

**San Diego Unified School District
Proposal to the
San Diego Education Association
Proposal**

**Article 32 (Visiting Teachers)
SDEA Proposal Passed August 21, 2014
District Counter Proposal Passed September 30, 2014**

The District has previously expressed its strong interest in establishing a Visiting Teacher Academy. The vision for an Academy is an ongoing program whereby Visiting Teachers will be selected to work every workday, at a negotiated rate above the daily rate for Visiting Teachers, to engage in professional development, to plan enrichment lessons, and to deliver those lessons to the students of regular classroom teachers released for the purpose of grade/department-level planning and collaboration. This would also serve as a pipeline for Visiting Teachers to move into regular contracted positions, and would be consistent with SDEA's stated interests of having more elementary student enrichment classes and more planning time.

While the District's interest in a Visiting Teacher Academy is strong, this proposal does not include any change in contract language to implement a Visiting Teacher Academy as envisioned. There are two related reasons for this: 1) for at least the short term, the District continues to have very limited financial resources, and must be very selective when committing these resources to new, ongoing programs; and 2) SDEA has expressed a similar concern, questioning whether establishing a Visiting Teacher Academy would disproportionately impact the ability to commit available dollars to other priorities.

To reiterate, the District continues to have an interest in a Visiting Teacher Academy. The District plans to offer professional development to Visiting Teachers in the current year, beyond the level provided in previous years, but that plan does not require a change in contract language.

The District's proposed changes to the Visiting Teacher article are shown below.

ARTICLE 32: VISITING TEACHERS

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.

- 32.2.2. 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.
- 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.
- 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.

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Deleted: 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. -

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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.

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:

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.

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.

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 posting periods, leave replacement unit members and visiting teachers may submit bids for posted positions. 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.

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Deleted: in each posting period.

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.

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.

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:

- 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.