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MS. RANDI E. DROPKIN

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reduction

Alva Rivera Ext 111

COLLECTIVE NEGOTIATIONS CONTRACT

between the

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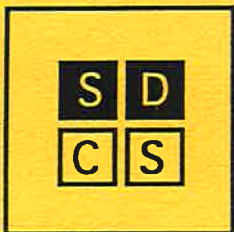
BOARD OF EDUCATION

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SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

SAN DIEGO TEACHERS ASSOCIATION



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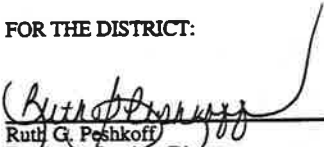
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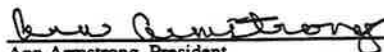
JULY 1, 1995 through JUNE 30, 1998

COLLECTIVE NEGOTIATIONS CONTRACT
BETWEEN
THE SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
THE SAN DIEGO TEACHERS ASSOCIATION


The following Agreement for the **1995-1998** school years has been reached by designated representatives of the Board of Education and the San Diego Teachers Association in accordance with the California Educational Employment Relations Act.


FOR THE DISTRICT:

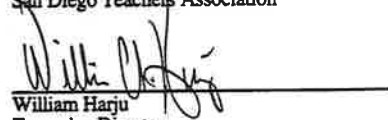

Ruth G. Peshkoff
Employee Services Director
San Diego Unified School District


Ann Armstrong, President
Board of Education
San Diego Unified School District

FOR THE ASSOCIATION:


William Crane
President
San Diego Teachers Association


Dianne Jones
Bargaining Team Chair
San Diego Teachers Association


William Harju
Executive Director
San Diego Teachers Association

Date adopted by the Board of Education:

March 12, 1996

Date ratified by the Association:

February 9, 1996

RGP:ph

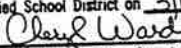
Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 3/12/96

Cheryl Ward, Recording Secretary
Board of Education

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ARTICLE 1. AGREEMENT

The articles and provisions contained herein and the appendices attached hereto constitute the bilateral and binding contract by and between the San Diego Unified School District (District) and the San Diego Teachers Association/California Teachers Association/National Education Association (Association), an employee organization.

ARTICLE 2. RECOGNITION

Section 2.1: DISTRICT RECOGNIZES ASSOCIATION

The District recognizes the San Diego Teachers Association (SDTA/CTA/NEA) as the sole and exclusive bargaining representative for all certificated employees employed in the Teachers Bargaining Unit in accordance with the certification issued by the Public Employment Relations Board (PERB) on March 21, 1977, in case number LA-R-89, and as modified on November 14, 1994, in case number LA-UM-575, pursuant to PERB-conducted, secret ballot elections.

NOTE: A mutually agreed-upon list of all certificated job classes included in the certificated bargaining unit shall be included and maintained in an appropriate District Procedure.

Section 2.2: EXCLUSIONS

Excluded are all classified, management, supervisory and confidential classes.

Section 2.3: ESTABLISHING OR ABOLISHING CLASSES

Before establishing or abolishing any certificated job class, the District will advise the Association of its intended action. The determination of bargaining unit, management, confidential or supervisory classes or positions within classes within the certificated service shall be made by mutual agreement between the District and the Association. Disagreements shall be resolved by appeal to the Public Employment Relations Board (PERB) as provided by law.

Section 2.4: SUBCONTRACTING

The District agrees not to subcontract or contract out work which would result in the layoff or reduction in hours of current employees in the bargaining unit.

ARTICLE 3. DEFINITIONS

Section 3.1: GENERAL DEFINITIONS

The following general definitions apply to all articles of this Contract:

- 3.1.1. "Agreement" means the Collective Negotiations Contract between the San Diego Unified School District and the San Diego Teachers Association, CTA/NEA.
- 3.1.2. "Association" means the San Diego Teachers Association, CTA/NEA.
- 3.1.3. "Board of Education" means the Board of Education of the San Diego Unified School District.
- 3.1.4. "Daily Rate of Pay" is a divisor for salary deduction used in calculating salaries for contract unit members serving less than a full school year. For 1995-1998 the divisor is 184.
- 3.1.5. "Day" or "Workday" is any day when the unit member is scheduled to be on duty and the central administrative offices of the District are open for business.
- 3.1.6. "Department Head" means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all certificated and classified employees assigned to the department.
- 3.1.7. "District" means the San Diego Unified School District also known as San Diego City Schools.
- 3.1.8. "Division" refers to any of the following major organizational units (Divisions): School Services, Human Resource Services, Finance, and Business Services. Division, when used in this Agreement, may mean either the major district organizational unit (Division) or a particular division office empowered to render decisions, responses, or approvals on behalf of the division.
- 3.1.9. "Division Head" refers to the administrator in charge of a division, with total responsibility to manage all affairs of the division including general control of all certificated and classified employees assigned to the division. In the case of the School Services Division, each area assistant superintendent shall be the division head for his/her assigned area.
- 3.1.10. "Intersession Unit Member" is one employed on a temporary basis to teach in an intersession, in a similar capacity to a summer school unit member.
- 3.1.11. "Principal" means the chief executive officer (site supervisor) of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified employees assigned to serve in the school.

Article 3 - DEFINITIONS (continued)

- 3.1.12. "Prorata Pay" is the regular contract unit member's basic 184-day contract salary including special compensation, if any, divided by 184 to determine a daily pay rate. Other than for summer school and intersession rates as defined in this Contract, for assignments of less than eight (8) hours per day, the daily rate shall be divided by eight (8) to determine hourly rate.
- 3.1.13. "Regular Contract Unit Member" is one employed on a continuing ten- (10-) month contract for the number of workdays specified in Section 8.1 of this Contract.
- 3.1.14. "Seniority" of a unit member, unless otherwise herein stated, shall be defined as beginning from the last effective date of employment in a position within the bargaining unit. A person remaining in the employment of the District who leaves the bargaining unit shall continue to accrue seniority in the certificated bargaining unit for up to three (3) years. An authorized leave of absence shall not constitute a break in service for seniority purposes. Further, any unit member whose resignation has been rescinded or who is reemployed without a break in service shall be afforded accrued seniority.
- 3.1.15. "Summer School Unit Member" is one employed on a temporary basis to teach in a summer school or extended school year instructional program.
- 3.1.16. "Superintendent" means the Superintendent of Schools of the San Diego Unified School District.
- 3.1.17. "Supervisor" means the principal or other management employee responsible for general control and supervision of certificated and classified staff.
- 3.1.18. "Unit Member" refers to any employee who is included in the certificated employees' bargaining unit and, therefore, covered by the terms and provisions of this Agreement.
- 3.1.19. "Visiting Teacher" is a credentialed unit member employed to work in the absence of a regular contract unit member.
- 3.1.20. "Year-Round Program Unit Member" is one employed as a regular contract unit member but whose days of service, as defined in this Agreement, are distributed over the twelve- (12-) month year-round school program or a twelve- (12-) month services program.

ARTICLE 4. NEGOTIATION PROCEDURES

Section 4.1: TIMING OF NEGOTIATIONS

Not later than the second Tuesday during the month of March of the year in which this Agreement expires, the Association shall submit its proposal for a successor agreement to the District.

Not later than the third Tuesday during the month of April of the year in which this Agreement expires, the District shall submit its initial proposals.

It is the intent of the Association and the District to commence negotiations no later than the first Tuesday of the month of May.

Section 4.2: CONSULTANTS

The Association and the District may use the services of outside consultants to assist in negotiations.

Section 4.3: SCHEDULING BARGAINING SESSIONS

Negotiations shall take place at mutually agreeable times and places.

Section 4.4: RELEASED TIME FOR NEGOTIATIONS

The Association may designate seven (7) representatives who will be empowered to negotiate with the District. Additional numbers of representatives may be mutually agreed upon by the Parties. When negotiations with the District are scheduled during working hours, association representatives will be released from work without loss of pay.

Section 4.5: AUTHORITY TO BARGAIN

The Association and the District agree to confer on their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Section 4.6: TENTATIVE AGREEMENTS

During negotiations, when tentative agreement is reached on an item, it will be reduced to writing and signed by the Parties. Tentative agreements may be withdrawn by either Party at any time until a total agreement is reached. All tentative agreements are subject to ratification by the Association and adoption by the District.

ARTICLE 5. EMPLOYEE ORGANIZATION RIGHTS

Section 5.1: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of school buildings and facilities upon reasonable notice by the Association to the District. Every unit member will be provided a mail box.

Section 5.2: BULLETIN BOARDS

The District will make available one bulletin board at each site for Association use in a location mutually approved by the principal and the Association. The Association may provide additional bulletin boards by mutual agreement with the site administrator. Bulletin boards will be placed in areas which are not normally used by students and public, but where unit members congregate.

Section 5.3: ACCESS TO DISTRICT PREMISES

Authorized officials and staff of the Association, not assigned to the site, shall be granted access to district premises for the purposes of administration of this Agreement, for the processing of grievances, and for conduct of appropriate association business under the following conditions:

- 5.3.1. Visits to unit members for the purpose of conducting official association business shall be confined to non-working hours. For unit members on a six- (6-) hour, thirty five- (35-) minute workday, non-working hours are defined as before and after the assigned hours of work and during lunch periods. When the on-site workday includes a designated rest break, the rest break shall be considered non-working time.
- 5.3.2. The principal or department head, or his/her designee, shall be notified immediately upon arrival of the association staff representative and prior to the conduct of association business.
- 5.3.3. Visits to unit members for the purpose of processing grievances may be made during working hours by prearrangement with the principal or department head. The principal or department head shall provide areas for such grievance processing. Such visits shall be scheduled at a time which will not interfere unreasonably with the operation of the District's business and will comply with notice rights stated in Section 5.3.1.
- 5.3.4. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging on the work or privacy of other employees, and the location shall be determined by mutual agreement between the designated association representative and principal or department head, or designee. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the association staff representative's business.

Article 5 - EMPLOYEE ORGANIZATION RIGHTS (continued)

- 5.3.5. When mutually agreed between the Association and the Human Resource Services Division, matters of common concern to the Association and the District may be discussed with unit members at appropriate times and places on school sites or in district departments.
- 5.3.6. Authorized officials and staff of the Association, not assigned to the site, may conduct official association business with principals and department heads at any time which is mutually agreed.
- 5.3.7. In the event that there are problems or concerns with the Association's access to district premises, either on the part of the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.

Section 5.4: ASSOCIATION LEAVE

- 5.4.1. Upon request of the Association, the District will grant one (1) unpaid leave of absence to a member of the Association. This leave will be for two (2) years. Upon request of the Association, this leave shall be extended for two (2) years.
- 5.4.2. The Association may request additional days of unpaid, released time for members of the bargaining unit.
- 5.4.3. The Association shall have an unlimited number of workdays per fiscal year (July 1 - June 30) of leave to use for association business. However, the number of days used by an individual unit member for association business cannot exceed ten (10) days. The Association will reimburse the District for the cost of each visiting teacher's salary. In the event that there are problems or concerns with the implementation of association leaves, either by the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.
- 5.4.4. The length and time of the leave shall be by mutual agreement of the Association and the Assistant Superintendent, Human Resource Services Division, in consultation with the site supervisor.
- 5.4.5. The Association shall submit written requests for all such leave sufficiently in advance of the request to ensure that consultation/notification can take place with the site and provisions made for visiting teacher coverage.
- 5.4.6. Summer school unit members elected as NEA delegates may attend scheduled activities if unit members find a qualified visiting teacher to replace them. Absences for such activities shall not exceed five (5) workdays.

Article 5 - EMPLOYEE ORGANIZATION RIGHTS (continued)

Section 5.5: BARGAINING UNIT NAME/ADDRESS LISTS

The District will provide the Association with names and addresses of all unit members in alphabetical order within cost center no later than October 15 each year. Available addresses and telephone numbers will be provided in those cases where privacy has not been requested. These lists shall be updated and forwarded to the Association, without cost, on a monthly basis, October through June. The District will supply the Association with an alphabetical list of the available names and addresses of unit employees no later than September 15 of each school year.

Section 5.6: ASSOCIATION REPRESENTATIVES

The Association shall designate, in writing, one (1) association representative and one (1) official alternate for each work location.

5.6.1. The Parties agree that the association representatives shall have the following responsibilities:

5.6.1.1. To represent the Association at the site, center, or program to the site administrator or supervisor.

5.6.1.2. To conduct association business on the school site, center, or program at reasonable and appropriate times and places.

5.6.2. The Parties agree that the association representative shall have the right to reasonable use of the District's phones for association business and to perform association responsibilities free from discrimination based upon protected union activity.

Section 5.7: ASSOCIATION MEETINGS

At the request of the Association, two (2) Wednesdays per month shall be reserved for association meetings. Exceptions may be made when mutually agreed. The Association shall notify the Human Resource Services Division of the selected dates prior to the first day of school each year.

On one (1) day per month, upon mutual agreement between the principal and association representative, an association site meeting may be held. Meetings shall not conflict with instructional or supervisory duties.

Districtwide programs which elect association representatives such as speech pathologists, counselors, nurses, or psychologists shall be entitled to conduct association meetings of reasonable duration immediately prior to or upon the conclusion of job-alike meetings called by the District.

Article 5 - EMPLOYEE ORGANIZATION RIGHTS (continued)

Section 5.8: RELEASE TIME FOR ASSOCIATION MEETINGS

Unit members serving as delegates to the Representative Council of the Association, or as members of the Association's Board of Directors, or as members and/or alternates of the Association's bargaining team, shall be allowed to leave their respective buildings as soon as their responsibilities related to the health and welfare of the children are completed on those days when meetings of the Representative Council and the Board of Directors are regularly scheduled. The District will make an effort to permit Child Development Center teachers who are elected to the Association's Representative Council or Board of Directors to arrange their schedules in order to represent their constituents at these association meetings.

Section 5.9: OFFICIAL REPRESENTATIVE LIST

The Association agrees to provide the Assistant Superintendent, Human Resource Services Division, with a list of council representatives and their alternates, officially-designated association representatives and their alternates, association bargaining team members and their alternates, and board of directors members by name and location as soon as possible following the commencement of the school year and any subsequent changes. Recognition will be granted only to those persons whose names appear on the most recent official list supplied by the Association. The Association shall provide the District with a schedule of meetings of Council Representatives and Board of Directors by September 15 each year.

Section 5.10: SALARY SCHEDULE PLACEMENT SUMMARY

Not later than November 25, the District shall furnish the Association with a numerical summary of the placement of personnel on the respective bargaining unit salary schedules as of mid-October.

Section 5.11: DISTRICT BUDGETS

The District will give the Association two (2) copies of the planning and final budgets annually.

Section 5.12: ASSOCIATION REPORTS AND ANNOUNCEMENTS

After the close of faculty meetings, the Association shall be given the opportunity to present reports and announcements.

Section 5.13: SITE MEETINGS WITH ASSOCIATION REPRESENTATIVES

The principal or immediate supervisor of each site, center, or program which employs unit members shall meet upon request with the official association representative to discuss questions relating to the implementation of this Contract. These meetings shall be at a time mutually agreed upon within the representative's regular, on-site workday, but not during instructional time.

ARTICLE 6. DISTRICT RIGHTS

Section 6.1: RIGHTS RESERVED

All rights not specifically enumerated in this Agreement are reserved to the public school employer and may not be a subject of meeting and negotiating, grievances, or restriction on the right of the District to manage the District and to direct its employees and operations.

ARTICLE 7. WAGES

Section 7.1: SALARY RATES

7.1.1. 1995-96 Salary Schedule Adjustment:

- 7.1.1.1. Effective July 1, 1995, the 1994-95 salary rates shall be increased by five percent (5%) retroactive to July 1, 1995.
- 7.1.1.2. Effective March 1, 1996, the 1995-96 salary rates shall be increased by two percent (2%).

7.1.2. 1996-97 Salary Schedule Adjustment:

Effective March 1, 1997, the 1995-96 salary rates shall be increased by two percent (2%).

7.1.3. 1997-98 Salary Schedule Adjustment:

Effective February 1, 1998, the 1996-97 salary rates shall be increased by five percent (5%).

- 7.1.4. During the life of this Agreement, should the District receive new Revenue Limit Equalization Aid and/or Revenue Limit Deficit Reduction funding, the amount received shall be converted into an equivalent rate for all employees. If Equalization Aid and/or Deficit Reduction is on-going, the prorata increase for the teachers unit shall be added to the salary schedule. If Equalization Aid and/or Deficit Reduction is not on-going, the prorata increase for the teachers unit shall be used to calculate an off-schedule bonus in each of the years in which the funds are received.

- 7.1.5. In the event that the Revenue Limit-funded Cost-of-Living Adjustment (COLA) rate as enacted in the 1996-97 or 1997-98 State Budget Acts exceeds four and one-half percent (4.5%), the salary schedule shall be increased by a rate equivalent to the excess.

Section 7.2: ADDITIONAL FUNDS

- 7.2.1. Contingency. In the event that the District receives additional new State funds not covered in Section 7.1. and not precluded in Section 7.2., the Contract Administration Committee shall meet, as necessary, to review and discuss the allocations of these funds to the various budget categories, including unit member salaries. Additional funds subject to this Section include:

New funds received by the District from the State which are noncategorical, nonrestrictive, not based on ADA growth, not from proceeds of the lottery, and do not represent a reimbursement of expenditures made by the District during the current or prior years.

Article 7 - WAGES (continued)

- 7.2.2. Non-grievability. Salary increases, if any, provided as a result of the Contract Administration Committee's deliberation are specifically excluded from Article 15 - Grievance Procedure.

Section 7.3: 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 1995-96, 1996-97, and 1997-98 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 7.4: MEAL CHARGES

The District agrees to pay the meal charges for meals provided by the District and consumed at the Race/Human Relations Outdoor Education 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 7.5: MILEAGE

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

ARTICLE 8. HOURS OF EMPLOYMENT

Section 8.1: CONTRACT DUTY DAYS

The academic teaching year shall consist of no more than one-hundred and eighty-four (184) teaching and non-instructional days. School Psychologist and Senior School Psychologist positions will be assigned a one-hundred and ninety (190) workday calendar. 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 master calendar which includes traditional, single-track and multi-track year-round schedules, non-paid holidays and other non-paid days. It shall be the goal of this Committee to 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 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.

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.

Article 8 - HOURS OF EMPLOYMENT (continued)

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 assistant superintendent, School Services Division).

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 C for part-time certificated assignments.)
- 8.5.2. The forty- (40-) hour workweek for unit members scheduled full time as counselors, librarians, nurses, and similar non-classroom positions shall be, exclusive of a minimum thirty- (30-) minute, duty-free lunch period per day, but inclusive of two (2) fifteen- (15-) minute rest periods per day.

The Parties agree that when there are no scheduled meetings or professional responsibilities requiring the on-site presence or services of the non-classroom teacher, and with the prior approval of the supervisor/principal, such personnel may leave the site at the conclusion of the six- (6-) hour and thirty-five- (35-) minute workday.

Article 8 - HOURS OF EMPLOYMENT (continued)

- 8.5.2.1. Unit members covered by this provision are not required, by contract, to remain on site for eight (8) hours each day. Such unit members may, however, be expected to 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.
- 8.5.2.2. It is not expected that these unit members be required, each day, to obtain approval to leave the site prior to the expiration of an eight- (8-) hour day. Mutual arrangements between such unit members and their supervisors should be worked out for the year.
- 8.5.2.3. This contract language is meant to provide unit members covered by this provision with a greater degree of professional judgment with respect to their workday than has been the case under previous contract language. It is not expected that such unit members would routinely be required to remain on site for eight (8) hours each school day.
- 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.
- 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. Child Development Center teachers 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.

Article 8 - HOURS OF EMPLOYMENT (continued)

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 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 the prorata rate of pay.

Section 8.6: SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS

- 8.6.1. 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.

Article 8 - HOURS OF EMPLOYMENT (continued)

- 8.6.2. 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.
- 8.6.3. 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 8.7: ELEMENTARY PREPARATION TIME

8.7.1. Elementary Preparation Time Program

Elementary school preparation time will be provided through the employment of preparation time teachers.

- 8.7.2. 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.

8.7.2.1. 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.

8.7.2.2. 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.

Article 8 - HOURS OF EMPLOYMENT (continued)

8.7.3. Change in Subject Emphasis

Requests for change in subject emphasis for the following year shall be determined by the shared decisionmaking 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.

8.7.4. Implementation of Preparation Time

8.7.4.1. The release time per classroom teacher should be a minimum of forty-five (45) minutes to an hour per week. Additional preparation time should be given if possible.

8.7.4.2. All classroom teachers, grades K/1, 1-6, special day class teachers, SH, LH, CH, SED, PF, D/HH 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.

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

8.7.4.4. 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.

8.7.5. Rights of Preparation Time Teachers

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

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

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

Article 8 - HOURS OF EMPLOYMENT (continued)

- 8.7.5.4. 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 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.
- 8.7.5.5. 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.
- 8.7.6. **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.
 - 8.7.6.1. 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.
 - 8.7.6.2. The site principal will, after consultation with classroom teachers, select the modified day(s) per month to be set aside for preparation time.
 - 8.7.6.3. 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) vote of the certificated staff.

Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS

The provisions of Section 8.6. 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, and there is no increase in the number of hours per week, as stated in Section 8.6.1.
- 8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.6., and the increase is approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, the division and the Association.

Article 8 - HOURS OF EMPLOYMENT (continued)

8.8.3. If the program is initiated by the Superintendent or the Board of Education within the terms and conditions of the Agreement.

Section 8.9: 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) hours in one (1) academic year shall be compensated on a prorata basis of the day-to-day visiting teacher rate.

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). Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division.

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 decisionmaking 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.

Article 8 - HOURS OF EMPLOYMENT (continued)

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 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 assistant superintendent, School Services Division, by February 1.

ARTICLE 9. HEALTH AND WELFARE BENEFITS

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. Monthly salaried unit members working less than one-half (1/2) time have the option to enroll for medical plan coverage by paying the required fee on a tenthly prorata basis.

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. A unit member who elects coverage under any district-sponsored dental and/or vision plan must make the required tenthly prorata contribution for the plan(s) selected through the end of the calendar year. If coverage under any district-sponsored dental and/or vision plan continues into a subsequent calendar year, the required tenthly prorata contributions for the plan(s) must be made through the end of that calendar year.
- c. Life insurance benefits as described in Section 9.5. shall remain in effect for unit members participating in the job-sharing program.
- d. 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.
- e. All other provisions of this Article shall remain in effect.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

9.1.3. Eligible dependents are:

- 9.1.3.1. A unit member's legal spouse 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 by the San Diego County Schools Voluntary Employee Benefits Association (VEBA) and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through VEBA, self-funded by the District or directly contracted by the District. (A unit member's domestic partner and the domestic partner's children are not eligible for 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.
- 9.1.3.2. 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 has not attained his/her nineteenth (19th) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces.
- 9.1.3.3. 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 less than twenty-five (25) 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/ technical 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) 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 incurred prior to age nineteen (19).

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

- 9.1.4. Effective date and termination of coverage:
 - 9.1.4.1. Coverage commences on the first day of the month following the first day of paid service in a monthly salaried position.
 - 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. Unit member coverage terminates on the last day of the month following the month in which paid service in a monthly salaried position ceases (except that if such paid service ceases in June or July, coverage will continue through September 30 of the same year) or the end of the period for which any required contribution has been made, whichever occurs first.
 - 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.
- 9.1.5. 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, effective January 1, 1994, medical benefits will be offered solely through the San Diego County Schools Voluntary Employee Benefits Association (VEBA).
- 9.2.2. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA through December 31, 1996.
- 9.2.3. The Kaiser, CIGNA Choice Plan B and the CIGNA HMO plan shall be the plans adopted by the Board of Directors of the San Diego County Schools Voluntary Employee Benefits Association (VEBA) as of January 1, 1994, and shall remain in full force and effect for the remainder of this Agreement, unless amended in accordance with the rules and regulations of the VEBA and subject only to modifications made by the VEBA in accordance with the Participation Agreement and the VEBA Governance Document.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

9.2.4. Effective January 1, 1994, the District will provide three (3) medical benefit plan options under the VEBA program to eligible unit members and eligible dependents:

9.2.4.1. Kaiser Foundation Health Plan A with no office copay and a \$5.00 prescription drug benefit.

9.2.4.2. CIGNA HMO

9.2.4.3. CIGNA Choice Plan B

9.2.5. 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. San Diego City Schools Dental Benefits Plan.

9.3.1.2. Western Dental Services.

9.3.1.3. DentiCare.

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

9.3.3. The San Diego City Schools Dental Benefits Plan shall be amended in conformance with the 1993 Board of Education-adopted San Diego City Schools Dental Benefits Plan Document, amended by the Board of Education and approved by the Association effective January 1, 1996.

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 DentiCare 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.

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.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

Section 9.5: LIFE INSURANCE

- 9.5.1. The Fortis Benefits Insurance Company group term life insurance policy 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 policy 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.
- 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 TransAmerica Life Assurance Company. 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 districtwide Health and Welfare Benefits Committee composed of two (2) representatives appointed by each employee organization/group involved. 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.
- 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 Parties agree to research creative ways to reduce the cost of the benefits program.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

Section 9.7: GENERAL

- 9.7.1. Benefits of the San Diego City Schools Dental Benefits Plan referred to in Section 9.3 will be district funded. The district-funded benefit fund will be subject to full guarantees as to its separate integrity from other district funds, and the fund shall be subject to audit by the internal auditor, independent district contract auditors, and the County auditor/controller. The Board of Education, as an elected body, shall provide for the management and control of the funds as a public trust. The District and the Association shall establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either Party may request a quarterly meeting for audit review purposes.
- 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. Under the medical, 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.
- 9.7.4. A mutually agreed-upon claims processing company shall be selected to process claims under the self-funded dental plan of the District.
- 9.7.5. 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.
- 9.7.6. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- 9.7.7. 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) 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:
- 9.7.7.1. 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.
 - 9.7.7.2. The spouse must notify the Employee Benefit Services Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

9.7.7.3. Required contributions must be received by the Employee Benefit 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.

9.7.8. Unit members who are separated due to a reduction in force on or after December 1, 1981, 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.

Section 9.8: RETIREE MEDICAL BENEFITS

9.8.1. The Retiree Medical Benefits 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, except that effective October 1, 1989, and annually thereafter, the District shall deposit to this fund an amount equal to the prior year's deposit (increased by the same percentage by which the teacher's salary schedule is increased, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.5. 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 9.8.4. below.

In addition to the annual deposits set forth in this Section, the District agrees to make a separate, one-time deposit to the Retiree Medical Benefits Fund on October 1, 1995, in the amount of four-hundred eighty-three thousand dollars (\$483,000).

9.8.2. A retiree who meets all of the following conditions will be eligible for this benefit.

9.8.2.1. 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).

9.8.2.2. The employee's retirement effective date with PERS or STRS is on or after July 1, 1985.

9.8.2.3. The employee is under age sixty-seven (67) as of the retirement effective date with PERS or STRS, except that retirees age sixty-five (65) and over whose retirement effective date with 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.

Article 9 - HEALTH AND WELFARE BENEFITS (continued)

- 9.8.2.4. 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.
- 9.8.2.5. 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.
- 9.8.3. Eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age sixty-seven (67), whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- 9.8.4. Annually a new reduction shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Section 9.8.5.) by the expected number of eligible retirees divided by twelve (12). Such amount shall not exceed one-hundred and five dollars (\$105.00) monthly.
- 9.8.5. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Section 9.8.4., 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.
- 9.8.6. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either Party may request a quarterly meeting for audit review purposes.
- 9.8.7. Not less than once every three (3) years, the District shall commission an actuarial valuation of the fund to assess its fiscal soundness over a projected period of 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.
- 9.8.8. 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.

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: ATTENDANCE INCENTIVE

- 10.2.1. Employees working ten (10) months and having more than seven (7) days, eleven- (11-) month employees having more than eight (8) days, and twelve- (12-) month employees having more than nine (9) days of their annual sick leave allocation remaining at the end of the fiscal year will receive twenty (\$20) dollars for each unused day.
- 10.2.2. Additionally, unit members who have perfect attendance for the fiscal year will receive a bonus of one-hundred and fifty dollars (\$150).
- 10.2.3. Unit members using personal necessity leave for religious holiday observances (maximum of three [3] days per school year) will continue to be eligible for the bonus as described in 10.2.2. above, but shall be adversely impacted for the three (3) sick leave days taken as described in 10.2.1. above. In addition, unit members using up to sixty (60) days of industrial accident absence as approved by the worker's compensation insurance carrier shall be eligible for the bonus as described in Section 10.2.2. above as long as no other disqualifying absences are taken.

Section 10.3: SICK LEAVE

- 10.3.1. 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.
- 10.3.2. 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.
- 10.3.3. 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.
- 10.3.4. Accumulation. Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.

Article 10 - LEAVE POLICIES (continued)

- 10.3.5. 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.
- 10.3.6. 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.
- 10.3.7. 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 | 110 days |
| Eleven- (11-) month teachers
and 184 + 24-day teachers | 111 days |
| Twelve- (12-) month teachers
and 184 + 44-day teachers | 112 days |
- 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.
- 10.3.8. Eligibility for Health Leave. When a permanent 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.).
- 10.3.9. 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.
- 10.3.10. Summer School Utilization. Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year.

Article 10 - LEAVE POLICIES (continued)

Section 10.4: PERSONAL NECESSITY LEAVE

A unit member may use up to eight (8) days of accumulated full-salary sick leave benefits described in Section 10.3. in any school year in the following cases of personal necessity:

- 10.4.1. Death in the Immediate Family. Death of a member of the immediate family as defined in Section 10.17. 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.
- 10.4.2. 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.
- 10.4.3. Court Appearance. Appearance in court as a litigant or as a witness.
- 10.4.4. Family Illness. Serious or critical illness of a member of the immediate family (as defined in Section 10.17.) of such an emergency nature that the presence of the unit member is required during the workday.
- 10.4.5. 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.
- 10.4.6. 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.
- 10.4.7. A father, upon the birth of his child, and parents, upon the adoption of a child, may use Personal Necessity Leave.
- 10.4.8. Family School Partnership Leave. To participate in the unit member's children's school activities as set forth in Section 10.21. of this Article.

Section 10.5: PATERNITY AND ADOPTION LEAVE

One (1) day of leave with full pay will be granted to a father upon birth of his 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.

Article 10 - LEAVE POLICIES (continued)

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.
 - 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.
 - 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. 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.
 - 10.6.1.6. 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.

Article 10 - LEAVE POLICIES (continued)

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.

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.

Article 10 - LEAVE POLICIES (continued)

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 three (3) 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, shall give such notice at last 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 10.3.8.) 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 three (3) additional academic school years.

Article 10 - LEAVE POLICIES (continued)

- 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 10.17. 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 three (3) 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)

- 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.

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.

Article 10 - LEAVE POLICIES (continued)

- 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 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 tenure status 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.

Article 10 - LEAVE POLICIES (continued)

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.

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.

Article 10 - LEAVE POLICIES (continued)

Section 10.13: PERSONAL BUSINESS ABSENCE

10.13.1. Two-hour Absence (Paid)

- 10.13.1.1. 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.
- 10.13.1.2. A unit member absent for personal reasons without authorization shall not be paid for the time absent and may be subject to disciplinary action.

10.13.2. Two-day Absence (Paid)

- 10.13.2.1. Unit members may use up to two (2) 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.
- 10.13.2.2. Use of personal business absence will adversely affect an employee's eligibility for attendance incentive compensation. (See Section 10.2.)

10.13.3. 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 10.14: ABSENCE ON DISTRICT BUSINESS

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

Article 10 - LEAVE POLICIES (continued)

Section 10.15: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS

10.15.1. Accrual. Effective July 1, 1995, Child Development Center teachers assigned to twelve- (12-) month, eleven- (11-) month, or ten- (10-) month year-round work years shall accrue vacation in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours/Month</u>
1-48	10.70
49-96	11.40
97-144	12.03
145-168	12.70
169+	13.60

10.15.2. 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.

10.15.3. 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.

Section 10.16: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed four (4) days for in-state travel, or five (5) days if out-of-state travel is required, or if in-state travel is required in excess of a two hundred and fifty- (250-) mile radius, may be granted to a unit member upon the death of a member of his/her immediate family (or that of the spouse).

Section 10.17: IMMEDIATE FAMILY

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse: 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 10.18: 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.

Article 10 - LEAVE POLICIES (continued)

Section 10.19: 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 10.20: FAMILY CARE LEAVE

A unit member who has served the District for at least one (1) 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:

- 10.20.1 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.
- 10.20.2. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of twelve (12) workweeks within a twelve- (12-) month period.
- 10.20.3. 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.
- 10.20.4. 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.
- 10.20.5. 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. 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.

Article 10 - LEAVE POLICIES (continued)

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 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.

- 10.20.6. 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.
- 10.20.7. 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 10.21: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

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:

- 10.21.1. 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.
- 10.21.2. 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.

ARTICLE 11. SAFETY CONDITIONS OF EMPLOYMENT

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, with approval from the principal/supervisor, 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.
- 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. Site administrators are strongly encouraged to provide itinerant unit members with adequate work space and necessary equipment. 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.
- 11.3.3. The District agrees to provide a total one-time fund of two-million dollars (\$2,000,000) for the purpose of installing or upgrading the necessary supporting site phone system infrastructure (e.g., trunk lines) and purchasing telephones for classroom teachers. The first available Local Agency Block Grant as enacted by the State of California received after the ratification of this Agreement will be used to establish this fund.
- 11.3.4. Unit members shall be provided with locked storage upon request.

Article - SAFETY CONDITIONS OF EMPLOYMENT (continued)

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.
- 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. 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.
- 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.

Article - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 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. 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 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.
- 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.

Article - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 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 as "head teacher" 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" may be requested 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 in-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.

Article - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 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.
- 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 who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available.
- 11.10.5. This procedure shall be brought to the attention of unit members in each school at the beginning of each school year.

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 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.

Article - SAFETY CONDITIONS OF EMPLOYMENT (continued)

- 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 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. Such items as tape recorders or other teaching aids belonging to the staff members are not included.
- 11.13.2. Reimbursement for Electronic Hardware. 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 stolen or damaged in the line of duty as a result of malicious acts and without fault of the unit member. Disbursement of funds shall be governed by the following:
 - 11.13.2.1. Equipment eligible for reimbursement under this Section shall have a minimum depreciated value of one-hundred dollars (\$100) at the time the claim is made. The depreciated value shall be calculated using the value established by the original receipt in Section 11.13.2.2. less fifteen percent (15%) annual depreciation. Reimbursement shall be the lesser of the cost of replacing the electronic hardware or the depreciated value at the time of the claim. 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 and shall produce an original receipt indicating the initial purchase value of the 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 at the time it is 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.

ARTICLE 12. TRANSFER POLICIES

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.
- 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. School Consolidation. A school is consolidated when the existing educational program and pupils are removed from the facility and/or the school's attendance zone is substantially incorporated into one or more other school attendance zone(s) adjacent to the attendance zone of the school being consolidated. Example: A cluster of five adjacent K-6 elementary schools are consolidated on three of the sites.
- 12.1.7. 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.
- 12.1.8. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.
- 12.1.9. Priority Consideration. Unit member 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.

Article 12 - TRANSFER POLICIES (continued)

Section 12.2: POST AND BID

- 12.2.1. Not later than February 10, May 10, July 10 and August 10, the Personnel Administration Department, Certificated, will have posted in the office of each school or department, a list of known vacancies for the following year. The list will be mailed to the Association. 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 10 or May 10 posting period.
- 12.2.2. Each posted vacancy will show: location, credential required, major and minor field or grade level, duties, responsibilities, program description, physical setting, and may indicate if ethnic balance goals apply. The Transfer Monitoring Committee shall review postings.
- 12.2.3. From the date of posting vacancies, unit members will have a minimum of fifteen (15) calendar days to bid for posted positions in the February, May and July posts and ten (10) calendar days to bid for positions in the August post. No new bids will be accepted after the posting period closes. If the posting is delayed or modified, the bid acceptance will be extended for a like number of days.
- 12.2.4. Awarding of positions will be based upon the criteria specified in the posting.
- 12.2.5. 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 Personnel Administration Department, Certificated.
- 12.2.6. Special Mentor Teacher Placement. Vacancies at schools with a high proportion of new teachers may be reserved for staffing with applicants who are mentor teachers.
- 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.
- 12.2.8. Unit members whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure.

Article 12 - TRANSFER POLICIES (continued)

- 12.2.9. Subject to agreement by the Transfer Monitoring Committee as set forth in 12.2.11., the Parties agree that an early posting of positions in schools considered hard to staff shall be established annually during the month of February, March or April. 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.
- 12.2.10. 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 Personnel Administration Department, 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 Personnel Administration Department, Certificated.
- 12.2.11. Transfer Monitoring Committee. The District and the Association agree to the appointment of a joint Transfer Monitoring Committee composed of three (3) representatives appointed by each Party. The purpose of the Transfer Monitoring Committee shall be to review and monitor post and bid and excessing procedures as they are implemented, to respond to inquiries from the District or the Association, and to determine the date and scope of any early spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.
- 12.2.12. Seniority After May Post And Bid. Transfers made after the May post and bid will continue to consider ethnic balance, 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 Personnel Administration Department, 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).

Section 12.3: EXCEPTION TO POST AND BID PROCEDURES

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.

Section 12.4: ETHNIC BALANCES

- 12.4.1. Ethnic Survey. Each unit member's ethnic category shall be determined by the designation for the unit member on the Ethnic Identification Card.

Article 12 - TRANSFER POLICIES (continued)

- 12.4.2. In order to achieve an appropriate ethnic balance, unit members shall be divided into the following categories for transfer purposes:
 - 12.4.2.1. Category A. Unit members reported as "white" on the Ethnic Identification Card.
 - 12.4.2.2. Category B. All other ethnic categories of unit members as reported on the Ethnic Identification Card.
- 12.4.3. Each school's staffing goal shall be to attain a range of plus ten percent (10%) or minus five percent (5%) of Category B representation. Reassignments may be made to attain an ethnic balance within the established goals.
- 12.4.4. The supervisor shall determine the level (K-3, 4-6), subject area, or program in which the transfer will be initiated. Volunteers may be transferred to achieve the proper ethnic balance. If no unit member volunteers for transfer, the unit member in the appropriate ethnic category who has the least seniority at the level, in the subject area, or with the affected program shall be reassigned. A unit member reassigned to help meet ethnic balance requirements will not be required to be reassigned a second time during the same school year to help meet ethnic balance requirements.

Section 12.5: INVOLUNTARY TRANSFERS

- 12.5.1. Administrative. 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 office a written request stating the reason(s) for such a transfer. The reason(s) shall not be arbitrary or capricious. The unit member will be entitled to the following elements of due process:
 - 12.5.1.1. 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.
 - 12.5.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.
 - 12.5.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.
 - 12.5.1.4. Administrative transfers may be appealed through the grievance procedure.

Article 12 - TRANSFER POLICIES (continued)

- 12.5.2. 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 12.5.1. unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.
- 12.5.3. 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 (K-3, 4-6), the subject area, or program to be reduced.
- 12.5.3.1. 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.
- 12.5.3.2. When October enrollment justifies, a unit member may be returned to his/her site with the agreement of the division. A unit member involuntarily transferred after October 15 will not be transferred again during the same year for the same purpose.
- 12.5.3.3. Counselors who are deemed in excess shall be placed on an interview list and considered for vacant counseling positions during the next school year.
- 12.5.4. 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:
- 12.5.4.1. Gifted teaching positions requiring special credentials or District Certification.
- 12.5.4.2. Special Education positions requiring Special Education credentials and Resource Specialists.
- 12.5.4.3. Elementary, Secondary, and Head Media Center Librarians.
- 12.5.4.4. Bilingual and English as a Second Language positions.

Article 12 - TRANSFER POLICIES (continued)

- 12.5.4.5. Continuation (Opportunity School) positions.
- 12.5.4.6. District Reading teachers.
- 12.5.4.7. Inschool Counselors.
- 12.5.4.8. Senior High positions involving extended-day pay.
- 12.5.4.9. Itinerant unit members and unit members budgeted to divisions other than School Services Division.
- 12.5.5. 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 12.6: MISCELLANEOUS TRANSFER PROVISIONS

- 12.6.1. Return From Leave. Unit members returning from leave at the start of the school year shall notify the Personnel Administration Department, Certificated, by March 15 of the preceding year. Failure to do so will deny the unit member any rights under the post and bid system.
- 12.6.2. 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 appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the appropriate division.
- 12.6.3. Annual Transfer List. On or about February 15, the Personnel Administration Department, 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 12.7: RIGHTS OF TRANSFERRED UNIT MEMBERS

- 12.7.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer.
- 12.7.2. 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.
- 12.7.3. Custodial Services. Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.

Article 12 - TRANSFER POLICIES (continued)

Section 12.8 EXPERIENCE BALANCING

A joint committee shall be established composed of an equal number of representatives appointed by each Party to develop a proactive approach to ensure that students from all communities are provided equal access to experienced teachers. The committee's recommendations shall be presented to the Contract Administration Committee no later than June 30, 1997, and shall be subject to formal adoption by the Board of Education and the Association.

Section 12.9: 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.

- 12.9.1. 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.
- 12.9.2. Selection of the staff for the new school shall be by the post and bid system as follows:
 - 12.9.2.1. 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 Personnel Administration Department, Certificated.
 - 12.9.2.2. 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 Personnel Administration Department, Certificated.
 - b. Approximately forty-five percent (45%) or more of the expected vacancies will be posted and filled as provided in Section 12.2.
 - 12.9.2.3. May Post. All remaining vacancies will be filled by following normal post and bid procedures.

Article 12 - TRANSFER POLICIES (continued)

Section 12.10: 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 Personnel Administration Department, Certificated. Remaining vacancies may be filled by the District in accordance with Section 12.2.

Section 12.11: SCHOOL CLOSING

Unit members transferred under this Section shall be given their choice, by seniority order, of available vacancies at other sites for which they are properly credentialed and qualified.

Section 12.12: SCHOOL CONSOLIDATION, AND 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 12.13: INITIAL STAFFING OF MAGNET SCHOOLS

Unit members in schools which are changing or adopting a magnet focus may:

- 12.13.1. Request a transfer to other schools in the District.
- 12.13.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.
- 12.13.3. Be transferred under the provisions of Section 12.5.3., Reduction of Staff.

Section 12.14: MULTIPLE ASSIGNMENT POSITIONS

When multiple assignment positions are reduced in number or consolidated, the staffing shall be accomplished as follows:

- 12.14.1. The District shall identify and post all authorized multiple assignments as in Section 12.2.2.
- 12.14.2. Unit members affected by assignment consolidation shall:
 - 12.14.2.1. Request a transfer to other schools or multiple type assignments within the District, or
 - 12.14.2.2. Bid on any vacancies for which they are qualified, or

Article 12 - TRANSFER POLICIES (continued)

- 12.14.2.3. Be transferred under the provisions of Section 12.5.3., Reduction of Staff.

Qualified unit members in the affected multiple assignments will receive first priority consideration over districtwide 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.

- 12.14.3. 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.
- 12.14.4. If no unit member bidding on a new multiple assignment has a priority claim, district seniority will determine the awarding of the position.

Section 12.15: TRANSFERS WITHIN CHILD DEVELOPMENT CENTERS AND STATE PRESCHOOL PROGRAMS

- 12.15.1. Transfers within Child Development Centers and State Preschool will be processed through the district office responsible for the program. Unit members who wish to transfer from one location to another within the program must file a request for transfer.
- 12.15.2. A posting of vacancies will be made available to unit members assigned to the Child Development Centers and State Preschool programs every three (3) months in the office of each school and department. A copy of each posting will be provided to the Association.
- 12.15.2.1. First Post will be no later than the second week of March.
- 12.15.2.2. Second Post will be no later than the second week of June.
- 12.15.2.3. Third Post will be no later than the second week of September.
- 12.15.2.4. Fourth Post will be no later than the second week of December.
- 12.15.3. Each posted position will show location, current hours of assignment, student age level, particulars of the assignment, unit member calendar, language, and other stated needs.
- 12.15.4. From the date of posting vacancies, unit members will have a maximum of ten (10) workdays to bid for posted positions. No new bids will be accepted after ten (10) workdays.
- 12.15.5. Awarding of positions will be based upon criteria specified in the posting.

Article 12 - TRANSFER POLICIES (continued)

- 12.15.6. 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 Personnel Administration Department.
- 12.15.7. A unit member who is 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 three- (3-) week period following the closing date of the posting. A list of successful unit members transferred through the posting process will be provided to the Association.
- 12.15.8. These provisions shall be subject to Article 12.2.11., Transfer Monitoring Committee.
- 12.15.9. Unit members assigned to Child Development Centers and State Preschool programs are also entitled to participate in regular post and bid procedures established in Section 12.2.

Section 12.16: REGIONAL OCCUPATION PROGRAM (ROP) TRANSFERS

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.

Transfers to fill positions funded exclusively by the ROP program will be processed through the School-to-Work Transition Department. Postings of known 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 qualified ROP unit member with the greatest number of years teaching in the District shall be placed in the position. 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.

Section 12.17: ITINERANT TEACHER PREFERENCES

Itinerant teachers may express their preference for work schedules within a department or division, including level, program, school(s), or special interest. The Parties agree to establish a joint committee composed of an equal number of unit members appointed by the Association and district representatives to review the feasibility of developing a structured post and bid system for itinerant vacancies to be implemented in the 1996/97 school year. The Committee's recommendations shall be presented to the Contract Administration Committee no later than June 30, 1996.

ARTICLE 13. CLASS SIZE

Section 13.1: 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 and agree to work together whenever possible to identify and obtain sources of funding for such purposes.

Section 13.2: INCLUSIVE EDUCATION

It is the intent of the District to notify the affected unit member(s) prior to assigning students with special needs into the regular classroom. The Special Education Governance Team or other mutually agreed-upon joint committee composed of district representatives, association representatives and an equal number of regular education parents and parents of exceptional needs students shall be convened to review issues of concern to regular classroom teachers assigned special needs students and shall make recommendations to the Contract Administration Committee no later than October 31, 1996. Recommendations approved by the Board of Education and the Association shall be incorporated into district policy and procedure.

Section 13.3: ELEMENTARY

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

$$\frac{\text{K - Grade 3 enrollments}}{29.70} = \text{Number of primary grade teachers (rounded to nearest tenth)}$$

$$\frac{\text{Grade 4 - 6 enrollments}}{32.13} = \text{Number of upper grade teachers (rounded to nearest tenth)}$$

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.

13.3.2

13.3.2.1. 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.

Article 13 - CLASS SIZE (continued)

- 13.3.2.2. 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.
- 13.3.2.3. 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.
- 13.3.2.4. Grades K-6 classes shall not exceed thirty-six (36) pupils for more than thirty (30) calendar days.
- 13.3.2.5. Unit members will not be reassigned due to declining enrollment after October 31 (for traditional schools), and November 15 (for year-round schools), except in the case of severe declining enrollments caused by circumstances beyond the District's control.

Section 13.4: CLASS SIZE REDUCTION PLAN

- 13.4.1. 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:
 - 13.4.1.1.
$$\begin{array}{r} \text{K and Grade 3 Enrollments} + \text{Grades 1 and 2 Enrollments} + \\ 29.7 \qquad \qquad \qquad 25.5 \\ \hline \text{Grades 4 - 6 Enrollments} \\ 32.13 \end{array}$$
 - 13.4.1.2. Less:
$$\begin{array}{r} \text{K - Grade 3 Enrollments} + \text{Grade 4 - 6 Enrollments} \\ 29.7 \qquad \qquad \qquad 32.13 \end{array}$$
 - 13.4.1.3. The numbers determined in each 13.4.1.1. and 13.4.1.2. shall be rounded to whole numbers based on two-tenths (.2) or greater rounded upward and under two-tenths (.2) rounded downward.
- 13.4.2. Utilization of Class Size Reduction Plan Staff. The additional classroom teachers allocated under subsection 13.4.1. above shall be utilized as determined by the school site governance team in accordance with the following criteria:
 - 13.4.2.1. Utilization of the allocated class size reduction classroom teacher positions shall be directed toward class size reduction.
 - 13.4.2.2. No new resource teacher positions or other non-classroom positions (i.e., positions that do not include full-time direct contact with students) may be created.

Article 13 - CLASS SIZE (continued)

- 13.4.2.3. Governance teams are encouraged to assign the class size reduction teachers to grades 1 and 2 or, based upon student needs, may assign the classroom teachers to another grade level or program for the purpose of enhancing student achievement through class size reduction. Governance teams shall target the use of the classroom teachers in a manner that will have a focused impact on substantial class size reduction. Allocation of the additional classroom teachers may decrease but may not increase class sizes specified in this Article 13.
- 13.4.2.4. In the event that a school site is experiencing a severe hardship because of insufficient space or space which is not conducive to a quality education, the governance team may develop a recommendation for alternative use of the class size reduction classroom teachers to improve student achievement. All such recommendations must be submitted to the Contract Administration Committee for approval.

Section 13.5: SECONDARY

- 13.5.1. 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 for classroom instruction in comprehensive secondary schools shall be not less than:

Junior High
Enrollment + 2
28.73

Senior High
Enrollment + 2
29.13

- 13.5.2. Academic classes will average no more than thirty-six (36) pupils each.
- 13.5.3. 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.
- 13.5.4. 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.
- 13.5.5. 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.

Article 13 - CLASS SIZE (continued)

- 13.5.6. Secondary physical education classes (excluding athletic periods) shall average no more than fifty (50) pupils over a four- (4-) month period. The Contract Administration Committee shall attempt to reach consensus on the method used to determine such averages no later than April 30, 1996.

Section 13.6: SPECIAL CLASS SIZES

A joint committee, composed of representatives appointed by each Party, shall be convened to discuss class size issues related to bilingual, ESL, sheltered, transition and combination classes and to generate creative solutions to class size issues. The committee shall consider existing site resources plus a one-time amount of two-hundred thousand dollars (\$200,000) to be allocated at the committee's discretion. The committee's recommendations shall be presented to the Contract Administration Committee no later than June 30, 1996. Any recommendations which would modify existing contract language shall require formal adoption by the Board of Education and the Association.

ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES

Section 14.1: PERFORMANCE EVALUATION

- 14.1.1. 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. Unit members participating in the alternative evaluation process described in Section 14.6 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.
- 14.1.2. 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 14.2: EVALUATION COMPONENTS

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

14.2.1. Elements of Evaluation.

- 14.2.1.1. The competency of classroom unit members will be evaluated and assessed as such competency reasonable 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.
 - e. Performance of non-instructional duties and responsibilities including supervisory and advisory duties.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

14.2.1.2. 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.

14.2.2. Objectives and Assessment Techniques.

14.2.2.1. 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 14.2.1.1. or 14.2.1.2. (Refer to Section 14.3. for Resolution of Disagreement in this area.)

14.2.2.2. 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.
- b. Secondary. Secondary classroom unit members shall select at least one (1) objective 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.

14.2.2.3. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

14.2.2.4. 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.

14.2.2.5. 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 14.3. for Resolution of Disagreement in this area.)

14.2.3. 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 14.3: RESOLUTION OF DISAGREEMENT BETWEEN EVALUATOR AND EVALUEE

(For use in resolution of disputes in Sections 14.2.2.1., 14.2.2.5, 14.5.1.3. and 14.6.)

14.3.1. 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.

14.3.2. 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, instructional team leader, director, or assistant director, or other parties as agreed. If the dispute involves an evaluatee who is a counselor, nurse, speech pathologist, or 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.

14.3.3. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

Section 14.4: CONSTRAINTS

- 14.4.1. A unit member shall not be evaluated based upon the use of publisher's norms established by standardized tests.
- 14.4.2.. 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.
- 14.4.3. Unit members shall not evaluate other unit members.
- 14.4.4. 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.

Section 14.5: EVALUATION PROCESS/TIMELINES

14.5.1. Pre-evaluation.

- 14.5.1.1. 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.

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

- 14.5.1.3. 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 14.3 for resolution of disagreements in this area.)

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

14.5.2. Observation Procedures

- 14.5.2.1. 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.

- 14.5.2.2. 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.

- 14.5.2.3. 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.

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

14.5.3. Progress Check and Remediation Plan

- 14.5.3.1. 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.

- 14.5.3.2. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 14.5.3.3. 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 sixty (60) calendar 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.

14.5.4. Final Evaluation

- 14.5.4.1. 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.

- 14.5.4.2. 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.

- 14.5.4.3. 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, 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.

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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

14.5.5. 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 area assistant superintendent shall review all evaluations reflecting less-than-effective performance.

14.5.6. Grievability of Evaluations

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

Section 14.6: ALTERNATIVE EVALUATION

14.6.1 **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.

14.6.2 Evaluation Plan

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

14.6.2.2. **Evaluation Plan.** At a pre-evaluation conference held in compliance with the timelines established in Section 14.5., the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 14.6.2.3. 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.
- 14.6.2.4. 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.
- 14.6.2.5. 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.
- 14.6.2.6. Intent of Alternative Evaluation Sections. All sections of Article 14 apply to participants in the alternative evaluation process with the exception of Sections 14.2.2. and 14.5. Whenever the evaluator determines that any aspect of the evaluatee's evaluation may be less than satisfactory, the provisions of Section 14.5.3. will apply.

Section 14.7: SPECIAL EVALUATIONS

- 14.7.1. 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:
 - 14.7.1.1. Those that occur to follow up on a unit member previously designated as less than effective.
 - 14.7.1.2. 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 14.7.7.)

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 14.7.2. 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.
- 14.7.3. 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.
- 14.7.4. 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.

- 14.7.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate district personnel, the evaluator will develop a written plan which includes:
- 14.7.5.1. The specific areas identified where improved performance is necessary, limited to those areas marked less than effective on the previous year's evaluation.
- 14.7.5.2. Resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a mentor teacher, released time to observe other unit members, printed materials, attendance at inservice training sessions, and/or central office assistance.
- 14.7.5.3. A timeline for monitoring the evaluatee's performance.
- 14.7.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.
- 14.7.5.5. Constraints, if any, to be included on the Evaluation Worksheet.
- 14.7.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.
- 14.7.6. 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:

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 14.7.6.1. 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 14.7.5.

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.

- 14.7.6.2. 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 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.

- 14.7.6.3. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 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. 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 effective, the evaluation is complete.
 - 4) If performance continues to be less than effective, supervisor schedules a special evaluation for the next school year or proceeds with appropriate disciplinary action.
 - 5) Forwards the summary evaluation report to the Department of Personnel Administration Department, Certificated, through divisional channels.
- b. If progress has been satisfactory, terminates special evaluation. If desired improvement has not been achieved, continues the evaluation process until February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent unit members.
- c. If performance is not improved, may proceed with appropriate action as necessary.

14.7.7. Expedited Special Evaluations. Expedited special evaluations may take place 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) 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

Expedited special evaluations will occur in accordance with the provisions of the required special evaluation process (Section 14.7.6.) except as outlined below:

- 14.7.7.1. Pre-evaluation. Within fifteen (15) calendar days of the pre-evaluation conference described in this Section 14.7.6.1.
- 14.7.7.2. Progress Check. Between thirty (30) and forty-five (45) calendar days from the date of the pre-evaluation conference as described in Section 14.7.6.2.
- 14.7.7.3. Summary Evaluation Conference. To be held sixty (60) calendar days after the progress check, but no later than thirty (30) calendar days prior to the conclusion of the school year as described in Section 14.7.6.3.

Section 14.8: PERSONNEL FILES

- 14.8.1. 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.
- 14.8.2. 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.
- 14.8.3. Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:
 - 14.8.3.1. Were obtained prior to the unit member's employment, or
 - 14.8.3.2. Were prepared by identifiable examination committee members, or
 - 14.8.3.3. Were obtained in connection with a promotional examination.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

Section 14.9: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- 14.9.1. 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.
- 14.9.2. 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.
- 14.9.3. 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.
- 14.9.4. 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.

Section 14.10: 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.

14.10.1. Definitions.

- 14.10.1.1. 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.
- 14.10.1.2. Informal Complaint. Any complaint which does not meet the definition of a formal complaint shall be considered an informal complaint.
- 14.10.1.3. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

- 14.10.1.4. 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.
- 14.10.1.5. Adverse Action. Any formal action which shall become a matter of record in the unit member's personnel file.
- 14.10.2. 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 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.
- 14.10.3. 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:
 - 14.10.3.1. 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.
 - 14.10.3.2. 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.
 - 14.10.3.3. Should the preceding step fail to resolve the complaint, the complainant may contact the appropriate assistant superintendent or division head to request direct intervention.
 - 14.10.3.4. 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.
- 14.10.4. Appeal to the Board of Education. In the event that the steps set forth in Sections 14.10.1. through 14.10.3. 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.

Article 14 - PERFORMANCE EVALUATION PROCEDURES (continued)

14.10.4.1. Hearing and Hearing Procedures

- a. 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.
- b. 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.
- c. Representation.
 - 1) The complainant may be accompanied by his/her attorney or a representative of his/her choice.
 - 2) 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

ARTICLE 15. GRIEVANCE PROCEDURE

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) .

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

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

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.

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 Resource Services 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.

Article 15 - GRIEVANCE PROCEDURE (continued)

- 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.

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 Resource Services Division 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 by the appropriate administrator in the Human Resource Services Division 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 the Human Resource Services Division 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 Resource Services Division 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 Assistant Superintendent, Human Resource Services Division or designee and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the Human Resource Services Division shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. 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.

Article 15 - GRIEVANCE PROCEDURE (continued)

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 phonographic 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.**
- 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.**

Article 15 - GRIEVANCE PROCEDURE (continued)

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.

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.

Article 15 - GRIEVANCE PROCEDURE (continued)

- 15.8.5. By mutual agreement of the Association and the Human Resource Services Division, 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, 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, was deposited in the United States mail with first class postage properly affixed, or was deposited in school mail and the date on which said action was taken.

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.

- 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 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 Resource Services 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.

ARTICLE 16. ORGANIZATIONAL SECURITY

Section 16.1: DUES DEDUCTIONS

Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues and such other mutually-agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the pay warrant of the unit member each month for ten (10) months.

Section 16.2: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fees, the District agrees to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

Section 16.3: AGENCY FEE PROVISION

16.3.1. Any unit member who is not a member of SDTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the operative date of this Section or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, whichever occurs later, shall:

16.3.1.1. Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or

16.3.1.2. Pay a service fee, the amount of which is determined by the Association and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements; provided that it shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to the Association, or

16.3.1.3. Request exemption status from the Association (see Section 16.4. below). The amount equivalent to the fee described in Section 16.3.1.2. must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:

- a. Association of Retarded Citizens
- b. Neighborhood House of San Diego
- c. San Diego Unified School District Scholarship Fund

Article 16 - ORGANIZATIONAL SECURITY (continued)

- 16.3.2. In the event that a non-member does not pay such fee directly to the Association or does not qualify as an objector exempt from the fee, the Association shall so inform the District in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided in Education Code Section 45061.

Section 16.4: AGENCY FEE EXEMPTIONS

- 16.4.1. Philosophic Exemption Status. Unit members employed by the District prior to the effective date of this Agreement may apply during the 1992-93 year only, for philosophic exemption status provided that the unit member can demonstrate deeply held, long-term philosophical objections to joining or financially supporting employee organizations. Once a unit member is granted this exemption, the exemption shall continue until the unit member is no longer an employee of the District. Unit members employed after the effective date of this Agreement shall not be eligible for this option.
- 16.4.2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit members shall apply to the Association for an exemption as described herein. The Association shall develop a process for granting/denying such applications, including appeal rights for applications denied which provide for hearing by a neutral third party.
- 16.4.3. Provided that the Association has no cause to presume a change in the religious exemption status of a unit member, once an exemption is granted it need not be renewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Section 16.3.
- 16.4.4. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.
- 16.4.5. Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Article 16 - ORGANIZATIONAL SECURITY (continued)

Section 16.5: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

The Parties recognize that PERB may, from time to time, adopt procedures regulating agency fees. It is the intent of the Parties that the Association abide by such regulations in the collection of such agency fees. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, the Association shall provide a copy of the most current set of PERB regulations regarding the subject.

Section 16.6: HOLD HARMLESS

The Association agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between the District and the Association involving the interpretation or implementation of these provisions.

The Association shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, the Association shall be required to inform and consult with the District.

Section 16.7: MISCELLANEOUS

16.7.1. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or the Association.

16.7.2. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association further agrees to provide the District with a timely copy of all reports legally required of the Association dealing with agency fees.

Section 16.8: REVOCATION OF MEMBERSHIP

During the month of July in the year in which this Agreement expires, members of the Association may act to revoke their membership by providing written notice of withdrawal to the Payroll Section of the Compensation Administration Department.

Article 16 - ORGANIZATIONAL SECURITY (continued)

Section 16.9: NONINTERFERENCE

The District and the Association further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Association.

Section 16.10: VISITING TEACHER AGENCY FEE ELECTION

At the Association's request, a secret ballot election to determine if a mandatory service fee should be implemented will be held at any time during the life of this Agreement. Visiting teachers eligible to vote shall be actively employed with the District and shall have worked at least eighteen (18) days in the preceding school year or ten percent (10%) of the current school year as of the election eligibility date established by the Public Employment Relations Board (PERB). The election will be conducted by the Public Employment Relations Board in accordance with PERB regulations. Upon such a vote, if a majority of those visiting teachers voting approve the agreement, the agency fee provisions, Sections 16.3., 16.4., 16.5. and 16.6. of this Article, shall become effective for visiting teachers sixty (60) calendar days after notification by PERB that the election has passed.

ARTICLE 17. SUMMER SCHOOL/INTERSESSION HOURS AND CONDITIONS OF EMPLOYMENT

Section 17.1: APPLICATION PROCEDURE

- 17.1.1. Qualified unit members who work a basic 184-day work year and who wish to work in the District's summer school and intersession programs may apply under the provisions of procedures administered by the Human Resource Services Division.
- 17.1.2. Qualified unit members currently employed by the District shall be given preference over applicants not employed by the District. Qualified permanent unit members shall be given preference over probationary unit members.
- 17.1.3. A qualified unit member is one who is properly credentialed for the position to be filled, whose most recent evaluation in the subject field(s) or grade level(s) to be taught was "effective" in all elements.
- 17.1.4. The Personnel Administration Department, Certificated, shall circulate job announcements of potential summer session positions to be filled and receive applications by March 1. Summer school/intersession job announcement circulars shall make reference to the normal length of the workday and shall include a copy of the summer school/intersession salary schedule.
- 17.1.5. The Personnel Administration Department, Certificated, shall determine qualification standards applicable to positions and shall determine qualifications of applicants against those standards.
- 17.1.6. The Personnel Administration Department, Certificated, in coordination with School Services Division and principals, shall fill summer school/intersession positions considering all of the following criteria (not necessarily in priority order):
 - 17.1.6.1. Teaching effectiveness, as reflected in most recent evaluations.
 - 17.1.6.2. Length of service in specific grade level or subject area, as determined by the Personnel Administration Department, Certificated, records.
 - 17.1.6.3. Recency of Experience in specific grade level or subject area, as determined by the Personnel Administration Department, Certificated, records.
 - 17.1.6.4. If appropriate, the completion of any specific skill or content training required, as evidenced by certificates of completion, record lists, or the Personnel Administration Department, Certificated, records.

Article 17 - SUMMER SCHOOL/INTERSESSION HOURS (continued)

- 17.1.6.5. Satisfaction of any special position requirements specified in the position announcement and identified in the application and verified by appropriate records, if necessary.
- 17.1.6.6. Anticipated availability to serve the entire session with the exception of pre-approved job share arrangements and participation as an NEA Conference delegate (see Section 17.1.12.) or as a delegate to the Association's Summer Institute.
- 17.1.6.7. Other factors being equal, consideration shall be given to an equitable distribution of summer placements among the teaching staff and of ethnic categories among the teaching staff that are representative of the District's minority teachers.
- 17.1.7. The Personnel Administration Department, Certificated, shall have the responsibility for determining which applicants shall be placed in the summer school/intercession programs. First consideration shall be given to the needs of the instructional program and second consideration to making summer school teaching available under the provisions of Section 17.1.6.
- 17.1.8. Persons who are offered a specific summer school placement and decline to accept will not be considered for employment in the current summer session until all other available and qualified district applicants have been considered.
- 17.1.9. Unit members scheduled to teach specific classes which are closed due to low enrollments will be given consideration for other vacancies that occur for which they are qualified. However, such unit members do not have priority over other unit members selected for, and notified of, summer session placement.
- 17.1.10. Every effort will be made to place qualified unit members who applied for but who were not placed in previous summer sessions/intercessions as equitably and fairly as possible; except that one (1) unit member at each elementary school site and one (1) unit member for each of the four (4) core subject areas (English, math, social studies and science) at each secondary school site may be selected in accordance with other provisions of this Section, but only from among applicants normally assigned to the site hosting the summer session/intercession.
- 17.1.11. Every effort will be made to notify unit members of their specific assignment one (1) month prior to the first day of summer school.

As soon as student applications are confirmed, all remaining selected staff will be informed of their summer school/intercession assignments. It is recognized that confirmation of these assignments may occur during the week preceding the opening of summer school. Because of late (unanticipated) pupil enrollment, the final phase of summer school staffing may occur during the first week of summer session.

Article 17 - SUMMER SCHOOL/INTERSESSION HOURS (continued)

- 17.1.12. Summer school unit members elected as NEA delegates may attend scheduled activities. Unit members shall find a qualified substitute to replace them. Absences for such activities shall not exceed five (5) days.
- 17.1.13. Intersession selection procedures shall adhere to the provisions of this Section with application and staffing timelines modified to accommodate such programs.

Section 17.2: HOURS OF EMPLOYMENT

The instructional hours for a full-time position as a classroom unit member in the special education and elementary programs shall be as specified by state law. The hours for a secondary unit member shall also be as specified by state law. On-site duty time shall be specified for each school by the principal to accommodate the requirements both of state law and the effective operation of the school program; unit members are expected to arrive in time to be ready for the pupils and may leave when instructional and school operational duties are completed. School operational duties include, but are not limited to, normal communications, pupil supervision, parent conferences, etc. Duty hours for nonclassroom unit members shall be twenty-five (25) hours per week, inclusive of a fifteen- (15-) minute rest period per day.

Summer school unit members compensated on a prorata basis in accordance with Section 7.032 (as amended) of the rules and regulations of the Salary Schedule shall maintain on-site duty hours in accordance with Section 8.5.

Section 17.3: SICK LEAVE

- 17.3.1. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease as set forth in the Education Code.
- 17.3.2. Summer school and intersession unit members may use full-salary sick leave accumulated during the regular school year. In addition, summer school and intersession unit members accrue one (1) hour of sick leave for each week in the summer session or intersession. Sick leave used will be charged at the rate of four (4) hours for each day of illness.
- 17.3.3. Summer school unit members compensated on a prorata basis in accordance with Section 7.032 (as amended) of the rules and regulations of the Salary Schedule shall be eligible for the leave provisions of this Section, except that sick leave shall be accrued at two (2) hours of sick leave for each week in the summer session and sick leave used will be charged at the rate of eight (8) hours for each day of illness.

Article 17 - SUMMER SCHOOL/INTERSESSION HOURS (continued)

Section 17.4: SAFETY CONDITIONS OF EMPLOYMENT

Safety conditions of employment in Article 11, except for Section 11.9, shall apply during the summer session. Each school site shall have a designated administrator. Accommodations will be made to meet operational problems and emergencies and these shall be made known to the staff.

Section 17.5: TRANSFER AND REASSIGNMENT POLICIES

The principal of a summer school from which a unit member is transferred and the principal of a summer school to which a unit member is transferred shall coordinate the movement of the unit member and assure that reasonable accommodations are made as to time and assistance required to effect the change.

Section 17.6: PERFORMANCE EVALUATION PROCEDURES

There shall be no separate formal performance evaluation procedure for summer sessions and intersessions. The District shall not, however, be precluded from normal supervision responsibilities. The provisions of Article 14, Sections 14.9. and 14.10., shall apply to summer session unit members who are also employed under a regular contract.

Section 17.7: REGIONAL OCCUPATION PROGRAM SUMMER SCHOOL STAFFING

The Regional Occupation Program (ROP) may offer summer school course sections based upon the following factors: facility availability, student attendance history, adequate funding, adequate student enrollment, labor market demand, course is part of career path, course offers articulated community college course credit and course receives state/county approval.

Qualified ROP unit members may apply to teach such courses in accordance with the following procedure:

- 17.7.1. The ROP unit member indicates an interest in teaching summer school on the ROP Continuing Course Proposal and returns it by the deadline indicated on the form.
- 17.7.2. A qualified ROP unit member who has taught the specific course previously will be offered the position. If more than one (1) qualified ROP unit member is interested, the unit member who has the greatest number of years teaching the specific ROP course in the District will be offered the position. However, if that unit member taught the course when it was last offered in summer school, the qualified unit member with the next highest number of years teaching the specific ROP course in the District will be offered the position.

Article 17 - SUMMER SCHOOL/INTERSESSION HOURS (continued)

- 17.7.3. If the position cannot be filled by 17.7.2. above, the District may select from among all other qualified unit member applicants in accordance with Section 17.1.10.
- 17.7.4. A qualified ROP unit member is one who holds the appropriate teaching credential for the position to be filled, whose most recent evaluation in the subject field(s) to be taught was effective in all elements and who possesses the specific skills or content training for the course to be taught.
- 17.7.5. ROP summer school compensation will be prorated based on the regular teachers summer school salary schedule.

Section 17.8: DURATION

This Article shall be applicable to the summer sessions and intersessions which occur between September 1, 1995, and August 31 of the year in which this Agreement expires.

Section 17.9: APPLICABLE CONTRACT ARTICLES

Except as provided herein, the following articles of this Agreement do not apply to summer school assignments: Article 8, Hours of Employment; Article 9, Health and Welfare Benefits; Article 10, Leave Policies, except Sections 10.4, 10.5, 10.16, 10.17; Article 12, Transfer Policies; Article 16, Organizational Security; Article 18, Mentor Teachers; Article 19, Layoff and Reemployment; Article 21, Job Sharing; Article 24, Year-Round Schools.

Section 17.10: SUMMER SCHOOL/INTERSESSION COMPENSATION

Wage provisions for summer school/intersession assignments are included in Appendix A.

ARTICLE 18. MENTOR TEACHERS

Section 18.1: NOTIFICATION

The District agrees to notify the Association of the number of mentor teacher positions for which the District qualifies for the succeeding school year as soon as possible.

Section 18.2: IDENTIFICATION OF MENTOR TEACHER NOMINATION COMMITTEE MEMBERS

- 18.2.1. A grade level and special population Mentor Teacher Nomination Committee shall be established to review applications of classroom unit members applying to be mentor teachers and to nominate candidates for recommendation to the Board of Education. (See Appendix B).
- 18.2.2. The Association will be responsible for development and implementation of the nomination and election processes of unit member representatives to the Committee. The nomination and election procedures shall be open to all classroom teachers. The timelines for the election procedure should be mutually determined by the District and the Association.

In case of an emergency where mutual agreement on timelines cannot be reached or where the Association is unable to accomplish the nomination and election processes, the District will conduct the election of Mentor Teacher Nomination Committee members. The names of candidates will correspond to the following list, and will take into account ethnic balance to appropriately staff the committee.

- 18.2.2.1. Twelve (12) K-6 teachers.
 - 18.2.2.2. Six (6) middle and six (6) high school teachers.
 - 18.2.2.3. Twelve (12) Special Population Teachers (GATE, Special Education, Second Language).
- 18.2.3. The District will appoint a total of seven (7) administrators to the Mentor Teacher Nomination Committee, including two K-6, one (1) middle and one (1) high school level and three (3) administrators of special population programs, taking into account ethnic balance in staffing the committee.

Section 18.3: MENTOR TEACHER NOMINATION COMMITTEE RESPONSIBILITIES

- 18.3.1. The Mentor Teacher Nomination Committee shall establish its own meeting schedule. Visiting teachers will be provided for meetings held during the Mentor Teacher Nomination Committee members' classroom instructional time. In the event unit members on the Committee are required to work outside their regular workday, the unit member may make application to be paid at the non-classroom hourly rate.

Article 18 - MENTOR TEACHERS (continued)

- 18.3.2. Unit members on the Mentor Teacher Nomination Committee shall be classified as permanent teachers in the San Diego City Schools and shall agree, as a condition of service on the Committee, that they shall not be a mentor teacher during the term of their committee membership.
- 18.3.3. The term of service for Mentor Teacher Nomination Committee members shall be either two (2) or three (3) years as determined by drawing lots.
- 18.3.4. Committee members shall be reimbursed for appropriate personal expenses incurred in the performance of committee duties.

Section 18.4: MENTOR TEACHER NOMINATION COMMITTEE PROCEDURES

- 18.4.1. The Mentor Teacher Nomination Committee will nominate mentor teacher position allocations on the basis of the following :
 - 18.4.1.1. A Nomination Coordinating Committee shall be selected from the Mentor Teacher Nomination Committee. The Coordinating Committee will consist of ten (10) members, seven (7) classroom teachers appointed by the Association and three (3) administrators appointed by the Superintendent. Consideration shall be given to creating a balanced committee based on gender, ethnicity, and program needs.
 - 18.4.1.2. All mentor teacher positions will be allocated to reflect district needs as determined by the Nomination Coordinating Committee. Criteria for determining district needs will be based on district goals and objectives, teaching population demographics, program, and other considerations as determined by the Nomination Coordinating Committee.
- 18.4.2. The application and interview process should be done in a confidential manner.
- 18.4.3. The Mentor Teacher Nomination Committee will rank all applicants without regard to subject area. All qualified applicants, as determined by the Mentor Teacher Nomination Committee, will be interviewed.
- 18.4.4. The Mentor Nomination Coordinating Committee shall develop and implement a rating system which shall be used in the recommendation of mentor nominees to the Board of Education. The Committee shall determine the total number of points possible under the rating system for an applicant to obtain based on the following factors:
 - 18.4.4.1. Classroom observation/recommendation,
 - 18.4.4.2. Interview,

Article 18 - MENTOR TEACHERS (continued)

18.4.4.3. Application materials, including written recommendations, and

18.4.4.4. Unit members assigned or willing to transfer to sites with a high proportion of new teachers.

Applicants will be asked as part of the application process to demonstrate their success in working with different student learning styles and abilities.

- 18.4.5. Classroom teachers holding National Board Certification who apply for a mentor teacher position and who meet the provisions of Section 18.5 shall automatically be nominated for mentor teacher status and shall not be subject to the ranking process outlined in Section 18.4.4. above, but shall be subject to all other applicable provisions of this Article.
- 18.4.6. Decisions of the Mentor Teacher Nomination Committee shall be made by a majority vote of its members present, provided that a majority of those voting must be unit members serving on the Mentor Teacher Nomination Committee.
- 18.4.7. The Mentor Teacher Nomination Committee shall recommend the mentor teacher nominees and alternates to the Board of Education for final approval and designation as mentor teachers.
- 18.4.8. If a mentor teacher is unable to serve his/her full term, the Mentor Teacher Nomination Committee may recommend a replacement from a list of eligible mentor candidates.

Section 18.5: APPLICATION PROCEDURES

- 18.5.1. Qualified full-time classroom unit members who wish to make application to be a mentor teacher may apply under procedures administered by the High Performance in Teaching and Learning Department. (A full-time classroom unit member is one who teaches the equivalent of sixty-seven percent [67%] of his/her time in direct student contact.)
- 18.5.2. A qualified unit member is one with a valid California teaching credential, who has permanence with San Diego City Schools, whose most recent evaluation was rated as effective and who has a minimum of three (3) years of classroom teaching experience within the last five (5) years.
- 18.5.3. Each applicant shall name two (2) current district employees as professional references. The High Performance in Teaching and Learning Department will obtain written recommendations from the named references. A copy of the recommendations will be provided to the applicant upon request.

Article 18 - MENTOR TEACHERS (continued)

- 18.5.4. The applicant's immediate supervisor shall submit a written observation/recommendation report. However, if the applicant has worked less than two (2) full school years with his/her current supervisor, the applicant's previous district supervisor may be asked to submit the written observation/recommendation report. A copy of the observation/recommendation report shall be provided by the immediate/previous supervisor upon written request of the applicant. Applicants who have been unsuccessful may obtain, from the High Performance in Teaching and Learning Department, an analysis of their performance, including their scores.

Section 18.6: SERVICES OF THE MENTOR TEACHER

- 18.6.1. Mentor teachers shall be appointed to a three- (3-) year term, with reapplication rights after a one- (1-) year period has elapsed.
- 18.6.2. Mentor teachers shall be released from their classroom duties not more than an equivalent of ten (10) full days per school year for mentor-related activities.
- 18.6.3. The mentor teacher shall be required to work one-hundred and twenty (120) hours beyond the required contractual service.

The District will identify areas of emphasis for completion of these hours.

- 18.6.4. Mentor teachers shall not participate in the evaluation of unit members.
- 18.6.5. The mentor teacher shall perform only those duties as provided by law.
- 18.6.6. Mentor teachers shall spend a majority of their mentor release time (ten [10] days) and their mentor service (one-hundred and twenty [120] hours) in providing direct service to other teachers, including new teachers and teachers experiencing performance deficiencies, teachers experiencing a change of grade level or subject area and teachers requesting assistance. Particular emphasis shall be given by mentors to working with new teachers.

Section 18.7: COMPENSATION

- 18.7.1. In addition to their regular salary, mentor teachers shall be paid a stipend as provided by law. Stipends shall be awarded in a prorata fashion for service of less than a full fiscal year.
- 18.7.2. Mentor teacher stipends will be distributed in two (2) installments, one at the end of each semester.
- 18.7.3. No expense required by operation of this program shall be budgeted or charged to the General Fund. If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.

Article 18 - MENTOR TEACHERS (continued)

Section 18.8: GENERAL PROVISIONS

- 18.8.1. All release time required or otherwise provided by the operation of the Mentor Teacher Program shall be covered by qualified visiting teachers.
- 18.8.2. Evaluation of the mentor teacher's mentor activities will be assessed on a mentor service evaluation form. Results from these forms will be tabulated and used as a basis to evaluate the Mentor Teacher Program.
- 18.8.3. Unit members who are to be the recipients of the mentor teacher services on an individual basis will be consulted in the selection of the mentor teacher to provide those services. This Section shall not apply to interns.

Section 18.9: MENTOR TEACHER PROGRAM COORDINATION

- 18.9.1. The Mentor Teacher Program shall be coordinated by up to two (2) Mentor Teacher Emeriti on Special Assignment, who shall be paid a stipend equal to the stipend paid to mentor teachers. The Mentor Emeriti on Special Assignment shall:
 - 18.9.1.1. Conduct the day-to-day business of the Mentor Program.
 - 18.9.1.2. Function as a liaison between the various mentor committees and the administrator in charge of the Mentor Program.
 - 18.9.1.3. Function as a liaison between the mentor teachers and the schools.
 - 18.9.1.4. Coordinate mentor services.
- 18.9.2. Mentor Steering Committee
 - 18.9.2.1. Composition of the Committee. The Mentor Steering Committee shall be composed of nine (9) teachers jointly selected by the Association and the District. Members shall serve three- (3-) year staggered terms with three (3) appointed each year, with reappointment rights after a two- (2-) year period has elapsed. Membership shall be composed of both mentors and non-mentors. The Committee shall select its own chairperson.
 - 18.9.2.2. Functions of the Committee. The Mentor Steering Committee will assist the Mentor Emeriti on Special Assignment with the following responsibilities, consistent with the Education Code:
 - a. Policy development for the Mentor Program.
 - b. Program planning.

Article 18 - MENTOR TEACHERS (continued)

- c. Establishing general direction for the program with particular emphasis on 1) mentor conference; 2) teacher center; 3) processes relating to selection of new mentors; 4) process relating to screening and nominating the Mentor Emeriti on Special Assignment; and 5) planning and development of training for mentor teachers.

Section 18.10: MENTOR TEACHER PROGRAM REVIEW

The District and the Association agree to appoint a joint committee composed of six (6) members representing each Party. The purpose of the Committee shall be to review and assess the overall effectiveness of the Mentor Teacher Program and to recommend changes, where necessary, to ensure that the Program's focus and resources are directed toward assistance and support for new teachers. The Program shall also include as components, assistance and support for teachers experiencing performance deficiencies and for teachers who require assistance in adapting to a new assignment.

- 18.10.1. The Committee shall identify all statutes, policies, procedures and contract language governing the Mentor Teacher Program which may be necessary to waive or modify in order to implement the Committee's recommendations.
- 18.10.2. In the event the Committee should recommend that an Education Code waiver be obtained in order to increase the percentage of release time provided to a mentor, such recommended release time shall not exceed fifty percent (50%) of the mentor's assignment.
- 18.10.3. The Committee shall develop timelines for implementation of its recommendations which ensure that current mentor teachers are entitled to complete their terms.
- 18.10.4. The Committee shall issue its report to the Contract Administration Committee (CAC) no later than June 30, 1996. The CAC shall review the report and issue a response to the District, the Association and the committee members no later than September 15, 1996.

ARTICLE 19. LAYOFF AND REEMPLOYMENT

Section 19.1: LAYOFF OF PROBATIONARY UNIT MEMBERS

- 19.1.1. Intention of Parties. It is the intention of the Parties, in accordance with Government Code Section 3543.2(c), to supersede the provisions of Education Code Section 44955 regarding procedures and criteria for the layoff and reemployment of probationary unit members for lack of funds. Layoffs of permanent unit members, when necessary, shall be governed by the provisions of the California Education Code.
- 19.1.2. Procedure for Layoff. Whenever it becomes necessary to lay off probationary unit members for lack of funds, the procedure shall be as set forth in this Article. The implementation of the procedure for effecting layoffs shall be grievable under the terms and conditions of Article 15.
- 19.1.3. Order of Layoff
- 19.1.3.1. The order of layoff within a service field or teaching subject shall be in reverse order of seniority within each of the following categories in the order set forth:
- a. Temporary contract teachers (including leave substitutes and unit members employed in categorically-funded special projects of indeterminate duration under Education Code Section 44909); and
 - b. Probationary teachers.
- 19.1.3.2. No unit member shall be terminated while any other unit member with less seniority is retained to render a service which the unit member is certificated and qualified to render. A unit member is certificated and qualified to render a service if he/she possesses the appropriate certification document.
- 19.1.3.3. In the event that the Board of Education makes an error with respect to the application of these procedures and criteria to an individual unit member, that unit member shall be retained and made whole. Such retention shall have no effect on the layoff of other unit members.
- 19.1.3.4. Ties in seniority shall be broken by lot. Unit members with the same initial date of service shall have their seniority number determined by lot. The lottery shall be conducted in the presence of at least two (2) association representatives. Once the lottery is used to determine a unit member's seniority, that seniority number shall remain in effect for the unit member so long as this member remains employed by the District.

Article 19 - LAYOFF AND REEMPLOYMENT (continued)

- 19.1.4. Notice of Layoff. Probationary unit members to be laid off for lack of funds shall be given written notice of layoff no later than April 15. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with the District.

Section 19.2. DETERMINATION OF NEED FOR LAYOFFS

- 19.2.1. The decision to lay off, the determination of the services or teaching subjects in which layoffs are to be made, and the number of unit members who are to be laid off rests solely with the District and shall not be subject to negotiations nor to the filing of grievances.
- 19.2.2. The impact and effect of proposed layoffs shall be subject to negotiations between the Association and the District. Accordingly, the District agrees to notify the Association as soon as possible of the number and type of layoffs to be proposed. Immediately upon such notification, the Parties shall meet and negotiate, through the provisions of Article 26, Contract Administration Committee, the impact and effect of such layoffs. Negotiations shall include, but not be limited to, retraining, use of emergency credentials, counseling, outplacement services, early retirement incentives and other similar alternatives.

Section 19.3: REEMPLOYMENT

- 19.3.1. Unit members who have been laid off shall be placed on the reemployment list in the inverse order in which they were laid off for a period of thirty-nine (39) months. Unit members laid off shall be offered employment as day-to-day visiting teachers on the same basis as other day-to-day visiting teachers on regular substitute pay.
- 19.3.2. A unit member who is laid off and is subsequently eligible for reemployment shall be notified by certified mail, return receipt requested, to the last known address given by the unit member to the District. The unit member shall have fourteen (14) calendar days from receipt of the notice to respond to the offer of reemployment. If the notice of offer of reemployment is undeliverable or is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member shall be deemed to have resigned from the District. Upon acceptance of reemployment, the unit member shall have fourteen (14) calendar days to report unless the District agrees to an extension of the reporting date.
- 19.3.3. A unit member reemployed from the reemployment list shall be placed in the status which he/she held at the time of layoff. Time spent on the reemployment list shall not be counted toward eligibility for permanent status or for longevity for salary purposes. For all other purposes, time spent on the reemployment list shall be counted in the same manner as an official unpaid leave.

Article 19 - LAYOFF AND REEMPLOYMENT (continued)

- 19.3.4. Every such unit member who has been reemployed as indicated in this Section shall have all of the rights enumerated in Education Code Sections 44955 to 44961, inclusive, for permanent unit members, except the right of reappointment, subject only to the prior rights of permanent unit members.
- 19.3.5. Temporary contract teachers (leave substitutes) shall have only those reemployment rights guaranteed them in the Education Code.

ARTICLE 20. CONCERTED ACTIVITIES

Section 20.1: PROHIBITED ACTIVITIES

The District and the Association recognize that the continuation of the educational processes is of utmost importance and that differences between the Parties hereto shall be settled by peaceful means without interruption of the education processes. Accordingly, in consideration of the terms and conditions of this Agreement, the Association, its agents, employees, and unit members will not engage in, encourage, instigate, support, or condone any strike, work stoppage, "slow down," sick out," or any other concerted, coordinated refusal or failure to perform work as required in this Agreement. The Association and its agents will exert their best efforts to discourage any of the aforesaid acts by any unit member.

Section 20.2: PENALTY FOR VIOLATION

Violation of this Article by any person covered by this Agreement shall constitute evident unfitness for service and cause for dismissal.

Section 20.3: LEGAL ENFORCEMENT

The Association recognizes and acknowledges the District's right to enforce this provision by any available legal means including, but not limited to, application to the State Superior Court for injunctive relief and/or the filing of a complaint for damages based upon a breach of this Agreement.

Section 20.4: WITHDRAWAL OF RIGHTS

The District may, at its option, withdraw any privileges, benefits, or rights provided for in this Agreement, of any employee or employee organization that violates this Article.

ARTICLE 21. JOB SHARING

Section 21.1: JOB-SHARING ASSIGNMENTS

A job-sharing unit member is one (1) of two (2) classroom teachers who share one (1) assignment which the unit member actually works. The health and welfare benefits available to each 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.

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.

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.

Section 21.3: COMPENSATION AND FRINGE BENEFITS

21.3.1. Job-sharing unit members 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-six (136) days over a two- (2-) year period for service credit purposes.

Article 21 - JOB SHARING (continued)

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.
- 21.4.2. All job-sharing participants will attend all staff meetings, open houses, parent conferences, 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 terminate the job-share assignment and return the remaining job-share unit member to full-time service.

ARTICLE 22. PROFESSIONAL GROWTH

Section 22.1: PROFESSIONAL GROWTH REQUIREMENTS

- 22.1.1. This Article applies only to those unit members who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.
- 22.1.2. Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one-hundred and fifty (150) clock hours of participation in activities which contribute to competence performance, or effectiveness in the profession of education. This program is to be completed within a five- (5-) year period. The five- (5-) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.
- 22.1.3. Each unit member who obtains a clear credential after September 1, 1985, shall develop a professional growth plan which pertains to one (1) or more of the following:
 - 22.1.3.1. A subject the unit member teaches, or reasonably expects to teach, in kindergarten or in grades one (1) through twelve (12). Professional growth activities that lead to additional credentials and authorizations are allowed and encouraged.
 - 22.1.3.2. A field of specialization in which the unit member serves or reasonably expects to serve, in kindergarten or in grades one (1) through twelve (12). Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education, and special education.
 - 22.1.3.3. Concepts, principles and methods of effective teaching, curriculum, and evaluation in kindergarten or in grades one (1) through twelve (12).
 - 22.1.3.4. Concepts and principles of physical, intellectual, social, and emotional development among children and youth.
 - 22.1.3.5. Concepts and principles of human communication, learning, motivation, and individuality.
 - 22.1.3.6. Language and cultural backgrounds of groups of children and youth who attend California schools.
 - 22.1.3.7. Concepts and principles of effective relationships among schools, families, and communities.
 - 22.1.3.8. Roles, organization, and operation of public education and of institutions that promote public education.

Article 22 - PROFESSIONAL GROWTH (continued)

Section 22.2: PROFESSIONAL GROWTH ACTIVITIES

Acceptable activities for the implementation of a Professional Growth Plan shall be in conformance with those delineated in the California Professional Growth Manual.

Section 22.3: PROFESSIONAL GROWTH ADVISORS

The District will maintain a list of qualified unit members and other appropriate volunteers to assist unit members in the completion of their professional growth plans.

22.3.1. Prior to beginning an activity which could accumulate clock hours, the unit member shall submit the proposed plan to the designated professional growth advisor. Within five (5) workdays, the professional growth advisor shall review the proposed plan. If the proposed plan is in conformance with Section 22.2., then the professional growth advisor shall sign off on the proposed plan. If the proposed plan is not in conformance, then reasons for non-conformance shall be placed in writing by the professional growth advisor. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

22.3.2. Upon completion of the activity, the unit member shall submit to his/her professional growth advisor a form which contains the following information:

22.3.2.1. Type of activity.

22.3.2.2. Dates of the activity.

22.3.2.3. Number of clock hours spent in the activity.

The professional growth advisor shall sign the form and return the signed form to the unit member.

Section 22.4: PROFESSIONAL GROWTH CREDIT

22.4.1. Unit members participating in a professional growth plan may appeal their concerns related to the professional growth requirements to the joint District/Association Professional Growth Panel. If the concern is not resolved at the district level, the unit member may appeal the local decision to the Commission on Teacher Credentialing.

22.4.2. The completion of required professional growth activities will not be tied to progress on the salary schedule unless it is an approved district or university course.

Article 22 - PROFESSIONAL GROWTH (continued)

Section 22.5: PROFESSIONAL GROWTH PANEL

- 22.5.1. A professional growth panel shall be established which shall consist of seven (7) members, four (4) of whom shall be unit members appointed by the Association and three (3) of whom shall be administrators appointed by the District.
- 22.5.2. The panel will be responsible for the following:
 - 22.5.2.1. Establishment of a meeting schedule and identification of joint chairpersons.
 - 22.5.2.2. Recommendations for orientation and/or training of advisors.
 - 22.5.2.3. Consideration and resolution of issues that arise between advisors and unit members.
 - 22.5.2.4. Consideration and designation of suggested advisors who are non-district employees, but who hold California credentials.
 - 22.5.2.5. Review the professional growth program and make advisory recommendations to both Parties to this Agreement as appropriate.

Section 22.6: PROFESSIONAL GROWTH TRANSFERS

Unit members subject to this provision who transfer from another district shall be entitled to transfer any approved clock hours earned toward the fulfillment of the one-hundred and fifty (150) clock hours requirement from their previous district to the San Diego Unified School District as appropriate.

Section 22.7: MISCELLANEOUS PROVISIONS

- 22.7.1. Unit member evaluations will be conducted independent of professional growth plans.
- 22.7.2. Individual unit members are responsible for maintaining the necessary records to verify successful completion of their professional growth plans and for the processing of any required documents.
- 22.7.3. Unit members may select an advisor from an approved list maintained by the District. The District may appoint both district and non-district personnel as advisors.
- 22.7.4. The District retains the right to remove any advisor in keeping with Education Code requirements.

Section 22.8: GRIEVABILITY

Inasmuch as this state-mandated program contains a resolution process through the professional growth panel and/or the State Commission on Teacher Credentialing, disputes between advisors and participating unit members shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 23. BILINGUAL/ESL TEACHERS

Section 23.1: BILINGUAL ASSIGNMENTS

The District shall limit bilingual/ESL or transition classrooms to no more than two (2) grade levels, except in cases of an emergency. Whenever possible, English language proficiency levels shall be considered when placing students in bilingual classes.

Section 23.2: REQUIRED TRANSLATIONS OF MATERIALS

The District shall, whenever possible, provide unit members assigned to bilingual classrooms with district-adopted materials in the primary language of the students in the class. Required translation of district-adopted materials by unit members shall be assigned by the District and compensated at the non-classroom hourly rate of pay.

School sites shall accept the responsibility for translating site-adopted materials. In the event that unit members are required to translate site-adopted materials or to interpret, translate or otherwise use their bilingual skills unrelated to their classroom assignment and in addition to their normal responsibilities (except for brief, occasional services which do not draw the unit member away from normal responsibilities), they shall be entitled to compensation at the nonclassroom hourly rate of pay. The site principal shall confirm with the unit member that the additional compensation will be authorized prior to the unit member's acceptance of the assignment.

Section 23.3: CERTIFICATION EXAMINATION FEES

The District will reimburse the fee for the first administration of the complete certification exam (whether the required tests are administered together or separately) to those unit members who are designated as "Teachers in Training" for Bilingual or English Language Development certification, who have participated in the district training program and who are assigned to programs for LEP students.

Section 23.4: INSERVICE TRAINING

The District will distribute information to all affected unit members identifying district- or County Office of Education-sponsored course work necessary to complete or maintain their credential(s) or certification.

Section 23.5: BILINGUAL/ESL JOINT COMMITTEE

The Parties agree to the establishment of a joint Bilingual/ESL Committee composed of five (5) unit members appointed by the Association and five (5) representatives appointed by the District. This Committee shall:

- 23.5.1. Review second language programs and budgets and make recommendations to the instructional team leader and provide copies to the Contract Administration Committee.

Article 23 - BILINGUAL/ESL TEACHERS (continued)

23.5.2. Explore possible alternatives for funding bilingual/ESL unit member incentives.

The Committee shall report its recommendations to the Contract Administration Committee.

Section 23.6: ASSIGNMENT OF BILINGUAL PUPILS

No unit member shall be placed in excess status if a student requiring second language services is placed in his/her classroom when another appropriate placement is available at the site.

ARTICLE 24. YEAR-ROUND SCHOOLS

Section 24.1: YEAR-ROUND SCHOOLS

- 24.1.1. Whenever the District determines that a site will change from a traditional calendar schedule to a year-round schedule, it shall notify the Association and will, upon request, consult regarding staffing of the site.
- 24.1.2. To the extent possible, professional growth opportunities will be made available to year-round school staff during intersessions and other appropriate times. The Association and the District shall meet annually to discuss staff development and training plans. The goal shall be to assure that an appropriate schedule of staff development activities occur after the instructional day both during the work year and during intersession for the convenience of unit members assigned to year-round schools.
- 24.1.3. Unit members who are required to attend meetings or activities during off-track days shall be appropriately compensated.
- 24.1.4. Support services for year-round schools shall be comparable with services provided to schools on traditional calendar.
- 24.1.5. Issues related to year-round schools that are not addressed in this Agreement will be referred to the Contract Administration Committee for discussion and resolution.

Section 24.2: YEAR-ROUND ASSIGNMENTS

- 24.2.1. Track Assignment
 - 24.2.1.1. Principals will provide unit members with the opportunity to meet to express their individual preferences for track assignments (grade levels/subjects) for the succeeding school year.
 - 24.2.1.2. Principals are encouraged to complete track assignments as soon as possible, but normally not later than May 1 of each year.
- 24.2.2. Track Changes. Unit members who have changed tracks during the school year and would be subject to a loss of annual workdays shall be provided with the opportunity to work intersession, summer school or other approved district projects as mutually agreed between the unit member and the District.

Section 24.3: FLEX ASSIGNMENTS

- 24.3.1. Flex Teacher. A flex teacher is a teacher who does not have a permanent room assigned and who must change room assignments whenever a track change is made at the site.

Article 24 - YEAR-ROUND SCHOOLS (contemned)

- 24.3.2. Assignments. In determining the model to use for sharing classroom space, the staff, through a shared decisionmaking process, will consider: the flex track plan, the flex teacher plan, the four-share-three plan, or any other model agreed to by staff.

If the flex teacher model is used, the principal may request volunteers or will rotate the position when determining the flex teacher assignment. Suggestions from affected unit members will be sought.

- 24.3.3. To accommodate flex teachers, the District shall adhere to the following:

- 24.3.3.1. Consideration will be made to avoid flex assignments in kindergarten or first grade.
- 24.3.3.2. Normally, principals should not assign supervision duty to flex teachers.
- 24.3.3.3. Normally, flex teachers will not be responsible for room environment as it relates to Article 14, Section 14.2.1.1.d.
- 24.3.3.4. Within budgetary constraints, flex teachers will be provided with appropriate work space, storage space and moveable cabinets.
- 24.3.3.5. The District, upon request, will provide on-site custodial support for flex teachers during changes in room assignments.
- 24.3.3.6. Flex teachers shall be provided with the option of class coverage or payment at the non-classroom hourly rate of pay for two (2) hours for each room change required.

Section 24.4: SUPPORT STAFF ASSIGNMENTS

Prior to making assignments of unit members at year-round schools who are not assigned to a specific track (i.e., resource specialist, librarian, counselor, etc.), the supervisor shall consult with the affected unit members regarding their preference for work assignments for the next school year.

ARTICLE 25. EDUCATION REFORM AND SHARED DECISIONMAKING

Section 25.1: 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 25.2: EDUCATION REFORM

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

- 25.2.1. Involving school staff members in decisionmaking at sites.
- 25.2.2. Devising new systems of school site accountability.
- 25.2.3. Organizing and staffing schools in new ways.
- 25.2.4. Altering schedules and learning activities to accommodate different levels of student learning.
- 25.2.5. Involving school staff members in budget development.
- 25.2.6. 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 25.3: 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.

- 25.3.1. The District and the Association recognize the need for flexibility in education reform and will, where appropriate, consider waiving or modifying any contract provisions.
- 25.3.2. Education reform proposals which require such waivers or modifications shall be referred to the Contract Administration Committee for review.
- 25.3.3. 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.

Article 25 - EDUCATION REFORM AND SHARED DECISIONMAKING (cont.)

Section 25.4: SHARED DECISIONMAKING

The Association and the District are committed to shared decisionmaking at the school site which includes participation by all stakeholders as the most appropriate means of improving student achievement. To this end, school sites shall adhere to the following:

- 25.4.1. Governance teams should include representation of all stakeholders, including parents, community representatives, administrators, certificated staff members, classified staff members, and, when appropriate, students.
- 25.4.2. 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.
- 25.4.3. 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 decisionmaking process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 25.4.4. Conflicts or differences of interpretation which may arise regarding implementation of shared decisionmaking processes at the site may be submitted by a unit member(s) to the Contract Administration Committee for resolution.
- 25.4.5. 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.
- 25.4.6. 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.

Section 25.5: SITE DECISIONS REGARDING STAFFING

- 25.5.1. 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.
- 25.5.2. Sites contemplating the elimination of an existing bargaining unit position must complete the decisionmaking process during the school year preceding the year when such decision is proposed to become effective. The decision must be made no later than February 1 for AA-funded positions and for categorically-funded positions as close to February 1 as is reasonably possible.

Article 25 - EDUCATION REFORM AND SHARED DECISIONMAKING (cont.)

- 25.5.3. 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 25.6: PILOT SCHOOLS

In order to advance the Parties' mutual intent as expressed in Section 25.1., the Association and the District agree to engage in the following joint reform effort. The Parties shall cooperatively establish up to three (3) pilot schools or one (1) K-12 cluster 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:

- 25.6.1. 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.
- 25.6.2. 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 SDTA contract and district policies/procedures from which the school requests to be exempted and the reasons therefore.
- 25.6.3. Pilot schools shall remain subject to all local, state and federal laws governing school districts and to those portions of the SDTA contract and district policies and procedures established in compliance with such laws. Pilot schools shall also remain subject to the District's Merit System Rules and the provisions of existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.
- 25.6.4. 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.
- 25.6.5. 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.
- 25.6.6. Pilot schools shall require approval on a year-to-year basis by mutual agreement of the Parties.

Article 25 - EDUCATION REFORM AND SHARED DECISIONMAKING (cont.)

Section 25.7: SHARED-DECISIONMAKING TASK FORCE

The Parties agree to reconvene a Shared-Decisionmaking Task Force, including parents, community representatives, administrators, certificated staff members, classified staff members and students, to review and resolve issues related to school site governance and to recommend changes to existing district guidelines to the Contract Administration Committee no later than January 31, 1997. Fifty percent (50%) of the Task Force shall be unit members. In developing its report and recommendations, the committee will:

- 25.7.1. Consider the factfinder's recommendations,
- 25.7.2. Design and conduct a survey of all sites and stakeholders to assess the degree of success and areas of concern that exist relative to site-based decisionmaking, and
- 25.7.3 Study the progress made by other large urban school districts in terms of site-based decisionmaking.

ARTICLE 26. CONTRACT ADMINISTRATION COMMITTEE

Section 26.1: STRUCTURE

The Parties agree to establish a Contract Administration Committee composed of five (5) representatives appointed by the Association and five (5) representatives appointed by the District.

Section 26.2: PURPOSE

The purpose of this Committee shall be to meet periodically as needed, to resolve contract administration issues which may arise from time to time during the term of this Agreement, and specifically, to address the following issues:

- 26.2.1. Problems related to access to district premises as defined in Section 5.3.
- 26.2.2. Problems related to the use of association leave for association business as set forth in Section 5.4.3.
- 26.2.3. Issues related to new funds received by the District as defined in Section 7.2.
- 26.2.4. Negotiate the District's Master Calendar as established in Section 8.2.2.
- 26.2.5. Review Site Security Plan Criteria as set forth in Sections 11.6.2. and 11.6.3.
- 26.2.6. Problems relating to implementation of dress codes (if any) as set forth in Section 11.12.
- 26.2.7. Develop a form to be used by unit members to identify concerns related to school site maintenance/custodial services as specified in Section 11.2.3.
- 26.2.8. Receive the report(s) of the Transfer Monitoring Committee established in Section 12.2.
- 26.2.9. Receive and act upon recommendations from the Experience Balancing Committee as established in Section 12.8.
- 26.2.10. Receive and act upon recommendations from the joint committee to review the feasibility of developing a structured post and bid system for itinerant vacancies as specified in Section 12.17.
- 26.2.11. Receive and act upon recommendations from the Inclusive Education Committee as established in Section 13.2.
- 26.2.12. Problems related to facilities in the implementation of Section 13.4., Class Size Reduction Plan.

Article 26 - CONTRACT ADMINISTRATION COMMITTEE (continued)

- 26.2.13. Review monthly class size reports of secondary academic classes, utilize data for future negotiations and develop recommended solutions to outstanding class size problems as established in Section 13.5.5.
- 26.2.14. Attempt to reach consensus on the method used to determine secondary physical education class averages as set forth in Section 13.5., no later than April 30, 1996.
- 26.2.15. Receive and act upon recommendations from the Special Class Size Committee as established in Section 13.6., no later than June 30, 1996.
- 26.2.16. Review the Mentor Teacher Report to be submitted by the Mentor Teacher Program Review Committee as described in Section 18.10.
- 26.2.17. Negotiate impacts and effects of layoff as established in Section 19.2.2.
- 26.2.18. Receive and act upon recommendations from the Bilingual/ESL Joint Committee as established in Section 23.5.
- 26.2.19. Receive and act upon any proposed contract waivers as established in Section 25.3.
- 26.2.20. Implement provisions of Article 25 which are assigned to the C.A.C., including resolution of site shared decisionmaking disputes in accordance with Section 25.4., contract and procedure waivers as defined in Section 25.5., and implementation of pilot schools as established in Section 25.6.
- 26.2.21. Receive and act upon the recommendations of the Shared Decisionmaking Task Force as established in Section 25.7., no later than January 30, 1997.
- 26.2.22. Receive and act upon the report of the Intern Coordination Committee as established in Section 27.6.
- 26.2.23. Receive the recommendations of the Discipline Committee as established in Section 29.1. by September 30, 1996.
- 26.2.24. Review unit member/Association access to the district "Wide Area Network."
- 26.2.25. Discuss and attempt to reach mutual agreement requiring the District to provide supplies and materials necessary to implement district-adopted curriculum.
- 26.2.26. Negotiate the terms and conditions of employment for Adult Education unit members, excluding wages.
- 26.2.27. Receive and act upon the Parties' joint review of the R.O.P. pilot compensation program specified in Section 8.05 of the Salary Rules and Regulations.

Article 26 - CONTRACT ADMINISTRATION COMMITTEE (continued)

Section 26.3: AUTHORITY

The Committee shall have the authority to resolve contract administration issues subject to ratification by the Association and the District as appropriate.

Section 26.4: MEETING SCHEDULE

The Committee shall meet as determined by mutual agreement. Meeting times and locations shall be by mutual agreement.

Section 26.5: COMMUNICATION

Minutes of meetings shall be kept and distributed to the Board of Education, Cabinet and Association Board of Directors.

ARTICLE 27. INTERN PROGRAM

Section 27.1: INTERN ASSIGNMENTS

The District may employ up to a maximum of eighty (80) new interns each year with a maximum total of 150 interns district-wide. The Intern Coordinating Committee will monitor as necessary.

Section 27.2: INTERN SUPPORT

Normally, an intern shall be assigned with the assistance of a master unit member who shall be released from a normal assignment. A master unit member may be a resource teacher, mentor, or a unit member on released time at the site. The specific level of intern master unit member support shall be as follows:

<u>INTERN</u>	<u>RATIO</u>	<u>MASTER UNIT SUPPORT</u>
Year 1	1:5	6 hours 30 minutes per week
Year 2 and 3	1:8	4 hours per week

When a master unit member has been released full time to supervise interns, such an assignment shall be on a rotational basis for two (2) full school years. Staffing of master unit member positions assigned for intern support shall be in accordance with Article 12 - Transfer Policies.

On an annual basis, the District shall provide to the Association a roster of interns and the designated master unit members assigned to work with them.

Section 27.3: INTERN EMPLOYMENT

Leave replacement unit member reemployment rights shall not be affected by the employment of interns.

Section 27.4: INTERN ASSIGNMENTS

Assignments of interns to sites and classes shall take place after other unit members have received the opportunity of bidding upon vacancies in accordance with the following:

- 27.4.1. In traditional calendar sites, interns may be offered positions following the August posting of vacancies, except that positions appearing on the July post which receive no bids may be filled by interns. In year-round schools, interns may be offered positions following the July posting of vacancies, except that positions appearing on the May post which receive no bids may be filled by interns.
- 27.4.2. All positions held by interns will be posted after the completion of the internship during the regular posting periods, except that positions held by second year BECA interns will be posted at the end of the second school year. Second year BECA interns are eligible to apply to continue in that position.

Article 27 - INTERN PROGRAM (continued)

Section 27.5: EVALUATION/TERMINATION

Interns shall be evaluated based upon the provisions of Article 14. Termination of interns is not covered under this Agreement, but is subject to the terms of the Education Code.

Section 27.6: INTERN COORDINATION COMMITTEE

The District and the Association shall establish a joint Intern Coordination Committee composed of equal numbers of representatives of both Parties. The Committee shall establish its own internal procedures including selection of chairperson(s). The purpose of the Committee shall be:

- 27.6.1. To provide linkages between the various intern programs.
- 27.6.2. To review and coordinate the support provided to interns in the various programs.
- 27.6.3. To review the intern programs and make recommendations to the Parties regarding expansion, continuation and/or modifications to the programs.
- 27.6.4. The joint Intern Coordination Committee will work collaboratively with universities to develop procedures relating to assignment, evaluation and termination of interns.
- 27.6.5. New intern programs proposed by the District will be reviewed in collaboration with the joint Intern Coordination Committee.

ARTICLE 28. NON-DISCRIMINATION

Section 28.1: NON-DISCRIMINATION

Except for affirmative action provisions established in this Agreement and consistent with state and federal law, neither the District nor the Association will, in the implementation of this Agreement, discriminate against or harass any unit member because of such individual's race, creed, color, age, gender, sexual orientation, national origin, physical handicap or participation or non-participation in Association activities.

ARTICLE 29. JOINT COMMITTEES

Section 29.1: DISCIPLINE COMMITTEE

The Parties agree to create a joint committee composed of one (1) attorney appointed by each side and two (2) additional representatives appointed by each Party. The charge to this Committee shall be to develop a mutually agreeable process for unit member discipline and the relationship between parent complaint procedures and discipline procedures. The Committee's recommendations shall be submitted to the Contract Administration Committee (CAC) not later than September 30, 1996.

Section 29.2: JOINT COMMITTEES ESTABLISHED ELSEWHERE

The District and the Association have agreed to the establishment of additional joint committees in various articles of this Agreement. These committees include the following:

- 29.2.1. Calendar Committee established in Section 8.2.1.
- 29.2.2. Elementary Preparation Time Committee established in Section 8.7.2.
- 29.2.3. Health and Welfare Benefits Committee established in Section 9.6.
- 29.2.4. Transfer Monitoring Committee established in Section 12.2.11.
- 29.2.5. Experience Balancing Committee established in Section 12.8.
- 29.2.6. Committee to review the feasibility of developing a structured post and bid system for itinerant vacancies established in Section 12.17.
- 29.2.7. Inclusive Education Committee established in Section 13.2.
- 29.2.8. Special Class Size Committee established in Section 13.6.
- 29.2.9. Mentor Steering Committee established in Section 18.9.2.
- 29.2.10. Mentor Teacher Committee for program review established in Section 18.10.
- 29.2.11. Professional Growth Panel as established in Section 22.5.
- 29.2.12. Bilingual/ESL Committee established in Section 23.5.
- 29.2.13. Shared Decisionmaking Task Force established in Section 25.7.
- 29.2.14. Intern Coordination Committee established in Section 27.6.
- 29.2.15. Special Education Case Load Committee established in Section 30.2.
- 29.2.16. Visiting Teacher Committee established in Section 33.7.

ARTICLE 30. SPECIAL EDUCATION

Section 30.1: SPECIAL EDUCATION CASELOADS

The District and the Association recognize that several variables impact the caseload or class size of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below:

- 30.1.1. Learning Handicapped (LH) 18
- 30.1.2. Communication/Learning Disability (CLD) 15
- 30.1.3. Severely Emotionally Disturbed (SED) 12
- 30.1.4. Integrated Life Skills 12
- 30.1.5. Deaf and Hard of Hearing (DHH) 10
- 30.1.6. Resource Specialist (RS) 28
- 30.1.7. Language Speech and Hearing (LSH) 55

Other special education positions such as psychologists, adaptive physical education and physically handicapped teachers with student caseloads or class sizes will be monitored by the Committee set forth in Section 30.2. and such unit members having concerns about caseload may refer them to the Committee.

Section 30.2: CASELOAD COMMITTEE

The caseload or class size for positions mentioned in Section 30.1. will be monitored by a joint committee of three (3) members each appointed by the District and the Association in accordance with Section 30.3.

Section 30.3: CASELOAD PROBLEM RESOLUTION

If it is determined by the Committee in Section 30.2. that concerns exist relative to caseloads and class sizes as described in Section 30.1., the Committee will explore possible solutions. Solutions may include, though not be limited to, the following:

- 30.3.1. Reassignment/readjustment of staff.
- 30.3.2. Tighter screening practices at schools.
- 30.3.3. Increase prevention at the site.
- 30.3.4. Readjust aide time.
- 30.3.5. Evaluate student placement.
- 30.3.6. Reassign students to other classes or other schools.
- 30.3.7. Apply for waivers as appropriate.

Article 30 - SPECIAL EDUCATION (continued)

Section 30.4: SPECIAL EDUCATION EARLY CHILDHOOD PRESCHOOL PROGRAM (SEEC)

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 (17th) student is identified, a conference between the teacher, an association representative if requested, and the SEEC administrator will occur. Consideration will be given to aide 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 30.5: LOW INCIDENCE PROGRAMS

Caseloads for low incidence itinerant programs including VH, PH, and D/HH 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 30.6: 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 Committee established in Section 30.2 will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.

ARTICLE 31. CHARTER SCHOOLS

Section 31.1: PROCESS FOR APPROVAL OF CHARTER PETITIONS

In addition to procedures established by the Board of Education, the District agrees to adhere to the following procedures when considering the approval of a proposed charter.

- 31.1.1. The District agrees to amend its charter approval procedures to urge that in soliciting signatures on a proposed charter, the petitioner should present the complete charter, including a written indication as to the person(s) who authored the charter, to each potential signatory to the charter petition.
- 31.1.2. The District agrees to amend its charter approval procedures to indicate that person(s) intending to submit a proposed charter to the Board of Education for consideration are encouraged to consult with and seek the support of not only classroom teachers, but also of affected non-classroom bargaining unit members (i.e., counselors, media specialists, nurses, psychologists, etc.) in the development of the proposed charter.
- 31.1.3. Upon receipt of a charter proposal from a group of charter petitioners, the District shall forward a copy of the proposal to the Association.
- 31.1.4. The Association shall be included as a Party to the district review process of the proposed charter and may submit any comments and/or recommendations of the Association when the proposed charter is presented to the Board of Education.
- 31.1.5. The District agrees to amend its charter approval procedures to urge that petitioners who desire to waive all or portions of the collective bargaining agreement discuss their concerns with the Association prior to submission of the proposed charter to the Board of Education.

Section 31.2: LEAVE AND RETURN RIGHTS

- 31.2.1. Whenever the Board of Education approves a charter proposal, the Parties shall meet to determine a specified period when unit members at the proposed charter school may exercise their right to transfer. If mutual agreement is not reached, the transfer- out period shall extend from ten (10) workdays after the date of Board of Education approval until the date when the charter school is implemented. Unit members may exercise their rights provided under Article 12 of this Agreement.
- 31.2.2. A unit member initially employed by the District who chooses to exercise his/her right to return from a charter school to regular district employment may do so only at the end of the academic year and must notify the Human Resource Services Division no later than March 15. Return rights shall be governed by the transfer provisions delineating post and bid and excess rights provided in Article 12 of this Agreement.

Article 31 - CHARTER SCHOOLS (continued)

- 31.2.3. A unit member initially employed by the District who is declared in excess at a charter school may return to regular district employment under the procedures governing the placement of excess unit members set forth in Article 12 of this Agreement.
- 31.2.4. A unit member initially employed by the District who is administratively transferred from a charter school shall return to regular district service in accordance with the administrative transfer provisions set forth in Article 12 of this Agreement.
- 31.2.5. Unit members initially employed by the District who are not subject to provisions 31.2.2., 31.2.3., or 31.2.4. above shall have the right to participate in the voluntary transfer process set forth in Article 12 of this Agreement.
- 31.2.6. Upon expiration or termination of a charter, unit members initially employed by the District shall have the right to return to an assignment in the District, unless the unit member has been laid off by the District. Such returning unit members may exercise any transfer rights provided under Article 12 of this Agreement.

Section 31.3: GENERAL PROVISIONS

- 31.3.1. Upon return to district service from a charter school, returning unit members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to unit members under this Agreement.
- 31.3.2. All unit members serving in charter schools will retain their original district seniority dates for purposes of determining their eligibility for all other rights and benefits provided under this Agreement.
- 31.3.3. A unit member initially employed by the District who is assigned to a charter school may be considered for summer school/intercession assignments at other school within the District.

Section 31.4: HEALTH AND WELFARE BENEFITS

Unit members serving in a charter school shall be eligible to continue their participation in the group health plans provided under Article 9 of this Agreement, provided that:

- 31.4.1. The charter school agrees to continue to purchase group health coverage through the District, and
- 31.4.2. The charter school agrees to adhere to the district group eligibility requirements and other terms and conditions of participation set forth by each carrier and/or by the San Diego County Schools Voluntary Employee Benefits Association (VEBA).

ARTICLE 32. REDUCED WORKLOAD PLAN

Unit members may, in accordance with Education Code Sections 44922 and 22724 and this Article, reduce their workload to no less than half-time and receive the same credit toward retirement under the State Teachers Retirement System (STRS) that the unit member would received if he/she were employed on a full-time basis. Unit members who enter this program may continue to participate for a maximum of five (5) school years at which time the unit member shall be required to retire.

Section 32.1: MAXIMUM PARTICIPATION

The maximum number of unit members participating in this program at any one time shall be sixty (60).

Section 32.2: ELIGIBILITY

- 32.2.1 A participating unit member must have reached the age of fifty-five (55) prior to the start of the school year in which the unit member proposes to commence the reduced workload.
- 32.2.2 A participating unit member must have been employed as a full-time certificated employee in California for at least ten (10) years, of which the last five (5) years were in full-time certificated employment in the San Diego Unified School District. An approved leave of absence shall not constitute a break in service; however, time spent on leave(s) of absence will not be counted toward the five- (5-) year requirement.
- 32.2.3 A participating unit member must have received an effective evaluation during his/her most recent evaluation period in order to be considered for the program. Exceptions to this requirement may be granted by mutual agreement between the unit member and the District.

Section 32.3: OPTION TO PARTICIPATE

The option to participate in the reduced workload program can be exercised only upon the request of the unit member and with the mutual agreement of the District and can be revoked only by mutual consent of the unit member and the District.

Section 32.4: CONDITIONS OF PARTICIPATION

- 32.4.1 Unit members participating in the Reduced Workload Program who are assigned to self-contained classrooms will be required to work one-half (1/2) time for both semesters of a school year and are required to serve a minimum of either ninety-two (92) full days or one-hundred and eighty-four (184) half days.

Article 32 - REDUCED WORKLOAD PLAN (continued)

- 32.4.2 All other unit members participating in the Reduced Workload Program will be required to be on duty either: 1) one-hundred percent (100%) of one (1) semester (a minimum of ninety-two [92] workdays) and zero percent (0%) of the other semester of a school year; or 2) one-half (1/2) time for both semesters of a school year, and requiring a minimum service of either ninety-two (92) full days or one-hundred and eighty-four (184) half days.
- 32.4.3 Unit members participating in the Reduced Workload Program will earn sick leave on a prorata basis.
- 32.4.4 The provisions of Article 12, Transfer Policies, and Article 18, Mentor Teachers, shall not apply to unit members participating in the Reduced Workload Program.
- 32.4.5 District and unit member contributions to the State Teachers Retirement System (STRS) shall be equal to the amount required for a full-time unit member.
- 32.4.6 Unit members participating in this program shall maintain their district-paid Health and Welfare benefits as provided under Article 9 of this Agreement for the full school year.
- 32.4.7 Participating unit members shall be entitled to participate in the Attendance Incentive program provided for in Section 10.2, of this Agreement except that the sick leave incentive and perfect attendance bonus provided therein shall be prorated.
- 32.4.8 Participating unit members shall be eligible for advancement on the salary schedule in the same manner provided for other part-time unit members (Salary Rules, Section 4.025).
- 32.4.9 Participating unit members shall be evaluated in the same manner provided for all other unit members under Article 14, Performance Evaluation Provisions, except that the evaluation process for unit members who are assigned for one complete semester of full-time service and one semester off per school year, shall be condensed to provide for a final summary evaluation to be provided the unit member not later than fifteen (15) calendar days prior to the final day of service for the semester in which the unit member is assigned to be on duty.

Section 32.5: APPLICATION PROCEDURE

Unit members desiring to participate in the Reduced Workload Program shall identify their own partner and the two shall jointly submit an application to the Human Resource Services Division no later than March 1 in order to reduce their workload for the subsequent school year. Applications will be considered on a first-come, first served basis. It is agreed that applications for the 1994-95 school year only may be submitted no later than May 1, 1994.

Article 32 - REDUCED WORKLOAD PLAN (continued)

Section 32.6: FORFEITURE OF RETIREMENT CREDIT

If a unit member participating in the Reduced Workload Program performs service that is less than half-time, he/she shall lose eligibility for the program for that particular school year. In addition, if it is found by the State Teachers Retirement System (STRS) that a participating unit member failed to meet the minimum eligibility criteria set forth by the Education Code, his/her participation in the program shall be considered a break in service, resulting in a loss of retirement credit and permanently disqualifying the unit member from future participation in the Reduced Workload Program.

ARTICLE 33: VISITING TEACHERS

Section 33.1: DEFINITIONS

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

Section 33.2: WAGES

The salary rates for both short-term and long-term visiting teacher assignments shall be set forth in Appendix A and shall be established at the same rate as the 1993-94 rate of pay, increased by the same percentage as applied to the regular teacher salary schedule.

Section 33.3: HOURS

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.

Section 33.4: ASSIGNMENT

33.4.1. General

- 33.4.1.1. 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.
- 33.4.1.2. 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.
- 33.4.1.3. 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.

33.4.2. Site Support

- 33.4.2.1. 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.
- 33.4.2.2. 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.
- 33.4.2.3. Visiting teachers shall have reasonable access to site support services, such as copiers and supplies, relating to their assignment.

Article 33 - VISITING TEACHERS (continued)

33.4.3. Assignment Procedures

33.4.3.1. 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.

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

Section 33.5: EVALUATION

33.5.1. 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.

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

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

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

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

33.5.6. Elements of Evaluation

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

- a. Adherence to the regular classroom teacher's lesson plans.

Article 33 - VISITING TEACHERS (continued)

- b. Progress of pupils towards established standards (Long-Term Assignments).
- c. Instructional techniques and strategies.
- d. Adherence to curricular objectives.
- e. Establishment and maintenance of a suitable learning environment within the scope of the visiting teacher's responsibilities.
- f. Performance of non-instructional duties and responsibilities including supervisory and advisory duties.

33.5.6.2. The competency of non-classroom visiting teachers will be evaluated as such competency reasonably 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 visiting teacher elements of evaluation.

33.5.7. Procedures for Day-to-day Assignment Evaluations

33.5.7.1. Visiting teachers on day-to-day assignments shall be evaluated using the Day-to-Day Evaluation Form.

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

33.5.7.3. 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.

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.

Article 33 - VISITING TEACHERS (continued)

33.5.8. Procedures for Long-Term Evaluations

- 33.5.8.1. Visiting teacher assignments of fifteen (15) days or more in the same position shall be evaluated using the Long-Term Evaluation Form.
- 33.5.8.2. Long-term Evaluation Forms shall be made available at each site.
- 33.5.8.3. The evaluation shall be based on observation by the evaluator.
- 33.5.8.4. 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.
- 33.5.8.5. If the performance of a visiting teacher is deemed unsatisfactory, an evaluation report shall be submitted within ten (10) 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.

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

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

- 33.5.9.1. Submit a written rebuttal to the Human Resource Services Division (HRSD) for attachment as a permanent part of the evaluation.
- 33.5.9.2. Submit a copy of the written rebuttal of the evaluation directly to evaluating administrator or supervisor.
- 33.5.9.3. Contact the evaluating administrator to request a conference to discuss the evaluation or for reconsideration of rating.
- 33.5.9.4. If a resolution is not reached between site administrator/supervisor and the visiting teacher, the visiting teacher may appeal to the Assistant Superintendent, Human Resource Services Division.

33.5.10. Grievability of Evaluation

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

Article 33 - VISITING TEACHERS (continued)

Section 33.6: ACCESS TO POST AND BID AND INTERVIEWS FOR CONTRACT POSITIONS

33.6.1. As vacant positions not filled by contract unit members become available, visiting teachers shall be provided the opportunity to interview, along with all other qualified candidates, based upon the following:

33.6.1.1. Appropriate credential

33.6.1.2. Effective visiting teacher performance evaluations

33.6.1.3. Satisfaction of district affirmative action goals and objectives

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

33.6.2. During the July and August posting periods, visiting teachers may submit bid cards for posted positions. In the event that no contract unit member bids for a position for which a visiting teacher has submitted a bid card, the visiting teacher shall be entitled to an interview. 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 33.7: 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:

33.7.1. Establish its own meeting schedule.

33.7.2. Review and make appropriate changes in the orientation program and handbook for visiting teachers.

33.7.3. Develop day-to-day and long-term evaluation forms.

33.7.4. Meet and make recommendations for changes in the SAMS computer system for visiting teachers.

33.7.5. Address other issues as needed and appropriate.

Article 33 - VISITING TEACHERS (continued)

Section 33.8: 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>
50	1
80	2
110	3
140	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.

Section 33.9: APPLICATION OF CONTRACT PROVISIONS

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

Article 3	Definitions, Sections 3.1.4., 3.1.12., 3.1.13., and 3.1.14.
Article 8	Hours, Section 8.1
Article 10	Leaves of Absence
Article 12	Transfer Policies
Article 14	Evaluation - Sections 14.1., 14.2., 14.3., 14.4., 14.5., 14.6., 14.7
Article 17	Summer School, Sections 17.1., 17.3., 17.5., and 17.6
Article 18	Mentor Teachers
Article 19	Layoff and Reemployment
Article 21	Job Sharing
Article 24	Year-Round Schools, Sections 24.2. and 24.4.
Article 27	Intern Program, except Section 27.6

ARTICLE 34. EFFECT OF AGREEMENT

Section 34.1: 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 34.2: 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 34.3: 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.

Section 34.4: 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 34.5: DURATION CLAUSE

This Agreement is entered into on March 12, 1996. This Agreement shall become effective on July 1, 1995, and will remain in effect until June 30, 1998, except for modifications agreed to through the Contract Administration Committee as set forth in Article 26.

Section 34.6. NO REPRISALS

34.6.1. The Parties agree, collectively and individually, that they shall take no reprisals in any form against the other or against any bargaining unit member, student, parent or district employee because of actions taken or attitudes expressed during negotiations preceding this Agreement, including, but not limited to, concerted activities engaged in by bargaining unit members. The District shall not attempt to collect from the Association or its state or national affiliates, or any members employees or agents of the Association, either collectively or individually, any costs or losses incurred by or resulting from the aforementioned "concerted activities." The Parties agree that the District shall not pay unit members for withholding services during the "concerted activities."

Article 34 - EFFECT OF AGREEMENT (continued)

- 34.6.2. All civil suits which stem from the negotiations preceding this Agreement, including without limitation San Diego Superior Court Cases 696940 and 696932 shall be withdrawn with prejudice immediately following ratification by both Parties. No litigation nor unfair practice charge is to be commenced or maintained by either the Association or the District, concerning the events preceding the settlement.
- 34.6.3. Any alleged violation of this provision shall be subject to the grievance provision of this Agreement between the Parties or to the Public Employment Relations Board (PERB) as an unfair practice, at the option of the filing Party.

APPENDIX A (Salary Schedules)

SAN DIEGO UNIFIED SCHOOL DISTRICT

SALARY SCHEDULE (SDTA Bargaining Unit)

1995-98

Effective July 1, 1995

ANNUAL SALARY RATES FOR BASIC 184-DAY CONTRACT YEAR

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$26,125.26	\$27,719.16	\$29,314.11	\$30,908.01	\$32,502.96	1
2	27,105.86	28,700.81	30,294.71	31,889.66	33,483.56	2
3	28,126.56	29,720.46	31,315.41	32,909.31	34,504.26	3
4	29,188.53	30,783.48	32,377.38	33,972.33	35,566.23	4
5	30,292.61	31,886.51	33,481.46	35,075.36	36,670.31	5
6	31,440.05	33,035.00	34,628.90	36,223.85	37,818.80	6
7	32,634.95	34,229.90	35,823.80	37,418.75	39,012.65	7
8	33,876.26	35,471.21	37,065.11	38,660.06	40,253.96	8
9	35,166.18	36,761.13	38,356.08	39,949.98	41,544.93	9
10	36,508.82	38,102.72	39,697.67	41,291.57	42,886.52	10
11	37,904.27	39,498.17	41,093.12	42,688.07	44,281.97	11
12		40,950.63	42,545.58	44,139.48	45,734.43	12
13			44,056.11	45,651.06	47,244.96	13
14				47,220.71	48,815.66	14
15					50,448.62	15

SAN DIEGO UNIFIED SCHOOL DISTRICT

SALARY SCHEDULE
(SDTA Bargaining Unit)

1995-98

Effective March 1, 1996

ANNUAL SALARY RATES FOR BASIC 184-DAY CONTRACT YEAR

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$26,647.77	\$28,273.54	\$29,900.39	\$31,526.17	\$33,153.02	1
2	27,647.97	29,274.82	30,900.60	32,527.45	34,153.23	2
3	28,689.09	30,314.87	31,941.72	33,567.50	35,194.35	3
4	29,772.30	31,399.15	33,024.93	34,651.78	36,277.55	4
5	30,898.46	32,524.24	34,151.08	35,776.86	37,403.71	5
6	32,068.85	33,695.69	35,321.47	36,948.32	38,575.17	6
7	33,287.64	34,914.49	36,540.27	38,167.12	39,792.90	7
8	34,553.78	36,180.63	37,806.41	39,433.26	41,059.03	8
9	35,869.50	37,496.35	39,123.20	40,748.98	42,375.83	9
10	37,238.99	38,864.77	40,491.62	42,117.40	43,744.25	10
11	38,662.35	40,288.13	41,914.98	43,541.83	45,167.60	11
12		41,769.64	43,396.49	45,022.27	46,649.12	12
13			44,937.23	46,564.08	48,189.86	13
14				48,165.12	49,791.97	14
15					51,457.59	15

SAN DIEGO UNIFIED SCHOOL DISTRICT

SALARY SCHEDULE
(SDTA Bargaining Unit)

1995-98

Effective March 1, 1997

ANNUAL SALARY RATES FOR BASIC 184-DAY CONTRACT YEAR

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$27,180.72	\$28,839.01	\$30,498.40	\$32,156.69	\$33,816.08	1
2	28,200.93	29,860.32	31,518.61	33,178.00	34,836.29	2
3	29,262.87	30,921.17	32,580.55	34,238.85	35,898.23	3
4	30,367.75	32,027.13	33,685.43	35,344.81	37,003.11	4
5	31,516.43	33,174.72	34,834.11	36,492.40	38,151.79	5
6	32,710.22	34,369.61	36,027.90	37,687.29	39,346.67	6
7	33,953.40	35,612.78	37,271.08	38,930.46	40,588.76	7
8	35,244.86	36,904.24	38,562.54	40,221.92	41,880.21	8
9	36,586.89	38,246.28	39,905.67	41,563.96	43,223.35	9
10	37,983.77	39,642.06	41,301.45	42,959.74	44,619.13	10
11	39,435.60	41,093.89	42,753.28	44,412.66	46,070.96	11
12		42,605.04	44,264.42	45,922.71	47,582.10	12
13			45,835.98	47,495.36	49,153.66	13
14				49,128.42	50,787.81	14
15					52,486.74	15

SAN DIEGO UNIFIED SCHOOL DISTRICT

SALARY SCHEDULE
(SDTA Bargaining Unit)

1995-98

Effective February 1, 1998

ANNUAL SALARY RATES FOR BASIC 184-DAY CONTRACT YEAR

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$28,539.76	\$30,280.96	\$32,023.32	\$33,764.53	\$35,506.88	1
2	29,610.98	31,353.33	33,094.54	34,836.90	36,578.11	2
3	30,726.02	32,467.22	34,209.58	35,950.79	37,693.14	3
4	31,886.13	33,628.49	35,369.70	37,112.05	38,853.26	4
5	33,092.25	34,833.46	36,575.81	38,317.02	40,059.37	5
6	34,345.73	36,088.09	37,829.30	39,571.65	41,314.01	6
7	35,651.07	37,393.42	39,134.63	40,876.99	42,618.19	7
8	37,007.10	38,749.45	40,490.66	42,233.02	43,974.23	8
9	38,416.24	40,158.59	41,900.95	43,642.16	45,384.51	9
10	39,882.96	41,624.17	43,366.52	45,107.73	46,850.09	10
11	41,407.38	43,148.59	44,890.94	46,633.30	48,374.50	11
12		44,735.29	46,477.64	48,218.85	49,961.21	12
13			48,127.78	49,870.13	51,611.34	13
14				51,584.84	53,327.20	14
15					55,111.08	15

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

- 1.01 These rates apply to all contract certificated employees in the certificated employee unit except teachers, lead teachers, and resource teachers assigned to the children's center, teachers and resource teachers assigned to the State Preschool Program, and Military Science Instructors.
- 1.02 Intern Teachers employed full time in the Intern Teacher Program and School Psychology Interns will be paid the A-1 salary rate as contained in the Salary Schedule. 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 the Special Education Intern Program will be placed on the Salary Schedule in accordance with Section 2.00. Part-time Special Education Interns will be paid in proportion to their full-time rate.

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.

Salary Rules and Regulations (continued)

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 A Bachelor's degree.

Column B Master's degree or 36 semester units of creditable upper division or graduate work.

Column C 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 D Master's degree with a total of 72 semester units of upper division or graduate work.

Column E 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).

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

Effective July 1, 1995, 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.

Salary Rules and Regulations (continued)

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

Course work in these categories may be creditable for column or advancement 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, Librarian, Nurse, Psychologist, and Speech Therapist 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 = $\frac{2}{3}$ of a semester unit.

Salary Rules and Regulations (continued)

- 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.
- 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

Salary Rules and Regulations (continued)

- 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.
- 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.
- 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 $\frac{1}{2}$ or larger (i.e., 35 $\frac{1}{2}$ semester units will be counted as 36 semester units).
- 2.052 Salary column adjustments will be retroactive to the appropriate date of the current year of regular contract service in accordance with Section 2.051 when the transcript requirements of Section 2.051 have been met. 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.

Salary Rules and Regulations (continued)

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 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 NON-TEACHING EXPERIENCE

Audiologists, Counselors, Librarians, Nurses, Psychologists, and Speech Therapists: 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.

Salary Rules and Regulations (continued)

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit up to a maximum of 7 years for previous full-time employment as a licensed or certified professional in a setting which provided direct services to infants, school age children, and their families. Self-employment experience in a private practice is not creditable. Specific non-school experience for Counselors, Librarians, Nurses, and Psychologists 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 Librarians

Employment as a librarian 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.

3.033 Nurses

Employment as a Registered Nurse in settings which include, but are not limited to: community/public health agencies, pediatrics, general nursing, nurse practitioner, home health care, emergency room, industrial nursing, psychiatric, and supervisory/management nursing positions. Settings which are excluded include, but are not limited to: geriatric/convalescent, private duty nursing, intensive care unit, and licensed vocational nursing.

3.034 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, and hospitals. Settings which are excluded include, but are not limited to: non-clinical and research psychology.

Salary Rules and Regulations (continued)

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	8	67.4 - 77.3
2	7.4 - 17.3	9	77.4 - 87.3
3	17.4 - 27.3	10	87.4 - 97.3
4	27.4 - 37.3	11	97.4 - 107.3
5	37.4 - 47.3	12	107.4 - 117.3
6	47.4 - 57.3	13	117.4 - 127.3
7	57.4 - 67.3	14	127.4 - 137.3
		15	137.4 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 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

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 works 136 or more working days within the regularly scheduled school year 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.

Salary Rules and Regulations (continued)

4.022 Days absent during the regularly scheduled calendar year will not count for step advancement except:

1. District-approved absence on official district business
2. Absence due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded.

4.023 For unit members who work more than 126 days but less than 136 days, the district and the association will review individual circumstances for exceptions to this rule. Possible criteria for exceptions may include:

1. Catastrophic illness, injury or pregnancy complications for which the unit member is under the direct care of a physician
2. Newly hired unit members contracted to work 136 to 145 days

Unit members meeting the above criteria may work additional assignments within the current school year, if available, in order to qualify for step advancement.

4.024 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.

4.025 Part time unit members who work less than 136 days in one year may accumulate days worked from year to year in order to qualify for step advancement. Days worked in the final year of accumulation in excess of the amount needed to satisfy the 136-day requirement for step advancement 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.

Salary Rules and Regulations (continued)

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 Assistant Superintendent, 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 A. Unit members with a bachelor's degree will be placed and advanced on Columns A through E 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.

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.

Salary Rules and Regulations (continued)

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 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.

The exception to the above is the month of December when the payday will be moved to the first day in January when the central administrative offices of the district are open for business.

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.

Salary Rules and Regulations (continued)

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Nonclassroom Assignment

\$20.25 per hour effective July 1, 1995
\$20.66 per hour effective March 1, 1996
\$21.07 per hour effective March 1, 1997
\$22.12 per hour effective February 1, 1998

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

\$13.50 per hour effective July 1, 1995
\$13.77 per hour effective March 1, 1996
\$14.05 per hour effective March 1, 1997
\$14.75 per hour effective February 1, 1998

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.

Salary Rules and Regulations (continued)

7.013 Additional Hourly Classroom Assignment

\$26.73 per hour effective July 1, 1995
\$27.26 per hour effective March 1, 1996
\$27.81 per hour effective March 1, 1997
\$29.20 per hour effective February 1, 1998

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 25.3.)

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 C-13 of the Salary Schedule. The annual value of one extended day unit is:

\$616.79 effective July 1, 1995
\$629.12 effective March 1, 1996
\$641.70 effective March 1, 1997
\$673.79 effective February 1, 1998

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.

Salary Rules and Regulations (continued)

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 intercession 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 Summer School/Extended Year Programs for Special Education

- A. Compensation for unit members of state-mandated special education summer school/extended year programs will be defined as summer school rates with pay based upon a prorata percent of time which the extended-year service bears to the regular contract service year.
- B. Special education teachers presently assigned to the Development Center Program for Handicapped Minors at the Revere site will be assigned to a basic contract year and paid on a prorata basis for additional days of service in the summer school/extended school year program.

- 7.033 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.

Salary Rules and Regulations (continued)

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.

7.034

Temporary and Continuing Assignments

Section 7.034 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), summer school rates (Section 7.032), 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. The basic contract year annual salary will be paid in ten (10) equal monthly installments. 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.
- 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.

Salary Rules and Regulations (continued)

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 Assistant Superintendent, Human Resource Services Division.
- E. School Psychologists' and Senior School Psychologists' basic contract work year will be 190 days. The total annual salary will be divided into ten (10) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.

Salary Rules and Regulations (continued)

- 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 eleven (11) 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 regular contract unit member serving in a temporary or continuing assignment will not accrue paid vacation time for such additional service but will be allowed to use up any previously accrued vacation balance at times mutually agreeable to the supervisor and the unit member.

Salary Rules and Regulations (continued)

- J. 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.
- K. 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:

\$20.25 effective July 1, 1995
\$20.66 effective March 1, 1996
\$21.07 effective March 1, 1997
\$22.12 effective February 1, 1998

Evening Sessions -- Session rate for events which begin at or after 6 p.m. or when school is not in session as follows:

\$40.50 effective July 1, 1995
\$41.32 effective March 1, 1996
\$42.14 effective March 1, 1997
\$44.24 effective February 1, 1998

Salary Rules and Regulations (continued)

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 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; Psychologists; Psychometrists; Resource Nurses; Vocational Rehabilitation Counselors.

Head Counselor, Class I; Senior School Psychologist:

\$1850 effective July 1, 1995
\$1880 effective March 1 1996
\$1920 effective March 1, 1997
\$2020 effective February 1, 1998

Head Counselor, Class II:

\$2450 effective July 1, 1995
\$2500 effective March 1, 1996
\$2550 effective March 1, 1997
\$2680 effective February 1, 1998

Salary Rules and Regulations (continued)

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 CAREER TEACHER PROGRAM

The following longevity stipends will be provided to eligible unit members:

TOTAL STIPEND PER YEAR

YEARS 19-22 (Unit members who have completed 18 to 21 years of creditable contract service):

<u>Effective Date</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
July 1, 1995	500	500	500	1,000	1,000
January 1, 1997	1,000	1,000	1,000	1,500	1,500
January 1, 1998	1,500	1,500	1,500	1,500	1,500

YEARS 23+ (Unit members who have completed 22 or more years of creditable contract service):

<u>Effective Date</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
July 1, 1995	500	500	500	1,500	1,500
January 1, 1997	1,500	1,500	1,500	2,500	2,500
January 1, 1998	3,000	3,000	3,000	3,000	3,000

Salary Rules and Regulations (continued)

Effective June 30, 1998, the Career Teacher Program stipends shall be listed on the Salary Schedule and shall be subject to the same percentage change effective on or after July 1, 1998, as negotiated by the Parties for all other rates on the Salary Schedule.

8.05 COMMUNITY CLASSROOM/COOPERATIVE VOCATIONAL EDUCATION

The Regional Occupation Program (ROP) shall offer, on a one-year pilot basis, the following compensation for teachers whose students are placed in community classroom (CC) or cooperative vocational education (CVE):

8.051 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.

8.052 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 state-required supervision visit (one visit every three weeks for CC and one visit every four weeks for CVE) per student.

8.053 ROP unit members shall be compensated for the additional hourly classroom assignment rate. (Section 7.013 salary schedule)

The Parties agree to a joint review of this pilot to commence no later than May 31, 1996. At such time, the Parties may mutually agree to continue the compensation plan on a permanent basis or to negotiate a new compensation plan for implementation in the 1996-97 school year.

SAN DIEGO UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT CENTER SALARY SCHEDULE
1995-98

Effective July 1, 1995

MONTHLY SALARY RATES

	Effective 7/1/95	Effective 3/1/96	Effective 3/1/97	Effective 2/1/98	Effective 7/1/95	Effective 3/1/96	Effective 3/1/97	Effective 2/1/98
STEP	SALARY GRADE 91	SALARY GRADE 91	SALARY GRADE 91	SALARY GRADE 91	SALARY GRADE 92	SALARY GRADE 92	SALARY GRADE 92	SALARY GRADE 92
A	\$1960.18	\$1999.38	\$2039.37	\$2141.34	\$2105.85	\$2147.97	\$2190.93	\$2300.48
B	2058.36	2099.53	2141.52	2248.60	2210.36	2254.57	2299.66	2414.64
C	2164.96	2208.26	2252.43	2365.05	2319.07	2365.45	2412.76	2533.40
D	2270.52	2315.93	2362.25	2480.36	2442.57	2491.42	2541.25	2668.31
E	2384.52	2432.21	2480.85	2604.89	2561.85	2613.09	2665.35	2798.62
F	2499.58	2549.57	2600.56	2730.59	2685.35	2739.06	2793.84	2933.53
*G	2624.14	2676.62	2730.15	2866.66	2821.53	2877.96	2935.52	3082.30

*See note in Section 3.00 regarding assignments which qualify for placement on Step "G".

1.00 POSITION CLASSES COMPENSATED ON THE CHILD DEVELOPMENT 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 School-Age Parenting and Infant Development Program (SAPID).

2.00 DEFINITION OF SALARY GRADES

2.01 Salary grade 91: Child Development Center Teacher, State Preschool Teacher, Extended Day Magnet Program Teacher, and SAPID Teacher.

Salary Rules and Regulations - Child Development Center (continued)

- 2.02 Salary grade 92: Child Development Center Lead Teacher, Child Development Center Resource Teacher, Extended Day Magnet Program Lead Teacher, and State Preschool Resource Teacher.

3.00 INITIAL STEP PLACEMENT

Newly employed unit members will be placed on step A of the appropriate salary grade as defined in Section 2.00. Unit members with 7.5 months or more of creditable experience will be placed on steps "B" through "F" in accordance with Sections 3.01 and 3.02.

NOTE: (1) Eligibility for placement on Salary Grade 91, Step "G" is based on assignment to the School-Age Parenting and Infant Development Program with at least 57.5 months of qualifying experience. (2) Eligibility for placement on Salary Grade 92, Step "G" is based on having a minimum of 57.5 months of qualifying experience and assignment as a Lead Teacher at a center under the supervision of a Child Development Center Supervisor or other manager who has responsibility for two or more sites when the manager maintains his/her primary office at another site.

- 3.01 Non-District Teaching Experience -- Teaching experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. 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 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 Experience -- All district 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.

Salary Rules and Regulations - Child Development Center (continued)

- 3.03 Total Experience Credit -- Experience credit is allowed only in original placement on the salary schedule and is not subject to later review. 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.

Break points for determining step placement are:

<u>Step</u>	<u>Months of Experience</u>
A	0 - 7.4
B	7.5 - 17.4
C	17.5 - 27.4
D	27.5 - 37.4
E	37.5 - 47.4
F	47.5 - 57.4
G	57.5 - or more

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 CHILD DEVELOPMENT CENTER 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).

Salary Rules and Regulations - Child Development Center (continued)

- 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 works the prescribed number of working days within the scheduled calendar days for the assigned work year as shown below will advance one step for each year of creditable service until step F is reached.

10-month assignment - 133 or more working days

11-month assignment - 168 or more working days

12-month assignment - 185 or more working days

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 for any reason during the regularly scheduled calendar will not count for step advancement except (1) board-approved absence on official district business and (2) absence due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded.

- 5.03 A unit member promoted to a position compensated on salary grade 92 will be transferred to the corresponding step of the higher salary grade and allowed any earned increment as if service during the past year had been on the higher salary grade.
- 5.04 Change in Salary During a School Year -- Regular Child Development Center Salary Schedule contract teachers who are assigned to 12-month or 11-month assignments may be reassigned 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:

Salary Rules and Regulations - Child Development Center (continued)

- 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 except for the month of December. Pay day for December will be the first day in January when the central administrative offices of the district are open for business.

6.00 SUBSTITUTES FOR CHILD DEVELOPMENT CENTER SUPERVISORS AND LEAD TEACHERS

A unit member serving as a replacement for a Child Development Center Supervisor or Lead Teacher for five or more consecutive working days will receive a daily additive pay for each day of such service according to the rates in this section.

	<u>7/1/95</u>	<u>3/1/96</u>	<u>3/1/97</u>	<u>2/1/98</u>
Teacher to Lead Teacher	\$ 7.13	\$ 7.27	\$ 7.42	\$ 7.79
Lead Teacher to Child Development Center Supervisor	\$11.77	\$12.01	\$12.25	\$12.86
Teacher to Child Development Center Supervisor	\$18.89	\$19.27	\$19.66	\$20.64

7.00 SPECIAL COMPENSATION

Certain positions on the Child Development Center 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 Effective July 1, 1995, a special annual stipend of five hundred dollars (\$500) shall be paid to unit members on Step F or Step G of the Child Development Center Salary Schedule who have completed eighteen (18) or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.
- 7.03 Effective July 1, 1995, a special annual stipend of one-thousand dollars (\$1,000) shall be paid to unit members on Step F or Step G of the Child Development Center Salary Schedule who have completed twenty-two (22) or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

Salary Rules and Regulations - Child Development Center (continued)

- 7.04 Effective June 30, 1998, the stipends provided herein shall be listed on the Salary Schedule and shall be subject to the same percentage change effective on or after July 1, 1998, as negotiated by the Parties for all other rates on the Salary Schedule.

8.00 COMPENSATION FOR NONCONTRACT SERVICE

8.01 Hourly Service

		<u>7/1/95</u>	<u>3/1/96</u>	<u>3/1/97</u>	<u>2/1/98</u>
8.011	Special Project Rate	\$12.74	\$12.99	\$13.25	\$13.91

This rate applies to Child Development Center 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.

8.012	Workshop Rates	<u>7/1/95</u>	<u>3/1/96</u>	<u>3/1/97</u>	<u>2/1/98</u>
	Workshop Leader	\$12.74	\$12.99	\$13.25	\$13.91
	Workshop Participant	9.52	9.71	9.90	10.40

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 Child Development Center Teachers' grade and step 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.

Salary Rules and Regulations - Child Development Center (continued)

- 8.03 Temporary Increased Enrollment Hourly Service -- (1) Continuing Child Development Center 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 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 grade and step 91-A of the Child Development Center 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.

SAN DIEGO UNIFIED SCHOOL DISTRICT

MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

1995-98

Effective July 1, 1995

ANNUAL RATES FOR BASIC 184-DAY CONTRACT YEAR

	Effective July 1, 1995	Effective March 1, 1996	Effective March 1, 1997	Effective Feb. 1, 1998
<u>Step</u>	<u>Class Z</u>	<u>Class Z</u>	<u>Class Z</u>	<u>Class Z</u>
1	\$24,530.31	\$25,020.92	\$25,521.34	\$26,797.41
2	25,752.62	26,267.67	26,793.02	28,132.67
3	27,045.69	27,586.60	28,138.33	29,545.25
4	28,394.73	28,962.62	29,541.87	31,018.96
5	29,817.59	30,413.94	31,022.22	32,573.33
6	31,313.31	31,939.58	32,578.37	34,207.29
7	33,571.13	34,242.55	34,927.40	36,673.77
8	34,912.82	35,611.08	36,323.30	38,139.47

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

Military Service <u>Pay Grade</u>	Military Science Instructors' <u>Step Placement</u>	Military Service <u>Pay Grade</u>	Senior Military Science Instructors' <u>Step Placement</u>
E-6	Z-1	W-1 thru W-4	Z-7
E-7	Z-2	and	
E-8	Z-3	O-1 thru O-6	
E-9	Z-4		
W-1 thru W-4	Z-5		
and			
O-1 thru O-6			

Salary Rules and Regulations - Military Science Instructors (continued)

- 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>
1	0 - 7.4
2	7.5 - 17.4
3	17.5 - 27.4
4	27.5 - 37.4
5	37.5 or more

Salary Rules and Regulations - Military Science Instructors (continued)

3.00 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.

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 works 136 or more working days within the scheduled calendar days for the traditional or year-round board-adopted calendar 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
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 for any reason during the regularly scheduled calendar will not count for step advancement except (1) board-approved absence on official district business and (2) absence due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded.

Salary Rules and Regulations - Military Science Instructors (continued)

4.03 Promotion -- A Military Science Instructor promoted to a Senior Military Science Instructor assignment will be placed on salary class and step Z-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. Pay days normally will be the last day of the month when the central administrative offices of the district are open for business, September through June except for the month of December. The pay day for December will be the first day in January when the central administrative offices of the district are open for business.

5.00 COMPENSATION FOR NONCONTRACT SERVICE

5.01 Hourly Service

5.011 Nonclassroom Assignment

\$20.25 per hour effective July 1, 1995

\$20.66 per hour effective March 1, 1996

\$21.07 per hour effective March 1, 1997

\$22.12 per hour effective February 1, 1998

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.

Salary Rules and Regulations - Military Science Instructors (continued)

5.012 Workshop Participants

\$13.50 per hour effective July 1, 1995

\$13.77 per hour effective March 1, 1996

\$14.05 per hour effective March 1, 1997

\$14.75 per hour effective February 1, 1998

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 C-13 of the Teachers' Salary Schedule. The annual value of one extended day unit is:

\$616.79 effective July 1, 1995

\$629.12 effective March 1, 1996

\$641.70 effective March 1, 1997

\$673.79 effective February 1, 1998

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 Effective July 1, 1995, a special annual stipend of five hundred dollars (\$500) shall be paid to unit members on Step 8 of the Military Science Instructors' Salary Schedule who have completed eighteen (18) or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

Salary Rules and Regulations - Military Science Instructors (continued)

- 6.02 Effective July 1, 1995, a special annual stipend of one thousand dollars (\$1,000) shall be paid to unit members on Step 8 of the Military Science Instructors' Salary Schedule who have completed twenty-two (22) or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.
- 6.03 Effective June 30, 1998, the stipends provided herein shall be listed on the Salary Schedule and shall be subject to the same percentage change effective on or after July 1, 1998, as negotiated by the Parties for all other rates on the Salary Schedule.

SAN DIEGO UNIFIED SCHOOL DISTRICT

VISITING TEACHER SALARY SCHEDULE

1995-98

Effective July 1, 1995

1.00	POSITION CLASSES COMPENSATED ON THE VISITING TEACHER SALARY SCHEDULE Salary schedule rates apply to visiting teachers, visiting military science instructors, and visiting child development center teachers employed during the regular school term and during summer school and intersession.		
2.00	SDTA BARGAINING UNIT SALARY SCHEDULE VISITING TEACHERS		
2.01	Regular School Term --		
		Effective Date	Daily Rate
	<u>Day-to-Day Visiting Teachers</u>	7/1/95	\$89.25
		3/1/96	\$91.04
		3/1/97	\$92.86
		2/1/98	\$97.50
	<u>Long-Term Visiting Teachers</u>		
	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.	7/1/95	\$99.75
		3/1/96	\$101.75
		3/1/97	\$103.79
		2/1/98	\$108.98
	<u>Community Based Visiting Teachers</u>		
	Community based visiting teachers are those visiting teachers who limit their availability to specified school communities.	7/1/95	\$84.00
		3/1/96	\$85.68
		3/1/97	\$87.39
		2/1/98	\$91.76
	<u>Master Visiting Teacher</u>		
	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.	7/1/95	\$116.55
		3/1/96	\$118.88
		3/1/97	\$121.26
		2/1/98	\$127.32

Salary Rules and Regulations - Visiting Teacher (continued)

2.02 Summer School and Intersession--

<u>Day-to-Day Visiting Teachers</u>	7/1/95	\$77.70
	3/1/96	\$79.25
	3/1/97	\$80.84
	2/1/98	\$84.88
<u>Long-Term Visiting Teachers</u> <u>(Full-Day Program)</u>	7/1/95	\$88.20
	3/1/96	\$89.96
	3/1/97	\$91.76
	2/1/98	\$96.35

3.00 MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE VISITING TEACHERS

3.01 Regular School Term--

<u>Day-to-Day Visiting Teachers</u>	<u>Effective Date</u>	<u>Daily Rate</u>
	7/1/95	\$89.25
	3/1/96	\$91.04
	3/1/97	\$92.86
	2/1/98	\$97.50
<u>Long-Term Visiting Teachers</u>		
Long-Term Visiting Teachers are those	7/1/95	\$99.75
visiting teachers who complete more	3/1/96	\$101.75
than 5 consecutive teaching days in a	3/1/97	\$103.79
single assignment.	2/1/98	\$108.98
<u>Community Based Visiting Teachers</u>		
Community Based Visiting Teachers are	7/1/95	\$84.00
those visiting teachers who limit their	3/1/96	\$85.68
availability to specified school	3/1/97	\$87.39
communities.	2/1/98	\$91.76

3.02 Summer School --

<u>Day-to-Day Visiting Teachers</u>	7/1/95	\$77.70
	3/1/96	\$79.25
	3/1/97	\$80.84
	2/1/98	\$84.88

Salary Rules and Regulations - Visiting Teacher (continued)

4.00 CHILD DEVELOPMENT CENTER SALARY SCHEDULE VISITING TEACHERS

Substitutes for Child Development Center Teachers --

<u>Day-to-Day Visiting Teachers</u>	7/1/95	\$76.65
	3/1/96	\$78.18
	3/1/97	\$79.74
	2/1/98	\$83.73

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.

5.00 EXTENDED-DAY SERVICE

Extended-day payments are payments made by the district to visiting teachers assigned to supervise or direct pupil activities when the services of a regular district contract teacher 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 percent of the annual salary amount designated for salary class C-13 of the SDTA Bargaining Unit Salary Schedule. The annual value of one extended-day unit is:

<u>Effective Date</u>	<u>Unit Value</u>
7/1/95	\$616.79
3/1/96	\$629.12
3/1/97	\$641.70
2/1/98	\$673.79

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 7232 and 7233, respectively.

6.00 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 teacher cannot be obtained.

Late Afternoon Sessions --

<u>Effective Date</u>	<u>Per Session Rate</u>
7/1/95	\$20.25
3/1/96	\$20.66
3/1/97	\$21.07
2/1/98	\$22.12

Session rate for events which occur after the end of the teacher's required on-site duty hours and commence prior to 6 p.m.

Salary Rules and Regulations - Visiting Teacher (continued)

Evening Sessions --

7/1/95	\$40.50
3/1/96	\$41.32
3/1/97	\$42.14
2/1/98	\$44.24

Session rate for events which occur during evening hours and commence at or after 6 p.m. or days when school is not in session.

7.00

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 consideration to both the district and the employee.

SAN DIEGO UNIFIED SCHOOL DISTRICT
1995-96
SUMMER SCHOOL AND INTERSESSION SALARY SCHEDULE
Effective for 1996 Summer School and 1996-97 Intersessions

SCHEDULE A: REGULAR SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Weekly Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
Step	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	Step
1	\$452.21	\$479.12	\$506.03	\$538.34	\$565.25	1
2	468.36	495.27	527.57	554.49	581.40	2
3	489.89	516.80	543.72	570.64	597.56	3
4	506.03	532.95	559.88	586.79	619.09	4
5	527.57	554.49	581.40	608.32	635.25	5
6	543.72	570.64	602.94	629.86	656.77	6
7	565.25	592.18	619.09	651.39	678.31	7
8	586.79	613.70	640.62	672.92	699.84	8
9	608.32	635.25	667.54	694.46	721.37	9
10	635.25	662.15	689.07	715.99	742.91	10
11	656.77	683.70	710.61	737.52	769.82	11
12		710.61	737.52	764.44	791.37	12
13			764.44	791.37	818.27	13
14				818.27	845.19	14
15					872.10	15

SCHEDULE B: FULL-DAY SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Daily Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
Step	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	Step
1	\$144.82	\$153.66	\$162.50	\$171.34	\$180.18	1
2	150.26	159.10	167.94	176.78	185.62	2
3	155.92	164.75	173.60	182.43	191.27	3
4	161.81	170.65	179.48	188.32	197.16	4
5	167.93	176.76	185.60	194.44	203.28	5
6	174.29	183.13	191.96	200.81	209.65	6
7	180.91	189.75	198.59	207.43	216.27	7
8	187.79	196.63	205.47	214.31	223.15	8
9	194.94	203.78	212.63	221.46	230.30	9
10	202.39	211.22	220.06	228.90	237.74	10
11	210.12	218.96	227.80	236.64	245.48	11
12		227.01	235.85	244.69	253.53	12
13			244.22	253.07	261.90	13
14				261.77	270.61	14
15					279.66	15

SAN DIEGO UNIFIED SCHOOL DISTRICT
1996-97
SUMMER SCHOOL AND INTERSESSION SALARY SCHEDULE
Effective for 1997 Summer School and 1997-98 Intersessions

SCHEDULE A: REGULAR SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Weekly Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$461.25	\$488.70	\$516.15	\$549.11	\$576.56	1
2	477.73	505.18	538.12	565.58	593.03	2
3	499.69	527.14	554.59	582.05	609.51	3
4	516.15	543.61	571.08	598.53	631.47	4
5	538.12	565.58	593.03	620.49	647.96	5
6	554.59	582.05	615.00	642.46	669.91	6
7	576.56	604.02	631.47	664.42	691.88	7
8	598.53	625.97	653.43	686.38	713.84	8
9	620.49	647.96	680.89	708.35	735.80	9
10	647.96	675.39	702.85	730.31	757.77	10
11	669.91	697.37	724.82	752.27	785.22	11
12		724.82	752.27	779.73	807.20	12
13			779.73	807.20	834.64	13
14				834.64	862.09	14
15					889.54	15

SCHEDULE B: FULL-DAY SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Daily Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$147.72	\$156.73	\$165.75	\$174.76	\$183.78	1
2	153.27	162.28	171.30	180.32	189.33	2
3	159.04	168.05	177.07	186.08	195.10	3
4	165.04	174.06	183.07	192.09	201.10	4
5	171.28	180.30	189.32	198.33	207.35	5
6	177.77	186.79	195.80	204.82	213.84	6
7	184.53	193.55	202.56	211.58	220.59	7
8	191.55	200.57	209.58	218.60	227.61	8
9	198.84	207.86	216.88	225.89	234.91	9
10	206.34	215.45	224.46	233.48	242.50	10
11	214.32	223.34	232.35	241.37	250.39	11
12		231.55	240.57	249.58	258.60	12
13			249.11	258.13	267.14	13
14				267.00	276.02	14
15					285.25	15

SAN DIEGO UNIFIED SCHOOL DISTRICT
1997-98
SUMMER SCHOOL AND INTERSESSION SALARY SCHEDULE
Effective for 1998 Summer School and 1998-99 Intersessions

SCHEDULE A: REGULAR SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Weekly Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$474.82	\$503.08	\$531.33	\$565.26	\$593.51	1
2	491.78	520.03	553.95	582.21	610.47	2
3	514.38	542.64	570.91	599.17	627.44	3
4	531.33	559.60	587.87	616.13	650.04	4
5	553.95	582.21	610.47	638.74	667.01	5
6	570.91	599.17	633.09	661.35	689.61	6
7	593.51	621.79	650.04	683.96	712.23	7
8	616.13	644.39	672.65	706.57	734.83	8
9	638.74	667.01	700.92	729.18	757.44	9
10	667.01	695.26	723.52	751.79	780.06	10
11	689.61	717.89	746.14	774.40	808.31	11
12		746.14	774.40	802.66	830.94	12
13			802.66	830.94	859.18	13
14				859.18	887.45	14
15					915.71	15

SCHEDULE B: FULL-DAY SUMMER SCHOOL AND INTERSESSION ASSIGNMENTS
(Daily Rates)

	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	
	BA	BA+36 or MA	BA+60 or BA+54 With MA	BA+72 With MA	BA+90 With MA	
Step						Step
1	\$155.11	\$164.57	\$174.04	\$183.50	\$192.97	1
2	160.93	170.40	179.86	189.33	198.79	2
3	166.69	176.45	185.92	195.38	204.85	3
4	173.29	182.76	192.23	201.70	211.16	4
5	179.85	189.31	198.78	208.24	217.71	5
6	186.66	196.13	205.59	215.06	224.53	6
7	193.76	203.23	212.69	222.16	231.62	7
8	201.13	210.59	220.06	229.53	238.99	8
9	208.78	218.25	227.72	237.19	246.65	9
10	216.76	226.22	235.69	245.15	254.62	10
11	225.04	234.50	243.97	253.44	262.90	11
12		243.13	252.60	262.06	271.53	12
13			261.56	271.03	280.50	13
14				280.35	289.82	14
15					299.52	15

- 1.00 POSITION CLASSES COMPENSATED ON THE SUMMER SCHOOL AND INTERSESSION TEACHERS' SALARY SCHEDULE
The above rates apply to contract teachers of the San Diego Unified School District serving in the regular or full-time special education summer school and intersession programs of the district. These rates also apply to employees in nonclassroom assignments such as counselors, curriculum writers, librarians, nurses, psychologists, psychometrists, and other classes which are compensated on the contract SDTA Bargaining Unit Salary Schedule.
- 2.00 LENGTH OF WORKWEEK
The number of hours of service required for regular and special education summer school and intersession assignments will be:
- 2.01 The hours and minutes as specified by state law and/or the current collective negotiations contract and which do not qualify in accordance with Section 2.02 below.
- 2.02 Schedule B, Classroom -- 40 hours per week. (Includes 6 hours 35 minutes per day on-site duty time.)

Schedule B, Nonclassroom -- Employees shall maintain office hours on site for 40 hours per week.
- 3.00 PLACEMENT ON THE SUMMER SCHOOL AND INTERSESSION TEACHERS' SALARY SCHEDULE
- 3.01 Employees in classroom or nonclassroom assignments included in Section 1.00 will be placed on the class and step, exclusive of any special compensation, for which they qualified on June 30, 1996, for 1996 summer school and 1996-97 intersession; on June 30, 1997, for 1997 summer school and 1997-98 intersession; and on June 30, 1998, for 1998 summer school and 1998-99 intersession.
- 3.02 Noncontract certificated employees hired to serve only in summer school and intersession assignments included in Section 1.00 will be compensated at the rate for Column "A", Step 1 of schedule A or B, as appropriate.
- 3.03 Assignments not included in Section 1.00 will be compensated in accordance with salary rules established in other certificated employee salary schedules as determined appropriate by the Classification and Compensation Director.

Salary Rules and Regulations - Summer School/Intersession (continued)

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 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 consideration to both the district and the employee.

APPENDIX B

MENTOR NOMINATION COMMITTEES

Grade Level/ Special Population	Number of Teachers On Each Committee	Number of Administrators On Each Committee
K-6	12	2
Middle School	6	1
High School	6	1
GATE/Special Education/ Second Language	12	3

APPENDIX C

PART-TIME CERTIFICATED ASSIGNMENTS

Assignment	Workday	Required On-Site Time	Elementary Prep Time Per Week * (Minutes)	Secondary Prep Time Per Day ** (Minutes)
100.0%	8 hr.	6 hr. 35 min.	60	55
87.5%	7 hr.	5 hr. 46 min.	53	48
80.0%	6 hr. 24 min.	5 hr. 16 min.	48	44
75.0%	6 hr.	4 hr. 56 min.	45	41
62.5%	5 hr.	4 hr. 7 min.	38	34
60.0%	4 hr. 48 min.	3 hr. 57 min.	36	33
50.0%	4 hr.	3 hr. 18 min.	30	28
40.0%	3 hr. 12 min.	2 hr. 38 min.	24	22
37.5%	3 hr.	2 hr. 28 min.	23	21
25.0%	2 hr.	1 hr. 39 min.	15	14
20.0%	1 hr. 36 min.	1 hr. 19 min.	12	11

* assume full-time teacher has 60 minutes of prep time per week

** assume full-time teacher has 55 minutes (1 period) of prep time per day

NOTE: The amount of prep time receive by part-time teachers will differ from the amounts shown above if full-time teachers receive amounts other than 60 or 55 minutes. To calculate prep time for part-time teachers, multiply the amount received by full-time teachers times the appropriate percentage in the "Assignment" column.

PROCEEDINGS OF THE SOCIETY OF ANTHROPOLOGISTS

1887-1888

NAME	AGE	SEX	DATE	PLACE	REMARKS
1	25	M	1887	1	1
2	30	F	1887	2	2
3	35	M	1887	3	3
4	40	F	1887	4	4
5	45	M	1887	5	5
6	50	F	1887	6	6
7	55	M	1887	7	7
8	60	F	1887	8	8
9	65	M	1887	9	9
10	70	F	1887	10	10
11	75	M	1887	11	11
12	80	F	1887	12	12
13	85	M	1887	13	13
14	90	F	1887	14	14
15	95	M	1887	15	15
16	100	F	1887	16	16
17	105	M	1887	17	17
18	110	F	1887	18	18
19	115	M	1887	19	19
20	120	F	1887	20	20

THE JOURNAL OF THE SOCIETY OF ANTHROPOLOGISTS

1887-1888

NAME	AGE	SEX	DATE	PLACE	REMARKS
1	25	M	1887	1	1
2	30	F	1887	2	2
3	35	M	1887	3	3
4	40	F	1887	4	4
5	45	M	1887	5	5
6	50	F	1887	6	6
7	55	M	1887	7	7
8	60	F	1887	8	8
9	65	M	1887	9	9
10	70	F	1887	10	10
11	75	M	1887	11	11
12	80	F	1887	12	12
13	85	M	1887	13	13
14	90	F	1887	14	14
15	95	M	1887	15	15
16	100	F	1887	16	16
17	105	M	1887	17	17
18	110	F	1887	18	18
19	115	M	1887	19	19
20	120	F	1887	20	20

SIDELETTER - EARLY RETIREMENT PLAN

The Parties hereby agree to provide eligible unit members who retire by the end of their assigned 1995/96 work year with a one-time, non-precedent setting, early retirement plan. The plan shall provide eligible unit members with a supplemental retirement benefit from a mutually agreeable provider which provides the retiree with a defined lifetime annual benefit of approximately seven percent (7%) of the unit member's highest three (3) years' average annual salary. Alternative fixed term payment options (for example, ten (10) years fixed) will be available at the unit member's election. It is the intent of the District to provide benefit levels of two-hundred and fifty dollars (\$250) per month for life or three-hundred and eighty dollars (\$380) per month for ten (10) years fixed for a teacher retiring at an annual salary of forty-two thousand eight-hundred and fifty dollars (\$42,850). The Parties shall reach agreement on the plan design, eligibility requirements and implementation timelines for the program no later than March 15, 1996.

The first of these is the fact that the United States is a young nation, and its history is therefore a history of growth and development. The second is the fact that the United States is a large nation, and its history is therefore a history of expansion and conquest. The third is the fact that the United States is a diverse nation, and its history is therefore a history of conflict and compromise. The fourth is the fact that the United States is a nation of immigrants, and its history is therefore a history of assimilation and integration. The fifth is the fact that the United States is a nation of pioneers, and its history is therefore a history of exploration and discovery. The sixth is the fact that the United States is a nation of entrepreneurs, and its history is therefore a history of innovation and invention. The seventh is the fact that the United States is a nation of leaders, and its history is therefore a history of vision and leadership. The eighth is the fact that the United States is a nation of heroes, and its history is therefore a history of courage and sacrifice. The ninth is the fact that the United States is a nation of dreamers, and its history is therefore a history of hope and aspiration. The tenth is the fact that the United States is a nation of believers, and its history is therefore a history of faith and conviction.

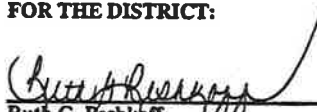
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
THE SAN DIEGO TEACHERS ASSOCIATION**


The San Diego Teachers Association and the District are committed to fostering high quality staff development with a districtwide focus that contains flexibility for unique school site needs. Further, the Parties agree that effective staff development requires the identification and development of inservice programs by those directly affected.

The District and the Association agree to jointly develop the concept of a collaborative professional development infrastructure using resources provided for such purposes under the 1995/96 Rockefeller Grant. The infrastructure concept shall address issues of governance, delivery, focus and collaboration in developing major grant initiatives.


The Parties shall present their jointly developed recommendations to the Contract Administration Committee by June 30, 1996.


FOR THE DISTRICT:



Ruth G. Feshkoff
Employee Services Director
San Diego Unified School District


Ann Armstrong, President
Board of Education
San Diego Unified School District

FOR THE ASSOCIATION:


William Crane
President
San Diego Teachers Association


Dianne Jones
Bargaining Team Chair
San Diego Teachers Association


William Harju
Executive Director
San Diego Teachers Association

Date adopted by the Board of Education:

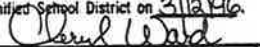
March 12, 1996

Date ratified by the Association:

February 9, 1996

RGP:ph

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 3/12/96


Cheryl Ward, Recording Secretary
Board of Education

