit members on or above Step 6 of the Military Science Instructors' Salary Plan who have completed eighteen (18) or more years of creditable experience and/or military

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SDEA Initial 

District Initial MB



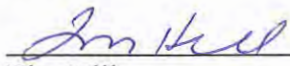
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Between San Diego Unified School District and  
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2014 Successor Collective Negotiations Contract**

service. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

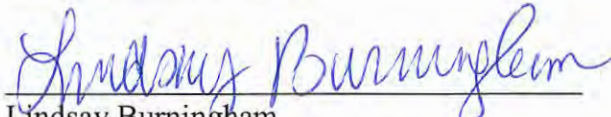
- 6.02 A special annual stipend of one thousand seven hundred ninety-six dollars and thirty-five cents (~~\$1,796.35~~1,832.28 \* [~~\$1,747.85 during furlough years absent furlough restoration~~]) shall be paid to unit members on or above Step 6 of the Military Science Instructors' Salary Schedule who have completed twenty-two (22) or more years of creditable experience and/or military service. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

\*Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the SDEA Bargaining Unit Salary Schedule.

**FOR SDEA**


  
\_\_\_\_\_  
Tim Hill

Date: 5-5-15

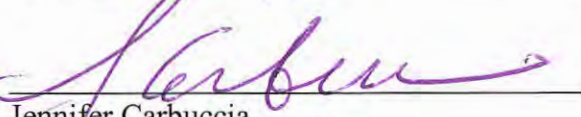
  
\_\_\_\_\_  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Mark Bresee

Date: 5/5/15

  
\_\_\_\_\_  
Jennifer Carbuccia

Date: 5/5/15

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

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**APPENDIX D: VISITING CERTIFICATED EMPLOYEE SALARY SCHEDULE**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on March 16, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA.*

**VISITING ~~TEACHER~~ CERTIFICATED EMPLOYEE SALARY SCHEDULE**

**Effective July 1, 2014**

---

1.00 POSITION CLASSES COMPENSATED ON THE VISITING ~~TEACHER~~ CERTIFICATED EMPLOYEE SALARY SCHEDULE

Salary schedule rates apply to visiting teachers, visiting military science instructors, ~~and~~ visiting child development center teachers, visiting School Psychologists, visiting Speech Language Pathologists, visiting Nurses and unit members retired from the District who are employed during the regular school term and during summer school and intersession. These rates shall be subject to the same percentage change for all other rates on the SDEA Bargaining Unit Salary Schedule (Schedule A).

2.00 SDEA BARGAINING UNIT SALARY SCHEDULE (Except Early Childhood Education)  
VISITING TEACHERS

2.01 Regular School Term --

Daily Rate

Day-to-Day Visiting Teachers

Level 1: \$144.20

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Established Day-to-Day Visiting Teachers Level 2: \$152.67

Established day-to-day visiting teachers are visiting teachers who, in one (1) school year, work more than fifty percent (50%) of the instructional days, in a classroom setting. Upon completion of the required fifty percent (50%), the rate of pay shall increase to Level 2 for future day-to-day assignments for the remainder of the current school year.

Long-Term Visiting Teachers \$161.15

Long-term visiting teachers are those visiting teachers who complete more than 5 consecutive teaching days in a single assignment ~~or who work on a continuing basis in schools in an approved cluster.~~

Master Visiting Teacher ~~\$188.33~~

~~Master Visiting Teachers are those retired district teachers who have been accepted into the Master Visiting Teacher Program following their retirement from the district due to their teaching area being determined by the district as surplus~~

2.02 Summer School and Intersession –

Day-to-Day Visiting Teachers \$125.53


Long-Term Visiting Teachers \$143.37


3.00 EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE VISITING TEACHERS

Substitutes for Child Development Center Teachers –

Day-to-Day Visiting Teachers \$123.84

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Long-Term Visiting Teachers receive an additional \$8.00 per day. Long-Term Visiting Teachers are those visiting teachers who complete 20 or more consecutive teaching days in a single assignment.

**4.00 EXTENDED-DAY SERVICE**

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities when the services of a regular district contract unit member cannot be obtained and which involve hours of service and responsibility beyond the normal range of visiting teacher assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule (Appendix A). The annual value of one extended day unit is:

\$996.52

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

**5.00 SUPERVISION SESSION SERVICE**

Supervision session payments are payments made by the district to visiting teachers assigned to supervise pupils at school-sponsored dances or interscholastic athletic events when the service of a regular district contract unit member cannot be obtained.

Late Afternoon Sessions --


\$32.74 per session


Session rate for events which occur after the end of the visiting teacher's required on-site duty hours and commence prior to 6 p.m.

Evening Sessions --

\$65.48 per session

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Session rate for events which begin during evening hours and commence at or after 6 p.m. or days when school is not in session.

6.00 UNDERPAYMENTS OR OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the amount due as soon as possible.

Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment the district is required to recover the full amount overpaid. The recovery schedule will include considerations to both the district and the employee.

7.00 PAY RATES FOR WORK PERFORMED BY UNIT MEMBERS RETIRED FROM THE DISTRICT

The following hourly pay rates are established for unit members retired from the District who return to work to complete short term and ongoing assignment(s) and who are not substituting for a regular unit member.

7.01 Unit members retired from the District who return to work to perform the full scope of duties previously assigned to them as regular unit members will be paid the current pro rata hourly rate, including special compensation, for the salary schedule step and column on which they were placed on the date they retired.

7.02 Unit members retired from the District who return to work to perform certificated hourly services other than those covered in Section 7.01 will be paid the current Non-classroom Assignment rate in accordance with Appendix A, Section 7.011 of the Salary Rules and Regulations:

\$32.74 per hour

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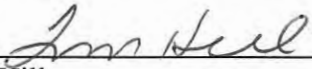
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**Tentative Agreement  
Between San Diego Unified School District and  
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2014 Successor Collective Negotiations Contract**

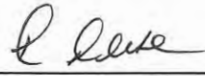
8.00 PAY RATES FOR WORK PERFORMED BY VISITING SCHOOL PSYCHOLOGISTS,  
SPEECH LANGUAGE PATHOLOGISTS AND NURSES

	<u>Daily Rate</u>
8.01 Visiting Speech Language Pathologist (SLP)	\$300
8.02 Visiting School Psychologist	\$350
8.03 Visiting Nurse	\$230

**FOR SDEA**

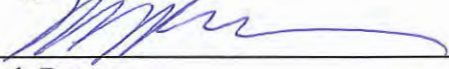
  
Tim Hill

Date: 3/14/15

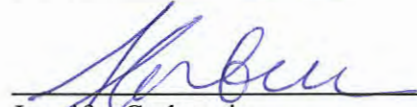
  
Ron Reese

Date: Mar 10, 2015

**FOR THE DISTRICT**


  
Mark Bresee

Date: 3/16/15

  
Jennifer Carbuccia

Date: 3/16/15

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**Tentative Agreement  
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**SALARY RULES FOR APPENDIX F**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

~~1.01 — Effective June 30, 2007 at 11:59 p.m.,~~ These salary rates apply to all contract unit members in the certificated bargaining unit employed in the classifications of School Psychologist and Senior School Psychologist.

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting association which awards accreditation to institutions of higher education for training in specified professions.

2.01 DEFINITION OF COLUMNS

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To be creditable, course work must be completed after the date of the bachelor's degree except as noted in Section 2.025.

- Column 011     Master's degree or 36 semester units of creditable upper division or graduate work.
- Column 012     Master's degree with a total of 54 semester units of creditable upper division or graduate work, or bachelor's degree with a total of 60 semester units of creditable upper division or graduate work.
- Column 013     Master's degree with a total of 72 semester units of upper division or graduate work.
- Column 014     Master's degree with a total of 90 semester units of creditable upper division or graduate work, or possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

Column 013     Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.

Column 014     Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status), or Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's district assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

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**2014 Successor Collective Negotiations Contract**

- 2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION  
Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

- 2.023 LOWER DIVISION, EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES  
Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

- 2.024 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)  
Course work posted in CEUs or PDUs is creditable for salary placement or advancement for unit members in the following classes: Audiologist, Counselor, Library Media Teacher, School Nurse, School Psychologist, and Speech-Language Pathologist if it is determined that:

- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,

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- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

**2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS**

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

**2.026 ADVANCED DEGREES**

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

**2.027 REPEATED COURSE**

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

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2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current district assignment, or
- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the district assignment, and
- C. The work does not include summer school, intersession, or other teaching service.



Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

2.05 COLUMN ADVANCEMENT

2.051 A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the district on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the

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advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the district on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., 35 1/2 semester units will be counted as 36 semester units).

2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

**3.00 INITIAL STEP PLACEMENT**

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

**3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE**

Teaching and/or certificated experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.

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3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed the end of the prior school year is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours of hourly district teaching experience is equivalent to one month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of 10 months of district experience will be credited within any 12 month period. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

3.03 NON-TEACHING EXPERIENCE


School Psychologists and Senior School Psychologists: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the district is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for School Psychologists and Senior School Psychologists may be credited as defined below:

3.031 School Psychologists

Employment as a Licensed Psychologist or Licensed Educational Psychologist in settings which include, but are not limited to: community/public health agencies, mental health agencies, rehabilitation/recovery centers, nonpublic agencies, and hospitals. Settings which are excluded include, but are not limited to: non-clinical and research psychology.

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3.04 TOTAL EXPERIENCE CREDIT

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any 12 month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 – 97.3	8	157.4 – 167.3
2	97.4 – 107.3	9	167.4 – 177.3
3	107.4 – 117.3	10	177.4 – 187.3
4	117.4 – 127.3	11	187.4 – 197.3
5	127.4 – 137.3	12	197.4 – 207.3
6	137.4 – 147.3	13	207.4 – 217.3
7	147.4 – 157.3	14	217.4 or more

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable district service until the maximum step of the column has been reached. Summer school and

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**Tentative Agreement**  
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intersession service and any other service rendered outside the regular board-adopted calendar will not count for step advancement.

4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.

4.023 The 75% requirement in section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.

4.024 Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

4.032 CONSULTANT

Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the chief human resources officer, Human Resource Services that the service provides a direct benefit to the district.

4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one step advancement upon completion of a full-time college program (24 upper division or graduate semester units). One semester of college work (12 upper division or graduate semester units) and one semester of district service, half time or more, during the same school year will qualify for one step advancement. Up to two

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years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

This committee is comprised of an equal number of unit members and district management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT

The amounts shown on this salary schedule are annual salaries for 10-month and year-round assignments which require the full number of scheduled workdays in the board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in 10-month assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, September through June. For unit members in year-round assignments or elect to be paid twelve equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the district are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is

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required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Nonclassroom Assignment

~~\$30.5732.74~~ per hour \* (~~\$29.74 during furlough years absent furlough restoration~~)

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly nonclassroom assignment in addition to the regular contract assignment. Nonclassroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other nonclassroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

~~\$20.3821.83~~ per hour \* (~~\$19.83 during furlough years absent furlough restoration~~)

This rate applies to a regular contract unit member who participates voluntarily in a district-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

~~\$40.3343.20~~ per hour \* (~~\$39.24 during furlough years absent furlough restoration~~)

Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for

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certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by 8. (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$27.81 per hour \*

This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$48.51 per hour \*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated staff members.

7.016 Tutoring Hourly Assignment

\$32.74 per hour \*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the

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annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

~~\$930.46996.52 (\$905.34 during furlough years absent furlough restoration)~~

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

7.03 Extended Work Year Service

7.031 Regular contract unit members on the basic board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities are a continuation of the unit member's regular contract assignment and are essentially the same as those in effect during the regular work year.

Except for summer school session rates, the daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the board-adopted calendar. For assignments of less than eight hours per day, the hourly rate will be the daily rate divided by eight.

For unit members compensated on this Salary Schedule who work in the District's summer school and intersession programs, the weekly and daily rates referenced in Appendix E, Schedules A and B, shall reflect the hourly equivalent rates of this Salary Schedule.

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one

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directed by the Board of Education for meeting a district operational need, and will not exceed five days in any school year. All mandated and required service days are paid on a prorata basis.

These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

**7.033 Temporary and Continuing Assignments**

Section 7.033 applies only to extended work year service as contained in this section and does not apply to nonclassroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

- A. All regular contract unit members will be assigned to a basic board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred and eight (208) days (or two hundred and three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).
- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.
  - 1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.

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2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets district standards but is subject to a reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or district reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the district regarding such decisions insofar as these decisions affect educational objectives.
- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the district.
- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the, chief human resources officer, Human Resource Services Division.
- E. School Psychologists' and Senior School Psychologists' basic contract work year will be 191 days as provided for in Section 8.1.1. of this Agreement. The annual salary will be subject to STRS contributions by the unit member and the District.
- F. A regular contract unit member assigned an additional 24 workday continuing assignment in addition to the basic contract year will be paid an annual salary

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consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 24 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee requests ten equal monthly payments), each of which is subject to STRS contributions by the unit member and the district.

- G. A regular contract unit member assigned to an additional 44 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 44 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- H. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- I. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Sessions are of two types:

Late Afternoon Sessions -- Session rate for events which occur after the end of the unit members' required on-site duty hours and begin prior to 6 p.m. as follows:

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~~\$30,5732.74~~ \* (~~\$29.74 during furlough years absent furlough restoration~~)

Evening Sessions -- Session rate for events which begin at or after 6 p.m. or when school is not in session as follows:

~~\$61,1465.48~~ \* (\$59.49 during furlough years absent furlough restoration)

7.05 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 7.033, Paragraph E above. The resulting daily pay rate will be divided by eight to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Rates listed below apply to unit members in ~~10-month~~191-day traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

8.01 PUPIL PERSONNEL PROGRAMS

~~\$3,644,283,277.18~~ \* (~~\$3,188.70 during furlough years absent furlough restoration~~)

Senior School Psychologist

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

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**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-5-15

Lindsay Burningham  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/5/15

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**SALARY RULES FOR APPENDIX G**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

~~1.01 — Effective June 30, 2007 at 11:59 p.m., t~~These salary rates apply to all contract unit members in the certificated bargaining unit employed in the classifications of Speech Language Pathologist and Senior Speech-Language Pathologist.



2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States regional accrediting association which awards accreditation to institutions of higher education for training in specified professions.

2.01 DEFINITION OF COLUMNS

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To be creditable, course work must be completed after the date of the bachelor's degree except as noted in Section 2.025.

- Column 011 Master's degree or 36 semester units of creditable upper division or graduate work.
- Column 012 Master's degree with a total of 54 semester units of creditable upper division or graduate work, or bachelor's degree with a total of 60 semester units of creditable upper division or graduate work.
- Column 013 Master's degree with a total of 72 semester units of upper division or graduate work.
- Column 014 Master's degree with a total of 90 semester units of creditable upper division or graduate work, or possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

- Column 013 Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.
- Column 014 Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status), or Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's district assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

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- 2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION  
Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.



- 2.023 LOWER DIVISION, EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES  
Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

- 2.024 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)  
Course work posted in CEUs or PDUs is creditable for salary placement or advancement for unit members in the following classes: Audiologist, Counselor, Library Media Teacher, School Nurse, School Psychologist, and Speech-Language Pathologist if it is determined that:

- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,

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- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

**2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS**

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

**2.026 ADVANCED DEGREES**

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

**2.027 REPEATED COURSE**

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

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2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current district assignment, or
- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the district assignment, and
- C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

2.05 COLUMN ADVANCEMENT

- 2.051 A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the district on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

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B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the district on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., 35 1/2 semester units will be counted as 36 semester units).

2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

**3.00 INITIAL STEP PLACEMENT**

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

**3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE**

Teaching and/or certificated experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.

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3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed the end of the prior school year is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours of hourly district teaching experience is equivalent to one month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of 10 months of district experience will be credited within any 12 month period. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

3.03 NON-TEACHING EXPERIENCE

Speech-Language Pathologists and Senior Speech-Language Pathologists: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the district is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for Speech-Language Pathologists and Senior Speech-Language Pathologists may be credited as defined below:

3.031 Speech-Language Pathologist and Senior Speech Language Pathologists:

Employment as a Licensed Speech-Language Pathologist in settings which include, but are not limited to: community/public health agencies, mental health agencies, rehabilitation/recovery centers, nonpublic agencies, and-hospitals. Settings which are excluded include, but are not limited to: non-clinical and research pathology.

3.04 TOTAL EXPERIENCE CREDIT

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from

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employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any 12 month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 – 97.3	8	157.4 – 167.3
2	97.4 – 107.3	9	167.4 – 177.3
3	107.4 – 117.3	10	177.4 – 187.3
4	117.4 – 127.3	11	187.4 – 197.3
5	127.4 – 137.3	12	197.4 – 207.3
6	137.4 – 147.3	13	207.4 – 217.3
7	147.4 – 157.3	14	217.4 or more

**4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE**

**4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE** -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

**4.02 STEP ADVANCEMENT**

**4.021** Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for 75% or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable district service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular board-adopted calendar will not count for step advancement.

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- 4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.
- 4.023 The 75% requirement in section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.
- 4.024 Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

4.032 CONSULTANT

Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the chief human resources officer, Human Resource Services that the service provides a direct benefit to the district.

4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one step advancement upon completion of a full-time college program (24 upper division or graduate semester units). One semester of college work (12 upper division or graduate semester units) and one semester of district service, half time or more, during the same school year will qualify for one step advancement. Up to two years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

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5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

This committee is comprised of an equal number of unit members and district management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT



The amounts shown on this salary schedule are annual salaries for 10-month and year-round assignments which require the full number of scheduled workdays in the board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in 10-month assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, September through June. For unit members in year-round assignments or elect to be paid twelve equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the district are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

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7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Nonclassroom Assignment

~~\$30.57~~32.74 per hour \* ~~\$29.74 during furlough years absent furlough restoration)~~

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly nonclassroom assignment in addition to the regular contract assignment. Nonclassroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other nonclassroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

~~\$20.38~~21.83 per hour \* (\$19.83 during furlough years absent furlough restoration)

This rate applies to a regular contract unit member who participates voluntarily in a district-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

~~\$40.33~~43.20per hour \* ~~(\$39.24 during furlough years absent furlough restoration)~~

Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the

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quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by 8. (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$27.81 per hour \*

This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$48.51 per hour \*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated staff members.

7.016 Tutoring Hourly Assignment

\$32.74 per hour \*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

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~~\$930.46996.52 (\$905.34 during furlough years absent furlough restoration)~~

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

7.03 Extended Work Year Service

7.031 Regular contract unit members on the basic board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities are a continuation of the unit member's regular contract assignment and are essentially the same as those in effect during the regular work year.


Except for summer school session rates, the daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the board-adopted calendar. For assignments of less than eight hours per day, the hourly rate will be the daily rate divided by eight.

For unit members compensated on this Salary Schedule who work in the District's summer school and intersession programs, the weekly and daily rates referenced in Appendix E, Schedules A and B, shall reflect the hourly equivalent rates of this Salary Schedule.

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a district operational need, and will not exceed five days in any school year. All mandated and required service days are paid on a prorata basis.

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These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

7.033 Temporary and Continuing Assignments

Section 7.033 applies only to extended work year service as contained in this section and does not apply to nonclassroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

- A. All regular contract unit members will be assigned to a basic board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred and eight (208) days (or two hundred and three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).
- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.
1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.
  2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets district standards but is subject to a

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reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or district reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the district regarding such decisions insofar as these decisions affect educational objectives.

- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the district.
- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the, chief human resources officer, Human Resource Services Division.
- E. Speech-Language Pathologist's and Senior Speech-Language Pathologist's basic contract work year will be 184 days as provided for in Section 8.1.1. of this Agreement. The annual salary will be subject to STRS contributions by the unit member and the District.
- F. A regular contract unit member assigned an additional 24 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 24 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee

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requests ten equal monthly payments), each of which is subject to STRS contributions by the unit member and the district.

- G. A regular contract unit member assigned to an additional 44 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the 44 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- H. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.
- I. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Sessions are of two types:

Late Afternoon Sessions -- Session rate for events which occur after the end of the unit members' required on-site duty hours and begin prior to 6 p.m. as follows:

~~\$30.57-32.74\*~~ (~~\$29.74 during furlough years absent furlough restoration~~)

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Evening Sessions -- Session rate for events which begin at or after 6 p.m. or when school is not in session as follows:

~~\$61,1465.48~~ \* (~~\$59.49 during furlough years absent furlough restoration~~)

7.06 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 7.033, Paragraph E above. The resulting daily pay rate will be divided by eight to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Rates listed below apply to unit members in 10-month traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

8.01 PUPIL PERSONNEL PROGRAMS


~~\$3,285,173,518.41~~ \* (~~\$3,196.47 during furlough years absent furlough restoration~~)

Senior Speech-Language Pathologist

\$2000 Unit members who achieve and maintain a Certificate of Clinical Competence (CCC-SLP or CCC-A) from the American Speech-Language Hearing Association and/or are licensed to practice Speech-Language Pathology by the Speech-Language Pathology and Audiology Board of the State of California.

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\$2000 Unit members who meet the following criteria for identification as a Bilingual Speech-Language Pathologist:

- A. Hold a Bilingual Speech-Language Pathology Certificate from the California State University system or an equivalent certificate from an accredited college or university, and
- B. Are actively providing Speech-Language Pathology services requiring the bilingual skills.

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-5-15

Lindsay Burningham  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/5/15

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**APPENDIX J: JOB SHARE MEMORANDUM OF UNDERSTANDING**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**MEMORANDUM OF UNDERSTANDING  
By and between  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
And the  
SAN DIEGO EDUCATION ASSOCIATION  
For the  
PURPOSE OF CLARIFYING THE LANGUAGE OF ARTICLE 21 AND ITS  
IMPLEMENTATION**

~~The intent of this agreement is to outline the process for Job Share as assigned in Article 21 and as a result of decisions for Arbitration 02-1409. The parties also intend to clarify the impacts of Article 21 on Job Shares that are not renewed for the following school year.~~

~~Arbitration 02-1409: "Any changes in these procedures (Job Share) must be the basis of discussion during agreement / contract negotiations in 2005." Benjamin L. Israel.~~


- ~~• District cannot put limitations on the site principal's and the unit member's ability to enter into a Job Share agreement. (Eg. Instructional Leader limiting number of Job Shares or denying 80% / 20% split assignments.)~~

~~Each Job Share application must be judged and approved on its own merits by the principal/supervisor.~~

~~Article 21 Job Share: These are the possible contractual requirements when a Job Share assignment does not follow into the next school year.~~

~~When both job share members were members of the site staff prior to the job share agreement the following process will be used when the need to reduce staff at the site exists.~~

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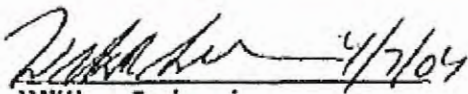


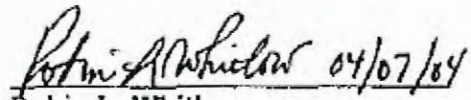
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2014 Successor Collective Negotiations Contract**

- ~~a. The provisions of Article 12.7.3, Reduction to Staff, and 12.7.4, Indispensable Services, will apply. This means: if sufficient positions at the site are available, no one is in excess. If sufficient positions are not available, the member of the total staff to be in excess is determined by the cited contract section.~~
- ~~2. When one Job Share member transfers to a site specifically to participate in the Job Share assignment the following process will be used when a Job Share agreement does not continue into the following year.
 
  - ~~a. Unless agreement is stipulated between the SDEA unit members in the Job Share agreement, the unit member with the greater seniority will have rights to the position.~~
  - ~~b. The SDEA unit member who is required to leave the site may, with mutual agreement of the site supervisor, be placed in another appropriate vacancy at the site / cost center. Absence mutual agreement, the unit member may participate in the Post and Bid process without priority consideration. If this does not result in an assignment, the unit member will be assigned by the appropriate division.~~~~
- ~~3. It is also understood that unit members serving in Job Share assignments, who were previously at the site, with a Reduced Workload unit member, will have rights listed in #1 above.~~
- ~~4. Unit members serving in Job Share assignments, who came from a different site, sharing with a Reduced Workload unit member will be afforded all rights in #2 above with the exception of: the Reduced Workload unit member will have rights to the position.~~
- ~~5. All unit members serving in a Job Share assignment with Reduced Workload partner will be afforded all rights in Article 21.~~

FOR THE DISTRICT: \_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

 4/7/04



 04/07/04

William Surbrook  
Director Labor Relations  
San Diego Unified School District

Robin L. Whitlow  
Executive Director  
San Diego Education Association

FASDEA MEMORANDUM OF UNDERSTANDING SOEA-SDUSD 03-08-04 sb.doc

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**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-1-15

Ron Reese  
Ron Reese

Date: May 1 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/1/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5-1-2015

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**APPENDIX K: ADMINISTRATIVE TRANSFER PRE-ARBITRATION  
SETTLEMENT AGREEMENT REFERENCED IN ARTICLE 12**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDE CNC.*

Appendix K

~~Administrative Transfers Pre-Arbitration Settlement Agreement~~

~~Page 1 of 2~~

~~September 27, 2005~~

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~~**Attachment 5.a. to Pre-Arbitration Settlement Agreement  
Dated September 27, 2005**~~

~~**Administrative Transfer Process**~~


~~**For Involuntary Transfers (Article 12.7.1)**~~

~~Administrative Transfers are included in the collective bargaining agreement to provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14—Evaluation or Article 34—Letters of Reprimand and Suspensions.~~

~~Administrative Transfers cannot be based on bargaining unit member’s actions that are protected (e.g. SDEA meetings, representing SDEA members at conferences, working to rule, etc.).~~

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party’s ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial 

District Initial 



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

~~When the 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 34—Letters of Reprimand and Suspensions.~~

~~When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 34, the procedure outlined below will be followed:~~

- ~~1. It is the site administrator's belief or discretion to consider recommending an Administrative Transfer. The behavior/actions 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 (Article 12.7);~~
- ~~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).~~
- ~~3. Notice: If the site administrator believes there is evidence to support the possible Administrative Transfer, the site administrator shall meet with the bargaining unit member to discuss the behavior/action, 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~~~~

Appendix K  
(continued)

~~Administrative Transfers Pre-Arbitration Settlement Agreement~~

~~Page 2 of 2~~

~~September 27, 2005~~

~~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.~~

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SDEA Initial     

District Initial

**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

- ~~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.~~
- ~~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 in Section 12.9.1.~~
  - ~~b. Article 12.7.1.4 of the Collective Bargaining Agreement regarding administrative transfers remains intact and this agreement does not supersede that provision.~~

**FOR SDEA**

\_\_\_\_\_  
Tim Hill

Date: \_\_\_\_\_

*Tim Hill*

*5-1-15*

\_\_\_\_\_  
Ron Reese

Date: \_\_\_\_\_

*Ron Reese*

*May 1 2015*

**FOR THE DISTRICT**

\_\_\_\_\_  
Mark Bresee

Date: \_\_\_\_\_

*Mark Bresee*

*5/1/15*

\_\_\_\_\_  
Jennifer Carbuccia

Date: \_\_\_\_\_

*Jennifer Carbuccia*

*5-1-15*

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial \_\_\_\_\_

District Initial \_\_\_\_\_

*[Handwritten initials]*



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**APPENDIX M: PAYROLL & FINANCIAL SOFTWARE MEMORANDUM OF  
UNDERSTANDING**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*

~~MEMORANDUM OF UNDERSTANDING  
By and Between  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
And the  
SAN DIEGO EDUCATION ASSOCIATION  
For Implementation of District Wide Applications of Payroll and Financial  
Software~~

~~The purpose of this Memorandum of Understanding is to set forth the terms and conditions for implementation of new contract language regarding sick leave accrual, visiting teacher sick leave accrual, and summer school sick leave accrual.~~

~~The parties acknowledge that implementation of the Payroll and Financial Software requires changes in negotiated contract language in the subject areas specified in the preceding paragraph. Therefore, the parties agree to negotiate new language to be included in the successor contract to the 1998-2001 Agreement. This new language will be effective (actually implemented) when the new software system is fully operational; however, prior to that event, the language of the 1998-2001 contract shall remain in full force and effect.~~

~~The parties acknowledge that the implementation of the Payroll and Financial Software is~~

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party’s ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial AL  
District Initial NB

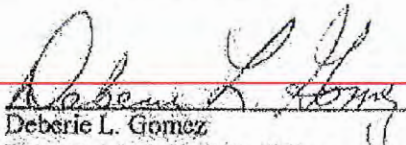
**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

~~a scheduled event that is subject to delays as a result of testing of the software in the new system. Testing is expected to begin on or about November 1, 2003 and implementation is targeted for February 1, 2004. Until the new Payroll and Financial Software is fully operational (i.e., in a manner that fully implements newly negotiated language in the successor agreement) relevant contract language in the 1998-2001 Agreement shall remain in full force and effect.~~

~~If the Payroll and Financial Software ultimately is not implemented, relevant contract language in the 1998-2001 Agreement shall remain in full force and effect.~~

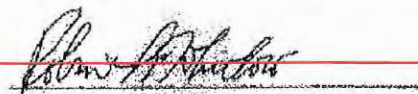
**FOR THE DISTRICT:**

Dated: 5/5/03

  
Deberie L. Gomez  
Deputy Administrative Officer  
Human Resource Services  
San Diego Unified School District

**FOR THE ASSOCIATION:**

Dated: 5 May 2003


  
Robin Whitlow  
Executive Director  
San Diego Education Association

030502 MOUNewSoftware-SickLeave

**FOR SDEA**


  
Tim Hill

Date: 5-1-15


  
Ron Reese

Date: May 1, 2015

**FOR THE DISTRICT**

  
Mark Bresee

Date: 5/1/15

  
Jennifer Carbuca

Date: 5-1-15

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial AL  
District Initial MB



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**APPENDIX O: GOMPERS HIGH SCHOOL MEMORANDUM OF  
UNDERSTANDING**

The San Diego School Education Association ("SDEA") and San Diego Unified School District ("District") have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

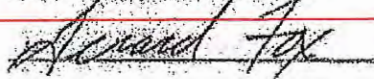
*Italicized language set forth below expresses the parties' intent, and will not be incorporated into the SDEA CNC.*

**MEMORANDUM OF UNDERSTANDING  
By and between  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
And the  
SAN DIEGO EDUCATION ASSOCIATION  
For the  
GOMPERS HIGH SCHOOL**

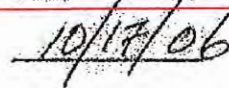
~~The parties agree that if Gompers High School is closed as a comprehensive high school effective at the end of the 2006-2007 school year, then unit members assigned to Gompers High School shall receive right of first refusal, as defined in the 2005-2006 Collective Bargaining Agreement.~~

~~This right shall apply until September 1, 2007.~~

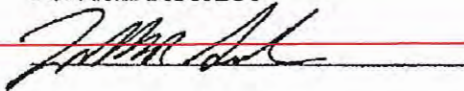
FOR THE ASSOCIATION

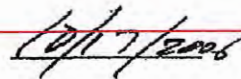


DATE




FOR THE DISTRICT





*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial 

District Initial 

**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-1-15

Ron Reese  
Ron Reese

Date: May 1, 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/1/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5-1-2015

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial TH  
District Initial MB



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**APPENDIX P: SDEA MEDICAL SAVINGS EXAMPLE**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*

SDEA Medical Savings Example:  
February 26, 2010

BASE YEAR

Base Year FTE = 7426  
Total Cost = \$69,141,097.00  
Cost per member = \$9,310.68

YEAR #1 with No Changes to the Medical Plan

Current FTE = 7426  
Total Cost = \$74,327,481.00  
Cost per member = \$10,009.09

YEAR #1 with Changes to the Medical Plan:

Current FTE = 7426  
Total Cost = \$71,906,740.88  
Cost per member = \$9,683.11

SAVINGS

~~Savings is determined by comparing the Medical Plan without changes to the Medical Plan with changes.~~

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SDEA Initial   *ll*    
District Initial   *MB*

**Tentative Agreement**  
**Between San Diego Unified School District and**  
**San Diego Education Association**  
**2014 Successor Collective Negotiations Contract**

The Medical Cost without changes (\$10009.09) minus the Medical Cost with changes (\$9683.11) equals the savings per member (\$325.68):

Using the example above the savings per member is: \$325.98

Total Medical Savings equals the current FTE times the savings per member:  
 $FTE 7426 * \$ 325.98 = \$2,420,740.12$

In order to determine the percent increase pay to bargaining unit members in a lump sum the parties agree to take the Medical Savings divided by the amount one (1%) percent of salary equals:

The formula used is:  $\$2,429,740.121 / \$5,500,000 = 0.44\%$   
Percent increase used to create the lump sum payment for bargaining unit members = 0.44%

General Information

**Note:** Any unilateral changes to the medical plan by VEBA after the parties ratify the Agreement will impact on the medical benefit savings in this example.

**Note:** Savings may also occur due to a reduction in the number of FTE's in **Year 1** from the **Base year**.

**Note:** The total medical cost for each year is derived by adding the costs of all three (3) medical plans (Kaiser, HMO, and POS) available.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-1-15

Ron Reese  
Ron Reese

Date: May 1, 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/1/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5-1-15

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial J  
District Initial MB



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**APPENDIX R: AGREEMENT EXTENDING CONTRACT & 2012/2013 LAYOFF  
& RESTORATIONS**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 1, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*

Appendix-R

~~**TENTATIVE AGREEMENT BETWEEN  
SAN DIEGO EDUCATION ASSOCIATION  
AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT**~~

~~**JUNE 19, 2012**~~

*~~This tentative agreement shall not be effective until and unless it has been ratified by SDEA and the SDUSD Board of Education. By their signatures herein the SDEA and SDUSD bargaining teams acknowledge they are entering into a good faith commitment to support this Agreement.~~*

~~**A. Rules for Bargaining (See attachment #1)**~~

~~The parties agree that each of them has the authority to carry out the provisions of this Agreement and neither party will act unilaterally contrary to its terms, nor the terms of the ground rules signed by the parties on June 8, 2012.~~

~~**B. 2012-13 Layoffs**~~

~~Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party’s ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.~~

SDEA Initial   *J*  

District Initial   *NB*



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

~~The District will recall all 1,372 unit members in the K-12 program. 1,090 unit members of the total of 1,372 noticed unit members will be sent a written notice of recall by June 30, 2012. The remaining unit members will be sent a written notice by June 30, 2012 that they will be recalled as budgeted positions become available and, in no event, later than September 30, 2012. These recalls are subject to the rights of units members released in May 2011 and who did not return to the District in 2011-12.~~

~~Any unit member not placed in a budgeted position by June 30, 2012 will be made whole on the condition that the affected unit members participate in the certificated substitution program prior to placement in a regular budgeted position. The large majority of all unit members will be reappointed to regular positions with the goal of returning them to their prior positions.~~

~~The District will restore 109 FTE of unit members in the Early Childhood Education (ECE) Program on or before June 30, 2012. The District and SDEA share a commitment to the ECE Program and will work jointly to seek full funding from state and federal sources. The District is pursuing additional funding by applying for ECE slots for children abandoned by a number of local agencies. Positions for unit members in ECE will be restored upon successful applications for those slots. The ECE Program restorations will occur upon confirmation of the allocation of sufficient federal and state funds to provide for reappointment of unit members.~~

**C. If either or both of the November 2012 Tax Initiatives Pass and/or BRL/ADA is increased during the term of these Agreements**

- ~~1. The 2% salary increase scheduled to take effect on July 1, 2012, the 2% salary increase scheduled to take effect on January 1, 2013 (except as noted below), and the 3% salary increase scheduled to take effect on June 30, 2013 will be deferred and if not~~

Appendix R  
(continued)

~~implemented by the end of the agreed to term of these contracts shall roll over into a successor agreement after June 30, 2014.~~

- ~~2. SDEA unit members will continue to have 5 furlough days during the term of these Agreements. To the extent allowed by law, furlough days will be scheduled on student~~

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SDEA Initial RL

District Initial WB



**Tentative Agreement**  
**Between San Diego Unified School District and**  
**San Diego Education Association**  
**2014 Successor Collective Negotiations Contract**

~~instructional days. SDEA and the District will jointly determine when furlough days are to be scheduled.~~

~~3. Removal of Furlough Days, Restoration of Deferred Salary Raises and Additional Salary Increases~~

- ~~a. With available funds from 57% of any permanent ongoing increase in the then current fiscal year over and above the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) set by the State Budget for fiscal year 2012-13 (\$5,321.11 as the base for the term of the Agreements) the following will occur in order:~~
- ~~i. First, the salary increase scheduled to take effect on January 1, 2013 will occur up to 2% based on available funds. If there is additional ongoing BRL/ADA authorized for the 2012-13 fiscal year, and the District actually receives the revenue after July 1, 2013, a retroactive salary payment will be made from January 1, 2013 forward. The retroactive payment and implementation of this salary increase will occur when the revenue is actually received.~~
  - ~~ii. Next, a furlough day will be restored with the corresponding salary until all furlough days are restored to school/work days (cost: \$2,250,000.00 for the unit per day restored). (See also C below.)~~
  - ~~iii. Next, if the increase to the funded BRL/ADA is not enough to restore a complete furlough day, or the percent increase to the BRL/ADA is greater than that necessary to restore all furlough days, then the remaining percentage increase shall be used to immediately implement the restoration of the remaining deferred salary increases proportionately (e.g. funding would only fund 1% instead of 2%).~~
  - ~~iv. Once the funded BRL/ADA is greater than that necessary to restore all furlough days and all deferred salary increases, then the remaining percentage increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage.~~

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SDEA Initial   *g*  

District Initial   *NB*



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

4. ~~In any event, if the initiative(s) passes, and in acknowledgement of unit members who otherwise would not be eligible for step increases in 2013-14, the last step on all columns of all salary schedules will be increased 1% effective July 1, 2013. The total amount is not to exceed \$2 million.~~

Appendix R  
(continued)

~~\*If the Munger Tax Initiative is enacted and impacts, supersedes, or otherwise alters the Governor's Tax Initiative, the parties shall immediately meet to discuss and make all reasonable efforts to address the differences and funding consequences of that initiative. The intent is carry out this Agreement, but with accommodations for a different funding stream.~~

**D. Other Means to Restore Furlough Days & Instructional Days**

~~SDEA and the District share the objective of restoring the furlough days to all unit members and restoring the full school year for students. It is recognized that the District receives revenue from a number of sources in addition to BRL/ADA. Should unanticipated unrestricted revenues (not BRL/ADA as defined in this Agreement) become available from currently unknown sources or net savings from the Retirement Incentive Program (see Section H., below), the funding will be used to restore school days/furlough days in either fiscal year of this Agreement for which the funds are available and applied proportionally in line with funding received.~~

**E. If both November 2012 Tax Initiatives Fail and the BRL/ADA decreases**

1. ~~The July 1, 2012, January 1, 2013, and June 30, 2013 salary increases incorporated into the current 2012-13 contract will be deferred and, if not implemented by the end of the term of this Agreement, shall rollover into a successor Agreement. In addition, there will continue to be 5 furlough days in both the 2012-13 and 2013-14 fiscal years. To the extent allowed by law, furlough days will be scheduled on student instruction days. SDEA and the District will jointly determine when furlough days are to be scheduled.~~
2. ~~In the event both of the November 2012 Tax Initiatives fail and the state budget revenues trigger K-12 reductions to the current \$5,321.11 BRL/ADA, then bargaining unit members shall be furloughed up to 14 additional days with corresponding salary reductions, in the same rates as calculated in fiscal years 2010-11 and 2011-12, for each furlough day during the 2012-13 contract year.~~

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial JD  
District Initial MB



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

- ~~a.— If the SDUSD 2012-2013 funded Base Revenue limit (BRL) per unit ADA is reduced by \$0.00-31.50, the work year shall be reduced by 1 day.~~
- ~~b.— If the SDUSD 2012-2013 funded Base Revenue limit (BRL) per unit ADA is reduced by \$31.51-63.00, the work year shall be reduced by 2 days.~~
- ~~e.— If the SDUSD 2012-2013 funded Base Revenue limit (BRL) per unit ADA is reduced by \$63.01-94.50, the work year shall be reduced by 3 days.~~
- ~~d.— If the SDUSD 2012-2013 funded Base Revenue limit (BRL) per unit ADA is reduced by \$94.51-126.00, the work year shall be reduced by 4 days.~~
- ~~e.— If the SDUSD 2012-2013 funded Base Revenue limit (BRL) per unit ADA is reduced by \$126.01-157.50, the work year shall be reduced by 5 days.~~
- ~~f.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$157.51-189.00, the work year shall be reduced by 6 days.~~
- ~~g.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$189.01-220.50, the work year shall be reduced by 7 days.~~
- ~~h.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$220.51-252.00, the work year shall be reduced by 8 days.~~

Appendix R  
(continued)

- ~~i.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$252.01-283.50, the work year shall be reduced by 9 days.~~
  - ~~j.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by than \$283.51-315.00, the work year shall be reduced by 10 days.~~
  - ~~k.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$315.01-346.50, the work year shall be reduced by 11 days.~~
  - ~~l.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$346.51-378.00, the work year shall be reduced by 12 days.~~
  - ~~m.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$378.01-409.50, the work year shall be reduced by 13 days.~~
  - ~~n.— If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$409.51-441.00, the work year shall be reduced by 14 days.~~
- ~~3.— Furlough days implemented based on a partial reduction in BRL/ADA (e.g., reduction is \$25.00 instead of \$31.50) will be implemented as full days. However, 66% of the difference between actual reduction in BRL/ADA and the top of the applicable range will be paid as a one-time payout to each unit member proportionally based on each~~

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SDEA Initial   *Q*  

District Initial   *MB*



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

~~member's then current salary and work year/FTE after the District has received final notification of the annual BRL/ADA.~~

- ~~4. "Base Revenue Limit (BRL) per unit of ADA" or "BRL/ADA" as used herein refers to the District's actual unrestricted ongoing funded base revenue limit per unit of average daily student attendance, after all deficit factors have been applied, including but not limited, to deficit reduction, equalization, and any other ongoing unrestricted changes to state school funding units of ADA. (Current projected amount from SDCOE: \$5,321.11 per ADA.) That term is used and calculated in the state budget adopted and signed by the Governor in summer 2012 and 2013.~~
- ~~5. The District will proceed in bargaining with other units seeking the same number of furlough days stated herein or their equivalent reductions.~~
- ~~6. The parties agree that they will jointly review the impact of BRL/ADA loss of revenues to the District and begin meeting once the Governor issues the January 2013 State Budget statement. The net decrease in revenues will determine the number of furlough days for 2013-14.~~
- ~~7. The parties agree that each of them has the authority to carry out the provisions of this Agreement and neither party will act unilaterally contrary to its terms, nor the terms of the ground rules signed by the parties on June 8, 2012~~

**F. Exception to Furlough Days for Unit Members Assigned to Child Development Centers**

~~Unit members assigned to Child Development Centers will be furloughed for no more than 2 days in anyone fiscal year of these Agreements. Unit members assigned to Child Development Centers are included in provisions of these Agreements related to the restoration of furlough days.~~

Appendix R  
(continued)

**G. Professional Development**

*Tentative agreements on any one item are subject to agreement on the entire package; the entire package is subject to each party's ratification process. Parties agree that all tentative agreements are subject to change with mutual agreement prior to final agreement.*

SDEA Initial   *JD*    
District Initial   *MB*



**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

~~Provided there is no loss in federal funds, the District will provide 1 day of professional development on every campus at pro-rata pay to all unit members during the 2012-13 year. The professional development is to occur on a non-workday. In January 2013, federal funding will be confirmed. At this time, a joint review will take place with the goal of funding a second day of professional development on common core standards to be implemented at every campus for all unit members. Differentiated training for nurses will be provided. This professional development program will be jointly created and reviewed after the federal funding is confirmed. The District will provide release for those SDEA unit members (up to 10) participating in the creation and review of the professional development program.~~

**H. Retirement Incentive**

~~The District will provide a retirement incentive to the first 300 eligible unit members per year, and may provide to remaining eligible unit members based on cash availability, a one-time \$25,000 bonus paid in fiscal year 2012-13 or 2013-14, i.e., the first year of retirement, to unit members who:~~

- ~~1. Are age 55 or more and have at least 25 years of service in positions(s) in the bargaining unit, and
  - ~~a. Notify the District by August 1, 2012 of their intent to participate in the retirement incentive, and then complete the necessary CalSTRS paperwork and resignation for purposes of retirement, before the first day of the 2012-13 school year. All unit members who were employed in the 2011-12 school year and retire prior to the start of the 2012-13 school year will receive this incentive.~~
  - ~~b. Or notify the District by March 1, 2013 of their intent to participate in the retirement incentive, and then complete the necessary CalSTRS paperwork and resignation for purposes of retirement by June 30, 2013.~~~~

~~In the event that the District realizes net savings as a result of the Retirement Incentive Program, the District will commit the net savings to the restoration of the full work year for all unit members and full school year for students. See Section D., above.~~

**I. Term of the Contract**

~~The parties agree to a new 1-year Agreement to begin July 1, 2013 and extend through June 30, 2014. All other terms of the 2010-13 contract will remain in full effect for the 2013-14 contract except as provided for in this Agreement. All dates within the contract will be changed as appropriate in the new Agreement. Example: Section 34.3 of the contract is continued with~~

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~~corrected dates for the 2012-13 and 2013-14 school years.~~

**J. Health Care Trust Fund for Laid Off Unit Members**

~~Any unit member (K-12 or ECE) who is not placed in a budgeted position before July 1, 2012 will maintain uninterrupted healthcare benefits for up to three months, on a pro-rata basis, if that unit member was noticed in 2012 for lay-off in 2012-13. In exchange, SDEA waives any and all~~

Appendix R  
(continued)

~~claims to the alleged premium savings realized under the February 26, 2010 Agreement and withdraws Grievance G-11-040 with prejudice concerning the health and welfare benefit plan changes implemented as the result of the February 26, 2010 Agreement. SDEA and the District agree that the fund will be maintained in the Budget Set Aside account during the next two fiscal years. The District will set aside \$1.5 million in each fiscal year of these Agreements. In either of those fiscal years, if there is a certificated RIF, the set aside funds will be used in July, August, and September of the ensuing fiscal year to pay for extended healthcare benefits. Before the end of these Agreements the parties will establish and maintain a trust fund, with costs paid from the fund, for the purpose of extending healthcare benefits to unit members who may suffer a layoff in future years beyond the term of these Agreements. The trust fund will be established with the residual funds minus the costs of establishment and administration. In any fiscal year, if there is a certificated RIF, the trust fund will be used in July, August, and September of the ensuing fiscal year to pay for extended healthcare benefits. The fund will be managed similarly to the Retiree Medical Benefits Fund; a joint SDEA-SDUSD Board of Trustees will be responsible for investing and administering the assets of the trust.~~

**K. Joint Committee on Budget**

~~The parties will establish a Joint Committee which will consist of four members from each party to meet on an "as needed" basis, but not less than once per year, to provide and discuss information on the State Budget and the District Budget. The parties may also make suggestions on budget solutions for cost cutting and plan for implementation of any solutions, such as attrition, not filling of vacant positions, or other staff reductions. The parties agree to this process, however, this section will not be included in the contract.~~

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**Tentative Agreement  
Between San Diego Unified School District and  
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2014 Successor Collective Negotiations Contract**

For SDEA:

Terry P. Pesta  
Terry Pesta, Bargaining Chair  
6/19/12

For SDUSD:

Bill Kowba  
Bill Kowba, Superintendent  
Lauren M. Schaefer  
Approved as to form

Approved in public meeting of the  
Board of Education of the San Diego  
Unified School District on 6/22/12  
Cheryl Ward for  
Cheryl Ward, Board Action Officer  
Board of Education

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**Tentative Agreement  
Between San Diego Unified School District and  
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Appendix R  
Attachment 1

Agreement for Limited Negotiations for 2012 -13

The parties recognize that the Collective Bargaining Contract between the Board of Education San Diego Unified School District and the San Diego Education Association, hereinafter referred to as ["the Contract"] is in full force and effect until June 30, 2013.

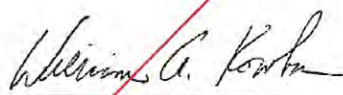
The parties agree to meet and negotiate for the sole purpose of:

1. providing for the recall of the currently laid off ~~teachers~~ <sup>educators</sup> by possibly redirecting funds from salary schedule increases for 2012-13 and/or possibly continuing furlough days for the 2012 -13 school year;
2. modifying the dates for Post and Bid;
3. providing continued health care coverage for ~~teachers~~ <sup>educators</sup> not recalled before July 1, 2012;
4. providing a retirement incentive bonus;
5. providing for per diem compensation for district provided training to augment educator pay;
6. providing for the extension of the term of the contract until June 30, 2015; and
7. possible settlement of grievance related to healthcare.

Good faith negotiations on these items and these items alone shall begin no later than June 10, 2012 in order to reach agreement on the manner and timing of the agreements on the seven (7) items listed above. If the parties are unable to reach a mutual agreement on one or more of the topics listed above, all other terms of "the Contract" shall continue in full force and effect without change or unilateral action by either of the parties.

Except for possible modifications to the seven (7) items listed above, all other matters within the scope of bargaining have been negotiated and agreed upon.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and Association.



For the District

Date 6/8/12



For the Association

Date 6/8/12

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**Tentative Agreement  
Between San Diego Unified School District and  
San Diego Education Association  
2014 Successor Collective Negotiations Contract**

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5-1-15

Ron Reese  
Ron Reese

Date: May 1, 2015

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/1/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/1/15

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**APPENDIX S: LIST OF UNDUPLICATED COUNT SCHOOLS FOR 2015-2016**

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on May 5, 2015. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

*Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA CNC.*


**Appendix S:**

The following schools have unduplicated counts of 90% or greater for the 2015-2016 school years and are subject to terms Article 13.5.1.

Elementary Schools:

<u>Adams</u>	<u>Encanto</u>	<u>Linda Vista</u>
<u>Audubon</u>	<u>Euclid</u>	<u>Logan</u>
<u>Baker</u>	<u>Fay</u>	<u>Marshall Elementary</u>
<u>Balboa</u>	<u>Field</u>	<u>Normal Heights</u>
<u>Burbank</u>	<u>Freese</u>	<u>Oak Park</u>
<u>Carson</u>	<u>Garfield Elementary</u>	<u>Parks</u>
<u>Carver</u>	<u>Golden Hill</u>	<u>Perkins</u>
<u>Central</u>	<u>Hamilton</u>	<u>Porter</u>
<u>Chavez</u>	<u>Horton</u>	<u>Rodriguez</u>
<u>Cherokee Point</u>	<u>Ibarra</u>	<u>Ross</u>
<u>Chollas/Mead</u>	<u>Johnson</u>	<u>Sherman</u>
<u>Edison</u>	<u>Joyner</u>	<u>Valencia Park</u>
<u>Emerson/Bandini</u>	<u>Kimbrough</u>	<u>Webster</u>

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**Tentative Agreement  
Between San Diego Unified School District and  
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Middle Schools:

Clark  
Knox Middle  
Mann

Memorial Preparatory  
Millennial Tech  
Montgomery

Wilson

While the following elementary schools do not meet the 90% unduplicated count threshold for 2015-2016, they are subject to Article 13.5.1 for the 2015-2016 school year:

Fulton  
Lafayette

Rolando Park  
Rowan

Washington

The list of schools unduplicated counts of 90% or greater shall be updated in December 2016.

**FOR SDEA**

Tim Hill  
Tim Hill

Date: 5/5/15

Lindsay Burningham  
Lindsay Burningham

Date: 5/5/15

**FOR THE DISTRICT**

Mark Bresee  
Mark Bresee

Date: 5/5/15

Jennifer Carbuccia  
Jennifer Carbuccia

Date: 5/15/15

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