

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 Education 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 Education Association (SDEA/CTA/NEA) as the sole and exclusive bargaining representative for all certificated employees employed in the Certificated 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 Education Association, CTA/NEA.
- 3.1.2. "Association" means the San Diego Education Association, CTA/NEA.

- 3.1.3. "Board of Education" means the Board of Education of the San Diego Unified School District.
- 3.1.4. "Early Childhood Education Programs" includes Child Development Centers, State Preschool Programs, Extended Day Magnet Programs, and School-Age Parenting and Infant Development Programs (SAPID).
- 3.1.5. "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. The divisor is 184 and for the duration of the time the Staff Development Buy-out Program referred to in Section 8.1 is in effect, the divisor shall be 187.
- 3.1.6. "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.
- 3.1.7. "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.
- 3.1.8. "District" means the San Diego Unified School District also known as San Diego City Schools.
- 3.1.9. "Division" refers to any of the following major organizational units (Divisions): School Services; Human Resource Services; Finance; Information Services Bureau; Planning, Assessment and Accountability; Communications and Community Relations; 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.
- 3.1.10. "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 instructional services, each instructional leader shall be the division head for his/her assigned area.
- 3.1.11. "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.
- 3.1.12. "Itinerant Unit Member" is a unit member who may provide services to students of more than one (1) site and who is assigned to one (1) central office cost center.
- 3.1.13. "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.
- 3.1.14. "Priority Staffing School" is a school which has more than thirty percent (30%) of the total assigned certificated staff, for a period of two (2) or more consecutive years, who are any of the following: first (1st) year permanent status, probationary status, leave replacement status, interning, or working under an emergency credential.

Such schools are typically characterized by a higher-than-average turnover rate and a lower-than-average response to positions available during post and bid periods.

- 3.1.15. "Prorata Pay" is the regular contract unit member's basic annual contract salary including special compensation, if any, divided by the total number of days in the unit member's regular work year 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.
- 3.1.16. "Regular Contract Unit Member" is one employed on a continuing contract for the number of workdays specified in Section 8.1 of this Contract.
- 3.1.17. "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.
- 3.1.18. "Summer School Unit Member" is one employed on a temporary basis to teach in a summer school or extended school year instructional program.
- 3.1.19. "Superintendent" means the Superintendent of Schools of the San Diego Unified School District.
- 3.1.20. "Supervisor" means the principal or other management employee responsible for general control and supervision of certificated and classified staff.
- 3.1.21. "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.
- 3.1.22. "Visiting Teacher" is a credentialed unit member employed to work in the absence of a regular contract unit member.
- 3.1.23. "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.

The Parties agree to review and revise these definitions if the organizational structure of the District is modified at any time during the life of this Agreement. This will occur through the Contract Administration Committee.

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 to the Association.

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 5.3.2.
- 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.
- 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 division head, 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.

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 members 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 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.
- 5.6.3. The Parties agree that the association representative shall have the right to reasonable use of the District's phones and other means of communication as available for the purpose of communicating with respect to matters of District-Association business. The use of these machines should not disrupt the work of site staff and shall be cost neutral.
- 5.6.4. In recognition of the workload of the association representative, the site administrator and the association representative will mutually develop an annual collaborative plan to support successfully meeting the requirements of the association representative's responsibilities in the administration of this Agreement within existing site resources. The plan will be reviewed with the unit members at the site for input and discussion. When mutually developing the plan, the site administrator will take into consideration specific site needs and the association representative will consider unit member needs.
- 5.6.5. The District and the Association believe that effective labor relations between the Parties, especially at the site level, are critical in supporting and enhancing the instructional program. An effective relationship between the site administrator and the association representative is essential in furthering this goal. Therefore, the District and the Association agree to plan and sponsor appropriate collaborative training opportunities such as new contract orientation, shared decisionmaking implementation, and performance evaluation training jointly attended by the site administrator and the association representative throughout the term of this Agreement.
- 5.6.6. Copies of District circulars and other materials which have an impact on the bargaining unit, including vacancy and post and bid announcements, shall be addressed to the association representative. Principals will make site budget information available to the association representative upon request. Problems concerning the implementation of this Section shall be referred to the Labor Relations Department for resolution.
- 5.6.7. The Parties will encourage resolution of disputes between the association representative and the site administrator at the site level. When the association representative and/or the site administrator believe that effective problem-solving is not occurring, either party may request that the appropriate division head and the association president, or their designees, assist them in resolving the issue(s).

Section 5.7: COMMITTEE REPRESENTATIVES

The Association shall be responsible for appointing or electing representatives to committees charged with making decisions or recommendations which affect the terms and conditions of employment of unit members covered under this Agreement. Excluded from this provision are committees that are advisory in nature only.

Section 5.8: ASSOCIATION MEETINGS

- 5.8.1. 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.
- 5.8.2. 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.
- 5.8.3. 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.

Section 5.9: 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 shall release Child Development Center and Extended Day Magnet teachers who are elected to the Association's Representative Council or Board of Directors in order to represent their constituents at these meetings by providing visiting teacher coverage, rearranging schedules, compensating another unit member providing coverage at the pro rata rate, or other appropriate action.

Section 5.10: OFFICIAL REPRESENTATIVE LIST

The Association agrees to provide the division head, 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 5.11: 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 5.12: DISTRICT BUDGETS

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

Section 5.13: ASSOCIATION REPORTS AND ANNOUNCEMENTS

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

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. 2003-2004 Salary Rates: Salary rates for the 2003-2004 school year shall remain unchanged from the level of salary rates established for the 2002-2003 school year. The District shall absorb the cost of salary schedule maintenance (e.g., step and column movement) for the 2003-2004 school year.
- 7.1.2. 2004-2005 Salary Rates: Salary rates for the 2004-2005 school year shall remain unchanged from the level of salary rates established for the 2003-2004 school year. The District shall absorb the cost of salary schedule maintenance (e.g., step and column movement) for the 2004-2005 school year.
 - 7.1.2.1. Either the District or the Association may reopen negotiations for the 2004-2005 school year over Article 9 (Health and Welfare Benefits) by delivering written notice to the other party on or before March 1, 2004. The parties agree that the purpose of such negotiations will be to address the increased costs of health benefits.
- 7.1.3. 2005-2006 Salary Rates: Salary rates for the 2005-2006 school year shall be determined according to whether or not negotiations are reopened. Such reopeners may occur subject to the following conditions:
 - 7.1.3.1. The District may reopen negotiations over Article 7 (Wages) and/or Article 9 (Health and Welfare Benefits) by delivering written notice to the Association on or before March 1, 2005. The parties agree that the purpose of such negotiations will be to address the costs of maintaining salaries and/or the increased costs of health benefits.
 - 7.1.3.2. The Association may reopen negotiations over Article 7 (Wages) and/or Article 9 (Health and Welfare Benefits) by delivering written notice to the District on or before March 1, 2005. The parties agree that the purpose of such negotiations will be to determine whether implementation of changes recommended by the

Joint Health and Welfare Committee and agreed to by the parties, taken together with increased available revenue received by the District in, 2003-2004, 2004-2005, and 2005-2006 have resulted in revenue equal to or in excess of the amount of funds necessary to pay for the increased costs of salary and benefits.

- 7.1.3.3. If neither the District nor the Association elects to reopen negotiations over Article 7 (Wages), salary rates for 2005-2006 shall remain unchanged from the level of salary rates established for the 2002-2003 school year, and the District shall absorb the cost of salary schedule maintenance (e.g., step and column movement) for the 2005-2006 school year.
- 7.1.3.4. If neither the District nor the Association elects to reopen negotiations over Article 9 (Health and Welfare Benefits), the District shall absorb the cost of health and welfare benefits for the 2005-2006 school year.

Section 7.2 DEFINITIONS

7.2.1. COLA. The calculation to determine COLA is a Base Revenue Limit formula. The attendance calculation is inclusive of students in all programs (restricted and unrestricted). The only exception is students attending charter schools. Attendance will be determined at the end of the first week of October. ADA will be determined by utilizing an average of the previous three years attendance ratio. The parties agree that the purpose of this definition is to ground the parties' discussion regarding new available State revenue in reopener negotiations in 2004-2005 and/or 2005-2006.

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 2003-2004, 2004-2005, and 2005-2006 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 Off Campus Integrated Learning Education (OCILE) Program (Camp Palomar) for those teachers assigned to accompany their classes to the program and those teachers who are permanently assigned to the program.

Section 7.5: 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

- 8.1.1. The unit member contract 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 four (194) workday contract. OCILE unit members will be assigned to a two-hundred (200) workday contract. 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.
- 8.1.2. 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.

8.1.3. Staff Development Buy-out Program

- 8.1.3.1. The 1998-99 State Budget Act included legislation to expand the Staff Development Buy-out Program to provide funding for three (3) staff development days that are in addition to the number of days currently required for the instructional year, accordingly the Parties agree that:
- 8.1.3.2. The additional three (3) staff development days will be at least as long as a normal workday and unit members who are absent for the regularly calendared staff development day(s) will be eligible for their pro rata pay only if:
 - (a) Illness or injury of the unit member pursuant to Article 10 Leave Policies, Section 10.3.1 (as documented by a medical doctor's note)
 - (b) Bereavement pursuant to Article 10 Leave Policies, Section 10.16.
- 8.1.3.3. In the event that state funding for the Staff Development Buy-out Program is subsequently withdrawn, the salary schedule and the work year shall be reduced accordingly.

8.1.4 STAFF DEVELOPMENT BUY-OUT PROGRAM MAKE-UP DAYS

- 8.1.4.1. The District and Association agree that bargaining unit members who provide legitimate reasons other than those cited in Section 8.1.3.2 above for absence from one or more staff development day, will be eligible to participate in a make-up staff development day provided by Institute Support and Professional Development, or other mutually agreed upon entity.
- 8.1.4.2. For the 2001-2002, 2002-2003, 2003-2004, and 2004-2005 academic years, Institute Support and Professional Development, or other mutually agreed upon entity, will offer three (3) make-up days following the third staff development day for the academic year as shown on the District Calendar.
- 8.1.4.3. In order to access make-up days, unit members will submit a registration form to the designated district department. The form will include space to provide the reason for the unit members absence from the regularly scheduled staff development day(s). If the cited reason for the absence is deemed outside the legitimate standard by the designated district department, the form will be submitted to the Contract Administration Committee (CAC) to determine eligibility for make-up days.
- 8.1.4.4. The CAC will annually review the implementation of the staff development make-up days at one of the regularly scheduled summer CAC meetings. If adjustments are necessary to improve the program, they will be implemented the same year.
- 8.1.4.5. Section 8.1.4. will be in force through the 2004-2005 academic year. The

District and the Association will meet and negotiate the decision to provide staff development make-up days no later than March of 2005.

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.

Section 8.4: STUDENT GRADE REPORTS

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

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

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

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

Section 8.5: WORKDAY AND WORKWEEK

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

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

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

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

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

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

8.5.2.4. This contract language is meant to provide unit members covered by this provision with a greater degree of professional discretion with respect to their workday. It is understood that all necessary professional services to staff, students, and parents will continue to be provided by such unit members and that such unit members will ensure that they build adequate planning and preparation time into their schedules.

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

8.5.7. Off Campus Integrated Learning Education (OCILE) Programs

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

8.5.7.2. Camp Palomar.

- a. Normally, sixth grade teachers are expected to participate in the Outdoor Education Program at Palomar. In consultation with the site principal, the sixth grade teacher may request exception to attendance at the program due to personal or family hardship, contingent upon the exchange of teaching responsibilities with a teacher from another grade level or track who will assume teaching responsibilities for the week of attendance.

- b. Participating classroom teachers will meet with the Palomar principal upon arrival on Monday morning to jointly develop the schedule of classroom teacher activities.
- c. The District will fund one (1) visiting teacher day for each unit member participating in the Outdoor Education Program at Palomar. Unit members shall utilize the visiting teacher day established herein during the school year in which the Camp Palomar assignment takes place. In the event that the visiting teacher day is used prior to the scheduled Camp Palomar assignment, and the unit member subsequently does not participate in the assignment, the day shall be deducted from the unit member's accumulated sick leave.

8.5.7.3. Old Town and Balboa Park Programs

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

8.5.7.4. Work year

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

Section 8.6: ELEMENTARY PREPARATION TIME

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

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

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

8.6.2.2. The Committee will be charged as follows:

- a. To obtain suggestions from the elementary school sites relative to the use of the preparation time teachers, and to develop an annual schedule of the assignment of preparation time teachers to sites, and to monitor the implementation of the preparation time program, including the allocation of preparation time to each elementary school.

- b. To anticipate and develop recommended procedures to cover any unique employment conditions attendant to preparation time teachers, including provisions related to travel time, preparation time, number of sites served, length of instructional sessions/weeks, class size, number of classes, etc.

8.6.3. Change in Subject Emphasis

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

8.6.4. Implementation of Preparation Time

- 8.6.4.1. The release time per classroom teacher should be a minimum of forty-five (45) minutes to an hour per week. (See Appendix F for part-time certificated assignments.) Additional preparation time should be given if possible.
- 8.6.4.2. 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.
- 8.6.4.3. Visiting teachers shall be provided when preparation time teachers are absent.
- 8.6.4.4. Each site shall have a Preparation Time Advisory Committee to assist with the operation (i.e. selection, scheduling, problem solving, etc.) of this program. The Committee should consist of the principal, the association representative, preparation time teachers and other(s) the site deems appropriate.

8.6.5. Rights of Preparation Time Teachers

- 8.6.5.1. Normally, the preparation time teacher will provide preparation time to no more than twenty-three (23) teachers per week.
- 8.6.5.2. Preparation time teachers have the same rights and responsibilities as other unit members.
- 8.6.5.3. Preparation time teachers shall have the same amount of uninterrupted preparation time during the week as other eligible teachers on the staff.

8.6.5.4. The determination of the preparation time teacher's cost center, in the case of a split assignment, shall be the site with the largest time allocation. If schools share a preparation time teacher on an equal basis, the cost center will be determined alphabetically (closest to the letter A). Disputes concerning the scheduling of preparation time teachers that cannot be resolved by affected sites shall be referred to the Elementary Preparation Time Committee for resolution.

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

8.6.6. 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.

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

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

8.6.6.3. 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) secret ballot vote of the certificated staff.

Section 8.7: SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS

8.7.1. The weekly schedule of employment for full-time classroom teachers in secondary schools, shall include twenty-five (25) teaching or supervised study periods and five (5) periods for preparation/conference as defined in this Article. The twenty-five (25) teaching and supervised study periods normally will be divided into five (5) approximately equal periods per day.

8.7.2. Preparation/conference period for full-time secondary classroom teachers shall be one (1) regular period of a teacher's workday, which is not devoted to instruction of pupils, and which shall be used for preparation of instructional materials, other instructionally-related activities, and may be used for conferences and a reasonable number of meetings. (See Appendix F for part-time certificated assignments.)

8.7.3. In schools with block schedules, an aggregate of five (5) preparation periods per week shall be deemed to meet the requirements of this Section.

Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS

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

- 8.8.1. If approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, and the division, and there is no increase in the number of hours per week, as stated in Section 8.7.1.
- 8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.6., and the increase is approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, the division head and the Association.
- 8.8.3. If the program is initiated by the Superintendent or the Board of Education within the terms and conditions of the Agreement.

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). All core and block classes, are considered one instructional period that lasts from one (1) to (3) hours, therefore, all requiring one preparation. However, in recognition of the level of intensity required by the two (2) or three (3) hour courses, teachers assigned to teach such core and block classes will only be required to teach, within the five (5) period teaching day, one other course during those remaining two (2) or three (3) periods. Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division head.

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

Section 8.11: NON-CLASSROOM SUPERVISION

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

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 division head, by February 1.

Section 8.14: SUPPORT STAFF

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

Section 8.15: ELEMENTARY UPPER GRADE SUPPORT PLAN

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

ARTICLE 9. HEALTH AND WELFARE BENEFITS

Section 9.1: ELIGIBILITY

- 9.1.1. Health and Welfare Costs
- 9.1.2. 2003-2004 Benefits: The District shall absorb the cost of health and welfare benefits for the 2003-2004 school year.
- 9.1.3. 2004-2005 Benefits: Either the District or the Association may reopen negotiations for the 2004-2005 school year over Article 9 (Health and Welfare Benefits) by delivering written notice to the other party on or before March 1, 2004. The parties agree that the purpose of such negotiations will be to address the increased costs of health benefits. If neither party exercises this right to reopen negotiations, the District shall absorb the cost of the benefit package for the 2004-2005 school year.
- 9.1.4. 2005-2006 Benefits: Health and Welfare benefits for the 2005-2006 school year shall be determined according to whether negotiations are reopened pursuant to sections 7.1.3 through 7.1.3.4.
- 9.1.5. 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.

9.1.6. Exceptions:

9.1.6.1. 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.

9.1.7. Eligible dependents are:

9.1.7.1. 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.

9.1.7.2. 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.

9.1.7.3. 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.

- 9.1.7.4. 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).

9.1.8. Effective date and termination of coverage:

9.1.8.1. Coverage commences on the first day of the month following the first day of paid service in a monthly salaried position.

9.1.8.2. 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.

9.1.8.3. 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.

9.1.8.4. 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.

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

Section 9.2: MEDICAL BENEFITS PLANS

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

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

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

9.2.2.2. PacifiCare HMO Signature Value 5 (effective Jan 2004)

9.2.2.3. PacifiCare Signature POS (Point of Service) BIO (effective Jan 2004)

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

Section 9.3: DENTAL BENEFITS PLAN

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

9.3.1.1. San Diego City Schools Dental Benefits Plan.

9.3.1.2. Western Dental Services.

9.3.1.3. SafeGuard Dental.

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 provide for coordination of benefits between two (2) covered employee spouses or same-sex domestic partners who are also enrolled as one another's dependents.

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

Section 9.5: LIFE INSURANCE

9.5.1. The group term life insurance benefit in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. This benefit shall be equal to annual salary or seven thousand five hundred dollars (\$7,500.00), whichever is greater. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year. The group term life insurance policy will be provided through the Hartford Life Insurance Company (effective January 2004).

9.5.2. Unit members may purchase, through payroll deduction, additional employee and dependent life insurance under conditions specified by the carrier and the District. The carrier for this coverage shall be the Hartford Life Insurance Company (effective March 1, 2004). The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

Section 9.6: HEALTH AND WELFARE BENEFITS COMMITTEE

9.6.1. The Parties agree to the appointment of a 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 Committee agrees to research creative ways to reduce the cost of the benefits program and may recommend to the District and the Association that certain reductions be made to fund improvements elsewhere in the benefits package.

9.6.6. The Committee will seek and evaluate a rate quote for dental coverage through the VEBA trust in each year of this Agreement.

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. It is the intent of the parties, that this review shall take place no more than one month after the completion of the annual audit. 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.

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, 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. Annually, 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 9.8.6. 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 9.8.5. below.

9.8.2. On July 1, 1998, and annually thereafter, an amount equal to one-tenth of one percent (.1%) of an annual salary increase for the bargaining unit will be deposited to the Retiree Medical Benefits Fund. On July 1, 1999, and annually thereafter, a second amount equal to one-tenth of one percent (.1%) of an annual salary increase for the bargaining unit will be deposited to the Retiree Medical Benefits Fund. On July 1, 2000, and annually thereafter, a third amount equal to one-tenth of one percent (.1%) of an annual salary increase for the bargaining unit will be deposited to the Retiree Medical Benefits Fund. The Parties will meet annually to review and agree upon each year's deposit to the Retiree Medical Benefits Fund.

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

9.8.3.1. 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).

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

9.8.3.3. 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.

9.8.3.4. 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.

9.8.3.5. 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.

9.8.4. 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.

9.8.5. Annually a new reduction shall be established by dividing the total amount of money in the fund by the expected number of eligible retirees divided by twelve (12). Such amount shall not exceed one-hundred and fifty-five dollars (\$155.00) monthly, unless otherwise agreed to by the Parties during the life of this Agreement.

9.8.6. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Section 9.8.5., 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.

9.8.7. Not less than once every three (3) years, the Trust shall commission an actuarial valuation of the fund to assess its fiscal soundness over a projected period of at least twenty (20) years into the future. The expense of the valuation shall be borne totally

by the fund. A copy of the valuation study shall be provided to the Association and the District.

- 9.8.8. 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.
- 9.8.9. The Parties have established a Joint Retiree Medical Benefits Trust which is administered by a board composed of equal numbers of trustees appointed by the District and the Association. The Trust's sole purpose shall be providing health benefit premium credits to eligible, retired unit members. The Board of Trustees shall be responsible for investing and administering the assets of the trust, for ensuring that such assets are properly safeguarded and used, and for administering the trust in accordance with all applicable federal and state laws and all collectively bargained provisions relating to retiree benefits.

Section 9.9: FLEXIBLE SPENDING ACCOUNTS

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

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

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year of two-thousand [\$2,000] per unit member for a Health Care FSA and a maximum of five-thousand [\$5,000] per family for a Dependent Care FSA). Such amount shall serve to reduce the unit member's salary on a pro rata basis each month except July and August.

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

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. Unit members working ten (10) months and having more than seven (7) days, eleven (11) month unit members having more than eight (8) days, and twelve (12) month unit members having more than nine (9) days of their annual sick leave allocation remaining at the end of each fiscal year will receive twenty-five (\$25) dollars for each unused day.
- 10.2.2. Additionally, unit members who have perfect attendance for each fiscal year will receive a bonus of two-hundred (\$200) dollars.
 - 10.2.2.1. Unit members using personal necessity leave for religious holiday observances (maximum of three [3] days per school year), court appearances as a non-litigant, or subpoenaed witness 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. Unit members who donate sick leave to the Catastrophic Sick Leave Bank will not be adversely impacted for the attendance incentives provided herein.

10.2.2.2. Unit members using jury duty and/or bereavement leave will continue to be eligible for the bonus as described in 10.2.2. above. Unit members excused to attend conferences will continue to be eligible for the bonus as described in 10.2.2. above.

10.2.3. The attendance incentives provided herein shall be paid accordingly:

10.2.3.1. For unit members with perfect attendance, payment shall be made by the third (3rd) Friday in August.

10.2.3.2. For unit members with less-than-perfect attendance but meeting the requirements for some incentive under Section 10.2.1., payment shall be made by the third (3rd) Friday in September.

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 following manner:**

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

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

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.

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 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 10.8.2.). In addition, such unit members may be eligible for other types of leaves.
- 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. (see Summer School/Intersession, Hours and Conditions, Section 17.3.2. and 17.3.3.)

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. Birth/Adoption. A father, upon the birth of his child, and parents, upon the adoption of a child.
- 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.
- 10.4.9. Personal/Family Responsibility. Unit members may use up to three (3) days of accumulated full-time sick leave in order to attend to a compelling personal/family responsibility which requires the immediate presence of the unit member during the workday.

Section 10.5: PERSONAL BUSINESS ABSENCE

10.5.1. Two-hour Absence (Paid)

10.5.1.1. 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.

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

10.5.2. Two-day Absence (Paid)

10.5.2.1. 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.

10.5.2.2. Use of personal business absence will adversely affect an employee's eligibility for attendance incentive compensation. (See Section 10.2.)

10.5.3. 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 10.6: 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.

Section 10.7: LONG-TERM LEAVES OF ABSENCE WITHOUT PAY -- CATEGORY I (PLANNED LEAVES)

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

10.7.1.1. 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.

10.7.1.2. Eligibilities. Category I leaves are restricted to permanent status unit members. Probationary status unit members are ineligible for Category I leaves; however, second year probationary unit members are eligible to apply for Category I leaves which commence no earlier than the beginning of their third (3rd) contract year.

10.7.1.3. 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 10.10.).

10.7.1.4. 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.

10.7.1.5. Annual Notification. Unit members on Category I long-term leaves must notify the Human Resource Services Division on or before March 1 of each year of the leave as to their intention either to extend the leave for another school year (if eligible), to return to paid service at the beginning of the next school year, or to resign from the District.

10.7.1.6. Approval. The Human Resource Services Division will notify applicants for Category I leaves whether their leave is approved or disapproved. For requests received prior to January 1, notification will be made by March 1.

For requests received on or after January 1 and up to and including March 1, notification will be made by June 1.

10.7.1.7. 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.

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

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

10.7.2.2. Travel. Permanent unit members may apply for a leave of absence for travel for educational purposes.

10.7.2.3. 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.

10.7.2.4. 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.

10.7.2.5. 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.

10.7.2.6. Service to Professional Associations. Unit members may apply for a leave of absence without pay for the purpose of serving a local, state, or national professional organization in an elected or a staff capacity.

**Section 10.8: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY --
CATEGORY II (PARENTAL, HEALTH, AND HOME
RESPONSIBILITY LEAVES)**

10.8.1. 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:

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

10.8.1.2. 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.

10.8.1.3. 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.

10.8.2. 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.

10.8.3. 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.

10.8.4. 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 10.10.). 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.

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

**Section 10.9: LONG-TERM LEAVES OF ABSENCE WITHOUT PAY --
CATEGORY III (OTHER LONG-TERM LEAVES)**

10.9.1. 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.

- 10.9.2. Military Leave. Upon receipt of proper orders, a probationary or permanent teacher shall be granted a military leave of absence under the provisions of state law for the period of time he or she is required to serve. (see Appendix A, 4.031)

Section 10.10: RETURN FROM LONG-TERM LEAVES OF ABSENCE WITHOUT PAY

- 10.10.1. 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.
- 10.10.2. Failure to Return. Failure to return to paid service as specified in this Article or to accept the placement made by the Human Resource Services Division in keeping with the unit member's credential shall be interpreted as a resignation from the District.
- 10.10.3. Request to Return. A request to return from a Category I long-term leave shall be accomplished under the conditions specified in Section 10.7. A request to return from a Category II long-term leave shall be accomplished under the conditions specified in Section 10.8.
- 10.10.4. 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.
- 10.10.5. 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.
- 10.10.6. Probationary Unit Members. A probationary unit member returning from parental or military leave will retain the status (Probationary I/Probationary II or Permanent) he/she had earned prior to the leave of absence.
- 10.10.7. Checklist. The Human Resource Services Division will make available to unit members returning from long-term leave a checklist of procedural requirements necessary to return to paid service.

Section 10.11: 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.

- 10.11.1. 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.
- 10.11.2. 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.
- 10.11.3. Frequency. A permanent unit member may be granted only one (1) sabbatical leave in each seven (7) year period.
- 10.11.4. 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.
- 10.11.5. 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 10.12: EXCHANGE TEACHER LEAVES

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

Section 10.13: SERVICE TO OTHER PUBLIC AGENCIES WITHOUT LOSS OF SALARY

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

Section 10.14: ABSENCE ON DISTRICT BUSINESS

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

Section 10.15: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS

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

<u>Months of Service</u>	<u>Hours/Month</u>
1-36	11.40
37-84	12.03
85-132	12.70
133-156	13.60
157-180	14.00
181+	14.60

- 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; however, a Child Development Center teacher has the right to appeal the decision to the Program Director.
- 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.
- 10.15.4. The Child Development Center program office will attempt to provide opportunities for teachers to work on site or at the program office for up to two (2) days during the recesses.

Section 10.16: BEREAVEMENT LEAVE

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

Section 10.17: IMMEDIATE FAMILY

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

Section 10.18: ASSOCIATION CONFIRMATION

The Association shall receive annual written confirmation from the District of all leaves granted under Sections 10.7, 10.8, 10.9, and 10.11 above.

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 10.7. 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 sixty (60) workdays 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.
 - 10.20.5.1. When a request for Family Care Leave or an extension of an original Family Care Leave is due to the serious health condition of the unit member or his/her child, parent, spouse or same gender domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the unit member's absence.
- 10.20.6. 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

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

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

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

Section 10.22: JURY DUTY

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

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

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

Section 10.23: CATASTROPHIC LEAVE BANK [Effective July 1, 1999]

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

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

10.23.3. Membership in the Catastrophic Leave Bank.

- 10.23.3.1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two-hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.
- 10.23.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
- 10.23.3.3. The unit member acknowledges that the donation is irrevocable.
- 10.23.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
- 10.23.3.5. Donations to the Catastrophic Leave Bank will not adversely affect a unit member's eligibility for attendance incentive compensation under Section 10.2 of this Agreement.
- 10.23.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
 - 10.23.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.
 - 10.23.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all fully paid leaves on the effective date of this Agreement.
 - 10.23.4.3. The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
 - 10.23.4.4. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability

payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

10.23.5. General Provisions.

10.23.5.1. Withdrawal of Days from the Catastrophic Leave Bank

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

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

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

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

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

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

10.23.7. The provisions of Sections 10.23.4.3. and 10.23.5.4. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

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. Itinerant Unit Members
 - 11.3.2.1. It is important that all itinerant unit members have adequate work space. Site administrators are strongly encouraged to provide itinerant unit members with this adequate work space and all appropriate equipment. Sites with limited space availability should explore the possibility of locating an alternative facility on the site for use by the itinerant staff. To the extent possible, whenever it is necessary to use such space during the itinerant unit member's scheduled time, the unit member shall be notified in advance.
 - 11.3.2.2. Among the factors to be considered by the District in the assignment of itinerant unit members should be the availability of office space, appropriate services to students, and proximity of sites to which the unit member is assigned.
- 11.3.3. Unit members shall be provided with locked storage upon request.

Section 11.4: SUPPLIES AND EQUIPMENT

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

Section 11.10: PHYSICAL THREAT OR ASSAULT/BATTERY

- 11.10.1. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- 11.10.2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the district Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with district student discipline or Zero Tolerance procedures.
- 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. The requirements of Section 11.10 shall be brought to the attention of unit members in each school at the beginning of each school year.

Section 11.11: PUPIL TRANSPORTATION

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

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

Section 11.12: SITE DRESS CODES

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

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

Section 11.13: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE

- 11.13.1. In accordance with district procedures, the District will pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, or watches when such articles are damaged in the line of duty and without fault of the unit member or for articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.
- 11.13.2. Reimbursement of Electronic Hardware and Other Unit Member-Owned Classroom Material. The District shall establish an annual fifty-thousand dollar (\$50,000) self-insurance fund for the purpose of reimbursing unit members for replacement of personal electronic hardware, instructional materials, books, supplies and classroom furniture stolen or damaged in the line of duty as a result of malicious acts, fire or flood, and without fault of the unit member. Disbursement of funds shall be governed by the following:
 - 11.13.2.1. Items eligible for reimbursement under this Section shall be reimbursed according to the following (sets or collections are considered an "item" under this provision):
 - a. Items having an original cost of less than one-hundred fifty dollars (\$150) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost.

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

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

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

11.13.2.4. Upon depletion of the fund, no further reimbursements shall be required. Funds left over at the conclusion of a fiscal year shall carry over to the ensuing fiscal year to a maximum of twenty-five thousand dollars (\$25,000). Any funds remaining in excess of the limit established herein shall be utilized by the Parties for a mutually agreeable purpose.

Section 11.14: INCLEMENT WEATHER TASK FORCE

The Parties recognize that it is difficult to maintain a quality instructional program during periods of extreme heat or instances of loss of utilities. Therefore, the District and the Association invite key stakeholders, including parents, site and central office administrators, unit members, and classified employees to form a task force to recommend guidelines that enable sites to address such conditions. The task force shall issue its report no later than January 1, 1999.

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 or when otherwise determined by the District.
- 12.1.4. School Grade-span Organizational Change. A grade-span change occurs when one or more grade levels are added to or deleted from a school without changing the basic educational philosophy.

- 12.1.5. School Reorganization. A change in the basic educational philosophy of the school. Examples: a 7-9 junior high school becomes a 6-8 middle school, a 7-9 junior high school becomes a continuation high school, change from a non-magnet to a magnet school.
- 12.1.6. Vacancy. A known vacancy is created by retirement, or other separation which has been accepted by the Board of Education, or results from an approved increase in positions, or from approved transfers.
- 12.1.7. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.
- 12.1.8. Itinerant Assignment. A position which may provide services to students of more than one site and which is assigned to one central office cost center.
- 12.1.9. Priority Consideration. Status provided to a unit member who is in excess. A unit member with priority consideration is ensured an interview and shall be selected for a vacancy regardless of seniority, unless there is an overriding issue of qualifications based on objective criteria as established in the posting. It is assumed that a unit member who exercises priority consideration status to obtain an assignment accepts the educational philosophy of the school/program. Priority consideration status shall not apply to the May post.
- 12.1.10. Priority Staffing School. A school which has more than thirty percent (30%) of the total assigned certificated staff, for a period of two (2) or more consecutive years, who have not reached their second year of permanent status. Such schools are typically characterized by a higher-than-average turnover rate and a lower-than-average response to positions available during post and bid periods.
- 12.1.11. Right of First Refusal. Status provided to a unit member who is assigned to a school that is going to be closed per Section 12.1.3. The Human Resource Services Division shall contact the unit member and communicate vacancies. The unit member shall have their choice of vacancies per Section 12.12. This right of first refusal begins with the Board of Education action closing a school and ends September 1 of the school year following the actual closure of the school.

Section 12.2: POST AND BID

- 12.2.1. Not later than February 10, May 10, and July 10, the Human Resource Services Division, 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.
 - 12.2.1.1. Positions available immediately following the July post shall first be offered in seniority order to qualified unit members who are in priority consideration status. A unit member with priority consideration shall be required to accept a position for which he/she is qualified. The unit member's priority consideration status shall expire upon such placement.

- 12.2.2. Each posted vacancy will show: location, credential required, major and minor field or grade level, duties, responsibilities, program description, and physical setting. The Transfer Monitoring Committee shall review postings.
- 12.2.3. From the date the Association receives its official copy of the posting, unit members will have a minimum of ten (10) calendar days to bid for posted positions. No new bids will be accepted 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. Extended Day Postings. Site administrators shall poll their staffs as to interest and qualifications in accepting an available extended day assignment. The District shall have the right to require extended day assignments for related vacancies (e.g., English/School Newspaper, Science/Science Fair Sponsor, Physical Education/Athletics). When more than one (1) vacancy is posted for a site and more than one (1) unrelated extended day assignment must also be staffed, all of the available extended day assignments will be advertised with each vacancy. Unit members who interview for such vacancies shall indicate their preference of and qualifications for an extended day assignment. In the event a qualified unit member cannot be found to fill a combined vacancy and extended day assignment, the vacancy may be filled at the discretion of the District.
- 12.2.5. Awarding of positions will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member has the required major or minor or has completed the minimum legally-required number of units for majors and minors (currently the equivalent of twenty [20] semester units for a minor and thirty [30] semester units for a major), based on the unit member's transcripts on file with the District at the time of the closing of the posting period.
- 12.2.6. The District may interview and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division, Certificated. Unit members with an applicable minor may be considered for vacancies that receive less than five (5) qualified bidders with the appropriate required major under the following conditions:
- 12.2.6.1. Priority consideration shall not apply.
- 12.2.6.2 The District shall not be required to select a unit member with a minor even though he/she is included among the top five (5) most senior applicants.
- 12.2.7. A unit member who is to be transferred as a result of a bid shall be notified, in writing, of the transfer as soon as possible, but not later than the end of the spring semester. Bidders may refuse to accept a bid-upon position at the time of the offer or within 48 hours or other mutually agreed-upon period of time following the offer. Schools will notify applicants of the results of the site selection process. A unit member who has accepted a bid-upon position shall be ineligible to participate in post and bid until the following February 10 posting period.
- 12.2.8. Unit members whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure. (Also reference 14.6.3.4)

- 12.2.9. Subject to Section 12.2.11. below, the Parties agree that an early posting of positions in priority staffing schools 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 Human Resource Services Division, Certificated, for editing and final posting. In the event that the association representative is unavailable, the administrator shall forward a copy of the postings to the Association at the same time that the postings are forwarded to the Human Resource Services Division, Certificated.
- 12.2.11. Transfer Monitoring Process. The District and the Association agree to review and monitor post and bid and excessing procedures as they are implemented, to respond to inquiries from the District or the Association, to determine the date and scope of any early spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.
- 12.2.12. Seniority After May Post And Bid. Transfers made after the May post and bid will continue to consider the educational needs of the District, and the qualifications and requests of the unit member. When all other things are equal, one (1) of the five (5) unit members with the greatest seniority, who requested the transfer and have been deemed qualified by the Human Resource Services Division, Certificated, will receive the transfer, except that a unit member who is in excess at a site will be given priority consideration within the same school level (elementary, middle level, senior high).
- 12.2.13. Transfers Within Early Childhood Education Programs. Transfers within the Early Childhood Education Programs will be processed through the District office responsible for the program. A listing of vacancies will be posted in each Early Childhood Education Program site. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, unit member calendar, language, and other stated needs. When necessary, a fourth (4th) post may be held in the fall.
- 12.2.14. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular post and bid procedures established in this Section.

Section 12.3: EXCEPTION TO POST AND BID PROCEDURES

- 12.3.1. Integration Programs. For staffing of all integration program positions (except for initial staffing of magnet schools), the District will select the unit member to fill the vacancy from among all qualified applicants.
- 12.3.2. Position Vacancy Announcements. Vacancies not staffed internally at a site and normally advertised outside the post and bid period may include Central Office Resource Teachers, In-School Resource Teachers, In-School Counselors, Head Counselors, District Counselors, Librarians, Senior Speech Pathologists and Sr. Psychologists. Such vacancies will be posted for a minimum of ten (10) calendar days. Except for Central Office Resource Teacher positions, the District may interview and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have applied for the position, and have been deemed qualified by the Human Resource Services Division. Full-time District Counselor position vacancies assigned to two (2) or more work locations will be advertised; however, it is understood that the combination of work locations and the school calendar to which the position is assigned may change from year to year.

Section 12.4: REGIONAL OCCUPATION PROGRAM (ROP) TRANSFERS

- 12.4.1. It is understood that regular contract positions which include a partial Regional Occupation Program (ROP) assignment will be posted in accordance with Section 12.2.
- 12.4.2. Vacant positions funded exclusively by the ROP Program shall be filled first by qualified ROP unit members who are in excess status.
- 12.4.3. Transfers to fill positions funded exclusively by the ROP program will be processed through the School-to-Work Transition 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 District may interview and will select from the five (5) ROP unit members who have the greatest number of years teaching in the District, have filed a request to transfer, and have been deemed qualified. A qualified ROP unit member is one who holds the appropriate credential for the position to be filled, whose most recent summary evaluation is effective and who meets the criteria specified in the postings.
- 12.4.4. ROP unit members will also be entitled to participate in regular post and bid procedures established in Section 12.2. It is understood that an ROP unit member on a restricted contract shall be required to complete a probationary period with the District consistent with California Education Code requirements.

Section 12.5: CENTRAL OFFICE RESOURCE TEACHERS AND MASTER TEACHERS

The District may interview and will select from among all Central Office Resource Teacher applicants and Master Teacher applicants who have been deemed qualified by the Human Resource Services Division. All advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school are highly desirable. Central Office Resource Teachers and Master Teachers shall be selected for an initial assignment of up to

three (3) years, with an option of a fourth (4th) year based on District needs. Following their assignment, incumbent Central Office Resource Teachers and Master Teachers may be reselected for an additional three (3) year assignment, providing no other qualified unit member applies; otherwise, they must observe a one (1) year hiatus before reapplying for any Central Office Resource Teacher or Master Teacher vacancy. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year. Positions that are to be rotated for the ensuing school year shall be announced prior to the beginning of the May post and bid period.

Section 12.6: INTERN ACCESS TO POST AND BID

As vacant positions not filled by contract unit members become available, interns who successfully complete their specific intern program shall be provided the opportunity to interview, along with other qualified candidates in the July posting period. Interns may submit a maximum of eight (8) bids for posted positions.

Section 12.7: INVOLUNTARY TRANSFERS

- 12.7.1. 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 head 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:
- 12.7.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefor.
 - 12.7.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.
 - 12.7.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.
 - 12.7.1.4. Administrative transfers may be appealed through the grievance procedure.
- 12.7.2. Extended-Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended-day service may be involuntarily transferred if he/she refuses to provide such service within five (5) years of such employment, transfer or retention. This Section does not apply to high school physical education teachers who may be administratively transferred under Section 12.7.1. unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.
- 12.7.3. Reduction of Staff. Involuntary transfers to reduce staff may be made at the end of the school year based upon enrollment estimates and during the year based upon actual enrollments. The supervisor shall determine the level (K-3, 4-6), the subject area, or program to be reduced. Elementary site administrators shall poll their staffs as to qualifications for and interest in changing levels.

- 12.7.3.1. Volunteers may be transferred to achieve the desired reduction. If no unit member volunteers for transfer, the unit member who has the least seniority at the level, in the subject area, or with the affected program shall be transferred. However, a unit member who has taught in the District for at least two (2) school years in a different subject or at a different level within the last nine (9) years or at least one (1) school year within the last five (5) years and is deemed qualified by the Human Resource Services Division may exercise seniority rights within that other subject, level, or program.
- 12.7.3.2. When October enrollment justifies, a unit member may be returned to his/her site with the agreement of the division head. A unit member involuntarily transferred after October 15 will not be transferred again during the same year for the same purpose.
- 12.7.3.3. Counselors who are deemed in excess shall be placed on an interview list and considered for vacant counseling positions during the next school year.
- 12.7.4. Indispensable Services. Unit members in key positions may be protected from involuntary transfer. Key positions are: (1) those positions where there is no available and qualified unit member on site to fill the position, or (2) one of the following positions:
 - 12.7.4.1. Gifted teaching positions requiring special credentials or District Certification.
 - 12.7.4.2. Special Education positions requiring Special Education credentials and Resource Specialists.
 - 12.7.4.3. Elementary, Secondary, and Head Media Center Librarians.
 - 12.7.4.4. Bilingual and English as a Second Language positions.
 - 12.7.4.5. Continuation (Opportunity School) positions.
 - 12.7.4.6. District Reading teachers.
 - 12.7.4.7. Inschool Counselors.
 - 12.7.4.8. Senior High positions involving extended-day pay.
 - 12.7.4.9. Itinerant unit members and unit members budgeted to divisions other than Office of Instructional Support.
- 12.7.5. Class Reorganization. Unit members will not be reassigned due to declining enrollment after October 31, except in the case of severe declining enrollments caused by circumstances beyond the District's control.

Section 12.8: MISCELLANEOUS TRANSFER PROVISIONS

- 12.8.1. Return From Leave. Unit members returning from leave at the start of the school year shall notify the Human Resource Services Division, 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.
- 12.8.2. Other Suitable Vacancies. If a unit member is transferred to a vacancy which does not materialize, he/she may, by mutual agreement with the site supervisor, be placed in another appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the Human Resource Services Division.
- 12.8.3. Annual Transfer List. On or about February 15, the Human Resource Services Division, Certificated, shall provide the Association a list of unit members, showing previous location, new location, effective date of transfer and reason for transfer. This list will cover transfers from the start of the second semester of the previous year to the start of the second semester of the current year.

Section 12.9: RIGHTS OF TRANSFERRED UNIT MEMBERS

- 12.9.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer.
- 12.9.2. Preparation for Moving. Release time should be provided for unit member(s) being transferred. One (1) day of duty free preparation/orientation time shall be provided at the receiving school.
- 12.9.3. Custodial Services. Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.

Section 12.10: SCHOOL OPENING

School openings shall be staffed solely in accordance with the provisions of this Section and without regard to provisions contained in other sections of this Article.

- 12.10.1. Whenever a new school is to be opened, an effort will be made to identify at least seventy-five percent (75%) of the expected vacancies at least four (4) months prior to the scheduled opening.
- 12.10.2. Selection of the staff for the new school shall be by the post and bid system as follows:
 - 12.10.2.1. First Post (as soon as practicable). Up to twenty percent (20%) of the expected positions will be posted. The District will select the unit members to fill the vacancy from all district applicants deemed qualified by the Human Resource Services Division, Certificated.
 - 12.10.2.2. 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 Human Resource Services Division, Certificated.

- b. Approximately forty-five percent (45%) or more of the expected vacancies will be posted and filled as provided in Section 12.2.

12.10.2.3.May Post. All remaining vacancies will be filled by following normal post and bid procedures.

Section 12.11: SCHOOL REORGANIZATION

A reorganized school shall be staffed first by unit members currently assigned to the affected schools who bid on posted positions and are deemed qualified by the Human Resource Services Division, Certificated. Remaining vacancies may be filled by the District in accordance with Section 12.2.

Section 12.12: SCHOOL CLOSING

Unit members transferred as a result of a school closing shall be given their choice, by seniority order, of available vacancies at other sites for which they are properly credentialed and qualified, except that such unit members shall have no Right of First Refusal for positions at the school in the event it is reopened.

Section 12.13: SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE

Unit members in the school(s) affected may bid on vacancies for which they are qualified and shall receive priority consideration as defined in this Article.

Section 12.14: INITIAL STAFFING OF MAGNET SCHOOLS

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

- 12.14.1. Request a transfer to other schools in the District.
- 12.14.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.
- 12.14.3. Be transferred under the provisions of Section 12.7.3., Reduction of Staff.

Section 12.15: MULTIPLE ASSIGNMENT POSITIONS

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

- 12.15.1. The District shall identify and post all authorized multiple assignments as in Section 12.2.2.
- 12.15.2. Unit members affected by assignment consolidation shall:
 - 12.15.2.1. Request a transfer to other schools or multiple type assignments within the District, or
 - 12.15.2.2. Bid on any vacancies for which they are qualified, or
 - 12.15.2.3. Be transferred under the provisions of Section 12.7.3., Reduction of Staff.

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

- 12.15.3. 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.
- 12.15.4. If no unit member bidding on a new multiple assignment has a priority claim, district seniority will determine the awarding of the position.

Section 12.16: ITINERANT UNIT MEMBER PREFERENCES

- 12.16.1. The program manager/department head shall provide itinerant staff with information regarding itinerant assignment considerations which become available throughout the school year. Interested itinerant unit members may apply for such opportunities.
- 12.16.2. Annually by March 1, itinerant unit members shall express their preferences for work schedules within the department or division, including level, program, school(s) or special interests.
- 12.16.3. The program/department head shall provide itinerant unit members with information regarding the assignment combinations anticipated for the ensuing school year by May 1.
- 12.16.4. In accordance with the provisions set forth herein, each program/department, in consultation through the program's governance team with all itinerant staff, will develop its own system for making assignments, based on the program's unique needs. Assignments for the ensuing school year, contingent on student enrollment, will be made by the program manager/department head by June 1.

12.17. SENIOR SPEECH-LANGUAGE PATHOLOGISTS

Senior Speech-Language Pathologist assignments shall be rotated every three (3) years among qualified Speech-Language Pathologists.

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: ELEMENTARY

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

$$\begin{array}{lcl} \frac{\text{K - Grade 3 enrollments}}{29.70} & = & \text{Number of primary grade teachers} \\ & & \text{(rounded to nearest tenth)} \\ \\ \frac{\text{Grade 4 - 6 enrollments}}{32.13} & = & \text{Number of upper grade teachers} \\ & & \text{(rounded to nearest tenth)} \end{array}$$

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

- 13.2.2. Individual kindergarten classes shall not exceed an average of thirty-two (32) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.
- 13.2.3. Individual Grades 1 and 2 classes shall not exceed an average of twenty-five and one-half (25.5) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.
- 13.2.4. Individual Grade 3 classes shall not exceed an average of thirty-one (31) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.
- 13.2.5. Grades K-6 classes shall not exceed thirty-six (36) pupils for more than thirty (30) calendar days.

Section 13.3: CLASS SIZE REDUCTION PLAN

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

- 13.3.2. In addition to the number of primary and upper grade teachers allocated to each elementary school as specified in Section 13.3.1., each site shall be entitled to additional teaching positions in accordance with the following formula:
- 13.3.2.1.
$$\frac{\text{K and Grade 3 Enrollments}}{29.7} + \frac{\text{Grades 1 and 2 Enrollments}}{25.5} + \frac{\text{Grades 4 - 6 Enrollments}}{32.13}$$
- 13.3.2.2. Less:
$$\frac{\text{K - Grade 3 Enrollments}}{29.7} + \frac{\text{Grade 4 - 6 Enrollments}}{32.13}$$
- 13.3.2.3. 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.
- 13.3.3. Representatives selected by the District and the Association (hereafter "District," "Association," "party," or "parties") shall engage in a consultation process if changes in funding levels and/or state law appear to require changes in implementation of the CSR program, the exact extent of which appear to be discretionary under law. By way of example, this consultation would not apply to a change in law allowing for a different ratio or computation of ratios. However, the consultation process will apply if, due to a reduction in funding level, choices must be made as to how and where the program would continue to be implemented at a reduced level.
- 13.3.4. "Consultation" as used above is defined as follows: Discussions which provide each party with a meaningful opportunity to materially impact, influence and shape decisions before they are made. The consultation process is for the purpose of discussion over educationally related subjects, as distinguished from the negotiations process, which addresses legally defined working conditions.
- 13.3.4.1. If consultation does not result in consensus as to how to proceed, and/or either party asserts that consultation as defined above has not really occurred, Association and District leadership shall meet to resolve the issues. Each party shall select two representatives for this purpose. If the parties cannot resolve the issues, and upon either party's request, the dispute resolution process set forth in paragraph 4 below shall apply.
- 13.3.4.2. As provided in paragraph 3 above, upon request by the Association or the District, the following dispute resolution process shall apply:
- The Association and the District shall each select an individual to serve on a resolution panel; these two individuals shall select a third panel member.
 - All panel members shall possess sufficient knowledge of educational policy, theory and practices to enable them to make an informed decision on the issues presented.

- c. Each party shall make a presentation to the panel, together with relevant documentation, if desired.
- d. The panel will issue a recommended resolution in writing. If the parties cannot resolve the issues based on this recommendation, the matter shall be submitted to the Board of Education for final decision.
- e. This process shall be implemented as expeditiously as possible in order that necessary decisions are made in accordance with legal time lines and educational necessity.

13.3.4.3. In any event, the District may take actions of an interim nature prior to completion of the consultation process if necessary to maintain eligibility to participate in the program, or to prevent a loss of funding, or to prevent an increased expenditure of non-CSR district revenues.

Section 13.4: SECONDARY

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

Middle School or Junior High	Senior High
$\frac{\text{Enrollment}}{28.73} + 2 \text{ CPU}$	$\frac{\text{Enrollment}}{29.13} + 2 \text{ CPU}$

- 13.4.2. Individual teacher's academic classes will average no more than thirty-six (36) pupils each.
- 13.4.3. 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.
- 13.4.4. 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.
- 13.4.5. Following the second school month of the traditional school year, the Contract Administration Committee shall be provided with a monthly report of all academic classes exceeding forty (40) students. The purpose of receiving this data shall be to plan for future negotiations and, if possible, to develop recommended solutions to outstanding class size problems.
- 13.4.6. Secondary physical education classes (excluding athletic periods) shall average no more than fifty (50) pupils over a four (4) month period.

Section 13.5: CASELOADS FOR SCHOOL NURSES, DISTRICT COUNSELORS AND IN-SCHOOL COUNSELORS

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

13.5.1. School Nurses.

<u>Actual Enrollment</u>	<u>Days Per Week</u>	<u>Position Equivalent</u>
1 - 538	1.0	.20
539 - 1,076	2.0	.40
1,077 - 1,613	3.0	.60
1,614 - 2,151	4.0	.80
2,152 and Above	5.0	1.00

13.5.2. District Counselors.

<u>Actual Enrollment</u>	<u>Days Per Week</u>	<u>Position Equivalent</u>
1 - 448	1.0	.20
449 - 660	1.5	.30
661 - 873	2.0	.40
874 - 1,086	2.5	.50
1,087 - 1,299	3.0	.60
1,300 - 1,512	3.5	.70
1,513 - 1,724	4.0	.80
1,725 - 1,937	4.5	.90
1,938 and Above	5.0	1.00

13.5.3. In-School Counselors.

Total Enrollment/437 (Middle Schools)

Total Enrollment/417 (Senior High)

ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES

Section 14.1: PURPOSE

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

Section 14.2: PERFORMANCE EVALUATION

14.2.1. Frequency. Evaluation and assessment of the performance of unit members will be made on a continuing basis, but at least once each school year for probationary unit members (including unit members serving on leave-replacement contracts and interns), and every other year for unit members in permanent status whose most recent performance evaluation has been effective. Unit members participating in the alternative evaluation process described in Section 14.7. may deviate from this schedule and a unit member participating in the National Board Certification Program shall be exempted from routine performance evaluation procedures in Sections 14.1. through 14.6. during the period of time when he/she is involved in the certification process.

14.2.2. Designation of Evaluator. The supervisor of each unit member designated in the unit member's job description shall be the evaluator. The supervisor may delegate the evaluation to other credentialed supervisory personnel. Such delegation will be

explained to the evaluatee. A special evaluation shall be conducted by the supervisor or it may be delegated at the supervisor's discretion and with the appropriate division head's approval.

Section 14.3: EVALUATION COMPONENTS

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

14.3.1. Elements of Evaluation.

14.3.1.1. The competency of classroom unit members will be evaluated and assessed as such competency reasonably relates to:

- a. Progress of pupils toward established standards.
- b. Instructional techniques and strategies.
- c. Adherence to curricular objectives.
- d. Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
- e. Performance of non-instructional duties and responsibilities including supervisory and advisory duties.

14.3.1.2. The competency of non-classroom unit members will be evaluated as such competency relates to:

- a. Provision of specialized support/services to pupils and other unit members.
- b. Provision of services/resources to school sites to support school, division, and district objectives.
- c. Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.
- d. Applicable classroom unit member elements of evaluation.

14.3.2. Objectives and Assessment Techniques.

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

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

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

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

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

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

14.3.3. Performance Standards. While evaluation will concentrate upon selected areas for each individual, the unit member will be expected to maintain effective standards of

performance in all areas of responsibility as identified in the unit member's job description.

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

- 14.4.1. Third Party Recommendations. Should agreement not be achieved between the evaluator and the evaluatee as to the areas of evaluation, performance objectives and standards, evaluation elements, evaluation criteria, support requirements, or ongoing plans for evaluating performance status, recommendations from a third party shall be solicited.
- 14.4.2. Third Party Selection. The evaluator and the evaluatee shall attempt to mutually agree upon the third party. Failing agreement, the matter shall be referred to the evaluator's supervisor who shall select an appropriate third party from any of the following categories of job classifications: teacher, specialist, consultant, coordinator, director, or assistant director, or other parties as agreed. If the dispute involves an evaluatee who is a counselor, 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.
- 14.4.3. Final Decision Responsibility. If the recommendations of the third party do not resolve the disagreement, the evaluator's supervisor, in consultation with the Contract Administration Committee, shall make the final decision after considering the recommendations of the third party, and if requested, meeting with the evaluator and the evaluatee.

Section 14.5: CONSTRAINTS

- 14.5.1. A unit member shall not be evaluated based upon the use of publisher's norms established by standardized tests.
- 14.5.2. The goals, objectives, and standards for a particular unit member shall take into account the characteristics of students, class size, and availability of resources as established under district policies and procedures, the availability of equipment and materials identified by district standardized lists for the program being evaluated, and board-established goals, objectives, and standards.
- 14.5.3. Unit members shall not evaluate other unit members.
- 14.5.4. No mechanical or electronic recording device may be used to record conferences, classroom instruction or meetings involving unit members and their supervisors unless agreed to by all Parties. (See appendix G)

Section 14.6: EVALUATION PROCESS/TIMELINES

- 14.6.1. Pre-evaluation.
 - 14.6.1.1. During the first four (4) weeks of pupil attendance, the evaluator shall hold a staff meeting to review the evaluation procedures, distribute and explain

copies of all evaluation forms, make available the district manual of unit member job descriptions, and review the evaluation calendar for the year.

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

During this meeting, mutual agreement shall be reached on the objectives and criteria upon which the unit member will be evaluated, and upon the assessment techniques which will be utilized to determine the degree of the unit member's achievement of objectives and criteria.

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

Within ten (10) workdays of receipt of the unit member's objectives, the supervisor shall approve or disapprove the objectives. If the objectives have not been approved, the supervisor will schedule a conference with the unit member. (Refer to Section 14. 4 for resolution of disagreements in this area.)

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

14.6.2. Observation Procedures.

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

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

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

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

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

14.6.3. Progress Check and Remediation Plan.

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

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

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

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

14.6.3.4 If an absence occurs during the remediation period, the evaluator may decide, or the evaluatee may request, that the remediation period should terminate or be postponed to a later date. The evaluator's decision on this matter shall be final and shall be communicated to the unit member in writing. If the remediation period is terminated, the period shall begin anew when the unit member returns to work, commencing on a date to be established by the evaluator. A unit member whose remediation period is rescheduled in this manner shall not have access to the post and bid process set forth in Section 12.2.

14.6.4. Final Evaluation.

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

- a. On or before the third Friday in February for second year probationary unit members.

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

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

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

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

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

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

14.6.5. Final Responsibility for Evaluation.

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

14.6.6. Grievability of Evaluations.

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

Section 14.7: ALTERNATIVE EVALUATION

- 14.7.1. Purpose. The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers to unit members who have consistently demonstrated effective performance an alternative to the regular evaluation process. The process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership

through individual or group efforts. The goals, objectives, projects and criteria established under the alternative assessment process serve as the certificated performance evaluation in lieu of the regular evaluation. The process is structured to strengthen collegial relationships and cooperation and to decrease isolation.

14.7.2. Evaluation Plan.

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

14.7.2.2. Evaluation Plan. At a pre-evaluation conference held in compliance with the timelines established in Section 14.6.1., the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees and evaluators are encouraged to be creative and take risks when developing options. The evaluatee(s) and the evaluator will schedule evaluation updates throughout the assessment period. The agreed-upon evaluation plan may transcend the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.

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

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

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

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

Section 14.8: SPECIAL EVALUATIONS

- 14.8.1. 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:
- 14.8.1.1. Those that occur to follow up on a unit member previously designated as less than effective.
 - 14.8.1.2. 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 14.8.7.)
- 14.8.2. 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.
- 14.8.3. 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.
- 14.8.4. 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.
- 14.8.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate district personnel, the evaluator will develop a written plan which includes:
- 14.8.5.1. The specific areas identified where improved performance is necessary, limited to those areas marked less than effective on the previous year's evaluation.
 - 14.8.5.2. Resources to be made available to assist the evaluatee which may include peer coaching, the assistance of a consulting teacher per Article 18, released time to observe other unit members, printed materials, attendance at inservice training sessions, and/or central office assistance.
 - 14.8.5.3. A timeline for monitoring the evaluatee's performance.
 - 14.8.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.
 - 14.8.5.5. Constraints, if any, to be included on the Evaluation Worksheet.
 - 14.8.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.
 - 14.8.5.7. The evaluator will consult with the appropriate department head in the development of special evaluation objectives for itinerant nurses and district counselors.

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

14.8.6.1. 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 14.8.5.

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.

14.8.6.2. 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.

14.8.6.3. Summary Evaluation Conference.

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

a. The evaluator:

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

14.8.7. Expedited Special Evaluations. Expedited special evaluations may take place during a unit member's non-evaluation year whenever a demonstrable deficiency in a unit member's performance has occurred. The unit member must first be notified through a conference with written memorandum of summary (not placed in the Education Center personnel file if resolved) that such a deficiency has occurred, and that expedited special evaluation is possible if performance has not improved within a reasonable period of time. This conference and memorandum of summary is not required in cases of severe misconduct.

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

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

Section 14.9: PEER COACHING/ASSISTANCE PROGRAM

The District and the Association agree to establish a joint committee comprised of an equal number of representatives. The committee's task is to develop guidelines and models for the implementation of a peer coaching/assistance program in which unit members will assist their colleagues with alignment of curriculum, teaching, methodology, classroom management skills, and program specific responsibilities. The committee will recommend the peer coaching/assistance process to be used to collaboratively support probationary unit members and unit members experiencing performance difficulties. Guidelines and models for total school certificated staff and for support/itinerant staff will also be developed by the committee. The committee's final recommendations will be submitted to the Contract Administration Committee not later than March 31, 1999.

Section 14.10: PERSONNEL FILES

- 14.10.1. 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.
- 14.10.2. 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.
- 14.10.3. Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:
- 14.10.3.1. Were obtained prior to the unit member's employment, or
 - 14.10.3.2. Were prepared by identifiable examination committee members, or
 - 14.10.3.3. Were obtained in connection with a promotional examination.

Section 14.11: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- 14.11.1. 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.
- 14.11.2. 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.

- 14.11.3. 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.
- 14.11.4. The unit member may, within a reasonable period of time, submit written comments which shall be attached to such material and become a permanent part of the document.
- 14.11.5. Electronic mail (e-mail) is not a confidential medium. Therefore, performance evaluations or materials of a derogatory nature shall not be transmitted by electronic mail/internet.

Section 14.12: 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.

14.12.1. Definitions.

14.12.1.1.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.

14.12.1.2.Informal Complaint. Any complaint which does not meet the definition of a formal complaint shall be considered an informal complaint.

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

14.12.1.4.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.

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

- 14.12.2. 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.

14.12.3. 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:

14.12.3.1. 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.

14.12.3.2. 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.

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

14.12.3.4. 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.

14.12.4. Appeal to the Board of Education. In the event that the steps set forth in Sections 14.12.1. through 14.12.3. have been implemented, and the complaint remains unresolved, the Board of Education may discuss the issue informally in closed session, requesting written summaries of the issues presented at the earlier levels. If after such informal discussions, adverse action against the unit member is contemplated, the Board of Education shall implement the formal hearing procedure set forth below.

14.12.4.1. Hearing and Hearing Procedures.

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

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

14.12.4.1.3 Representation.

a) The complainant may be accompanied by his/her attorney or a representative of his/her choice.

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

- 14.12.4.1.4 Hearing Procedure. The hearing shall be solely on the issue raised by the complaint and the response. Complainant and the unit member may call witnesses to testify about the allegations made in the complaint or response, and may make whatever statements pertaining to the complaint which either deems desirable. Witnesses shall be sequestered at the request of either Party.
- 14.12.4.1.5 Conduct of Hearing. The presiding officer shall determine the manner in which the hearing is to be conducted, setting aside an appropriate amount of time for each side to present its case, and may limit the number of witnesses and other participants in the hearing. The complainant shall present first, and the unit member will respond. It is understood that the burden of proof is on the complainant.
- 14.12.4.1.6 Record of Hearing. The hearing shall be considered a confidential personnel matter. If the presiding officer determines that a court reporter is necessary to record verbatim the entire hearing, it shall be at district expense.
- 14.12.4.1.7 Conclusion. Within a reasonable period of time after the hearing, the Board of Education will notify the complainant and the unit member of its decision.

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).
- 15.2.2. A "group grievance" may be filed when there are mutually-agreed common questions of fact pertaining to each grievant.
- 15.2.3. A "grievant" is a unit member, a group of unit members, or the Association.

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.

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 or designee within ten (10) workdays after receiving the Step Two decision. Information copies shall be sent to the grievant's supervisor or other appropriate district administrator and the Association. Relevant information obtained during Step Two may be asserted.

15.5.2. The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.

15.5.3. A conference shall be scheduled by the appropriate administrator in the Human Resource Services Division or designee within ten (10) workdays after receipt of the grievance. All Parties may be represented at the conference.

15.5.4. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in the Human Resource Services Division or designee shall render a

proposed written decision, copies of which shall be sent to the grievant's immediate supervisor and the Association.

Section 15.6: STEP FOUR - ARBITRATION

- 15.6.1. If a grievance is not resolved at Step Three, the Association may request a hearing before an arbitrator. The request shall be filed in the Human Resource Services Division or designee within fifteen (15) workdays after the written decision of the division representative becomes effective.
- 15.6.2. Within five (5) workdays after receipt of a request for arbitration, the Human 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 or designee 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.
- 15.6.3. The cost of arbitration shall be borne as follows:
 - 15.6.3.1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
 - 15.6.3.2. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either Party may employ and compensate such a reporter.
- 15.6.4. Powers and limitations of the arbitrator shall be as follows:
 - 15.6.4.1. The function of the arbitrator shall be:
 - a. To hold a hearing concerning the grievance, and
 - b. To render a binding decision within thirty (30) calendar days of the hearing or receipt of closing briefs (if any).
 - 15.6.4.2. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.
 - 15.6.4.3. The arbitrator shall determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.

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

Section 15.7: STEP FIVE - APPEAL

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

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

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

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

Section 15.8: GENERAL PROVISIONS

- 15.8.1. No party may be required to discuss any grievance if his/her representative is not present.
- 15.8.2. Unless otherwise provided, the time allowance set forth in this grievance procedure may be extended by mutual written agreement of the unit member or the association representative and the appropriate representative of the District.

- 15.8.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- 15.8.4. If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.
- 15.8.5. By mutual agreement of the Association and the Human Resource Services Division, or designee grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step Three.
- 15.8.6. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 15.8.7. Wherever under this grievance procedure documents are required to be served or filed on one party by another, 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, with the exception of visiting teachers, who is not a member of SDEA/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit 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 Education Association Scholarship Fund.

- 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. 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 provide for hearing by a neutral third party.
- 16.4.2. 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 16.3.1.1. through 16.3.1.2.
- 16.4.3. 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.
- 16.4.4. 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.

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

Members of the Association may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

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.

**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 ten (10) month 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. These procedures will ensure that unit members have the opportunity to apply for each intersession.
- 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 Human Resource Service Division, 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 Human Resource Service Division, Certificated, shall determine qualification standards applicable to positions and shall determine qualifications of applicants against those standards.
- 17.1.6. The Human Resource Service Division, 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 Human Resource Service Division, Certificated, records.
 - 17.1.6.3. Recency of experience in specific grade level or subject area, as determined by the Human Resource Service Division, 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 Human Resource Services Division, Certificated, records.
 - 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.
- 17.1.7. The Human Resource Service Division, Certificated, shall have the responsibility for determining which applicants shall be placed in the summer school/intersession 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/intersessions 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/intersession.

- 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/intersession 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.

- 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 receiving five (5) hours of pay per day shall be twenty-five (25) hours per week, inclusive of a fifteen (15) minute rest period per day. . Duty hours for nonclassroom unit members receiving eight (8) hours of pay per day shall be forty (40) hours per week, inclusive of a fifteen (15) minute rest period per day consistent with Article 8.5.2.

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.
- 17.3.1.1 Accrual and use of sick leave is delineated in Appendix E 2.01 and 2.02.
- 17.3.2. Summer school and intersession unit members may use full-salary sick leave accumulated during the regular school year. Sick leave used by a unit member who is paid for less than an eight (8) hour day will be charged at the rate of four (4) hours for each day of absence. Sick leave used by a unit member who is paid for an eight (8) hour day will be charged at the rate of eight (8) hours for each day of absence.
- 17.3.3. Unit members working intersession accrue sick leave at four (4) hours of sick leave for each 2 week period of intersession worked. Unit members working summer

school accrue sick leave at eight (8) hours of sick leave for each 4 week period of summer school session worked.

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 14.10. and 14.11., 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.
- 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, **2003**, and August 31 of the year in which this Agreement expires.

Section 17.9: APPLICATION OF CONTRACT ARTICLES

The following articles of this Agreement do not apply to summer school assignments: Article 8, Hours of Employment (except Section 8.5.2); Article 9, Health and Welfare Benefits; Article 10, Leave Policies, (except Sections 10.4, 10.5, 10.16, 10.17, 10.21); Article 12, Transfer Policies; Article 16, Organizational Security; Article 19, Layoff and Reemployment; Article 21, Job Sharing; Article 24, Year-round Schools.

Section 17.10: SUMMER SCHOOL/INTERSESSION COMPENSATION

17.10.1 Wage and hours provisions for summer school/intersession assignments are included in Appendix E.

ARTICLE 18. PEER REVIEW AND ENRICHMENT PROGRAM (PREP)

Section 18.1. PURPOSE

The San Diego Education Association and the San Diego Unified School District are continuously striving to provide the highest possible quality of education. Teachers are valuable professionals who deserve to have the best resources available provided to them. The Peer Review and Enrichment Program ("Program") is intended to be a support mechanism

that allows exemplary teachers to assist peers who are seeking growth in subject matter knowledge and/or teaching strategies. The parties are committed to improving student achievement by supporting teaching and learning in the classroom.

- 18.1.1. The Peer Enrichment Program (“PEP,” see Section 18.6) shall constitute the voluntary assistance component of this Program. Voluntary Peer Enrichment shall be provided to all teachers via the PEP through school site and qualified program (due to the presence of classroom teachers, e.g., Life Skills) directed resources allocated on a per classroom teacher basis to each school site and qualified program. (See Section 18.6.3.4.)
- 18.1.2. Peer Assistance and Review – the mandatory component of this Program – shall be provided through Consulting Teachers to permanent teachers who are “Participating Teachers” as defined in this Article. This assistance shall not constitute the evaluation of certificated unit members as set forth in Article 14 and Education Code Section 44660, et seq.

Section 18.2. DEFINITIONS FOR PURPOSES OF THIS PROGRAM

- 18.2.2 “Classroom Teacher” or “Teacher” is any unit member whose major professional responsibility is to provide instruction to pupils in a classroom setting. “Participating Teacher” is a permanent classroom teacher who has received an overall evaluation of Unsatisfactory based upon the ratings of the first four elements in any combination or Unsatisfactory in one of the four, and an overall evaluation of less than effective.
- 18.2.3 “Consulting Teacher” is an exemplary teacher meeting the requirements of Section 18.4.1 who is selected by the Joint Panel to provide assistance to a participating teacher.
- 18.2.4 “Principal” or “evaluating principal” is the certificated administrator appointed by the District to evaluate a teacher.

Section 18.3. GOVERNANCE AND PROGRAM STRUCTURE

18.3.1. Joint Panel

- 18.3.1.1 A Panel consisting of five (5) members, three (3) permanent classroom teachers selected by the Association and two (2) administrators appointed by the District will administer the Peer Review and Enrichment Program. There shall also be two (2) teacher alternates, who shall be a permanent classroom teachers, and two (2) administrator alternates both to be trained and assume Panel duties if needed in the event of a conflict of interest or if a Panel member is unable to perform his/her duties. Alternates have the right to attend all Panel meetings. The chair of the Panel shall alternate annually between the District and the Association.

A Panel member shall neither participate in discussion nor vote on any matter in which he/she has professional or personal conflict of interest.

18.3.1.2. A Panel member's term shall be three (3) years. The alternate Panel members shall serve three (3) year terms.

18.3.1.3. The parties to this agreement share a mutual interest in appointing members to the Panel who reflect grade level diversity and who have demonstrated successful professional experience in the District.

18.3.1.4. The Joint Panel will make all decisions by consensus. In the absence of consensus then a majority vote is required except as provided in Section 18.3.1.7.b. Four (4) Panel members will constitute a quorum for the purposes of meeting and conducting business. Minutes shall be required for meetings of the Panel. Confidential information about individual Participating Teachers shall not be included in the minutes.

18.3.1.5 The Joint Panel's primary responsibilities involve recommending the annual Peer Enrichment and Review Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:

18.3.1.5.1. Submitting to the Board of Education and the Association an annual evaluation of the Program's impact, including improvements to be made in the program, recommendations regarding Participating Teachers with unsatisfactory evaluations (as defined in this Article), and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;

18.3.1.5.2. Assigning the Consulting Teachers based on a selection process determined by the Panel;

18.3.1.5.3. Reviewing Consulting Teachers' reports on Participating Teachers;

18.3.1.5.4. Reviewing the effectiveness of the Consulting Teachers.

18.3.1.5.5. Resolving issues and problems which may arise between the Consulting Teacher and the Participating Teacher; and

18.3.1.5.6. Providing training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers.

18.3.1.5.7. Overseeing and annually evaluating the Peer Enrichment Program, including establishment of a cadre, and

- 18.3.1.5.8. Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.

18.3.1.6. The Program resources shall be utilized in the following priority:

18.3.1.6.1. First, for Participating Teachers with an unsatisfactory evaluation as defined in this Article;

18.3.1.6.2. Second, for teachers with a less than effective evaluation or who are on a remediation plan but are not mandated participating teachers; and

18.3.1.6.3. Third, all teachers in accordance with the Peer Enrichment Program (PEP).

18.3.1.7. The Panel shall use the following procedure for developing and recommending the annual Program budget for the Participating Teacher part of the Program:

18.3.1.7.1. By June 1 of each fiscal year the Panel will develop a Program budget for the succeeding year, which will include:

(1) The estimated expenditures, involving:

i. Projected number of Participating Teachers

ii. Projected number of FTE Consulting Teachers needed to service the projected need

iii. Released time for Panel and Consulting teachers

iv. Pay for Panel is one thousand and five hundred (\$1500) dollars annually,

v. Projected costs for training, administrative overhead, and necessary legal and consulting assistance

vi. Projected costs for assistance of participating teachers

vii. Available funds for the Peer Enrichment Program (PEP), including the per teacher allocation and the budget for each school site and qualified program in PEP.

18.3.1.7.2. By June 1, the Program and proposed budget will be approved by the Panel. Should the Panel fail to reach consensus (i.e., majority vote is not sufficient) on these matters, it shall refer the matter to the Association and the District to work together for resolution.

18.3.1.8. The Joint Panel shall attend the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.

Section 18.4. CONSULTING TEACHERS

18.4.1. Minimum qualifications for Consulting Teachers:

18.4.1.1. A credentialed classroom teacher with permanent status and a minimum of five (5) years of classroom teaching experience and any three (3) of the last five (5) years in the classroom;

18.4.1.2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and support of District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts;

18.4.1.3. Demonstrated ability to work cooperatively and effectively with other teachers and administrators, and demonstrated effective leadership skills;

18.4.1.4. Certified by San Diego State University through the Peer Coach/Staff Developer certification process.

18.4.2. Selection Process: The selection process for the Consulting Teachers shall be determined by the Panel and shall include provisions for observation of Consulting Teachers by the Panel. The process may include, but shall not be limited to, components such as application forms, required letters of reference from former colleagues (teachers and administrators), and interviews with the Panel. The Panel shall publicize in writing the specifics of the application procedure.

18.4.3 Training: Consulting Teachers shall attend training specified by the Joint Panel. The training will be the California Teacher Association Consulting Teacher and Panel Member Training or an equivalent training selected by the Panel.

18.4.4. Assignment of Consulting Teachers: The Joint Panel will assign Consulting Teachers. Within the first twelve (12) weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The participating teacher shall be allowed only one (1) change per year.

18.4.5 Term of Consulting Teachers: A Consulting Teacher's term will be three (3) years. After completing service a Consulting Teacher will have the right to return to his/her previous site assignment or to an available vacant position for which qualified.

18.4.6. A Consulting Teacher shall not leave this assignment for another assignment in this District during the period in which they are providing assistance to a Participating Teacher except during the first twelve (12) weeks of the school year.

18.4.7. Consulting Teacher caseload shall not exceed a maximum of six (6).

18.4.8. Consulting Teacher positions equal 1.0 FTE but can be filled by two (2) teachers on a job share.

- 18.4.9. Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include but not be limited to the following activities:
- 18.4.9.1. Providing consultative assistance to improve in the specific areas targeted by the evaluating Principals;
 - 18.4.9.2. Meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
 - 18.4.9.3. Observing the Participating Teacher during classroom instruction and providing recommendations and feedback in a timely manner;
 - 18.4.9.4. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers teaching;
 - 18.4.9.5. Attending specific training in specified teaching techniques or designated subject matter; demonstrating good practices to the Participating Teacher; and
 - 18.4.9.6. Maintaining appropriate records for each Participating Teacher's activities and progress.
- 18.4.10. The professional responsibilities of every Consulting Teacher shall be to retain all materials generated regarding performance of their duties for at least four (4) years following issuance of the final report described herein. These materials are not subject to disclosure except as may be required by law. If for any reason a Consulting Teacher is unable to retain records as required herein, or if he/she moves out of the area such that obtaining such records, if legally required, would be difficult, the Association shall assume the responsibilities described herein.

Section 18.5. PARTICIPATING TEACHERS

- 18.5.1. A Participating Teacher as defined in this Article must participate in the Program and receive assistance from and review by Consulting Teachers as set forth below.
- 18.5.2. The Consulting Teacher's assistance and review shall focus on the specific areas rated as less than effective by the Participating Teacher's evaluator in the remediation plan which is developed after the Participating Teacher receives the unsatisfactory rating as defined in this Article.
- 18.5.3. The recommendations of improvement contained in the remediation plan shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as performance goals required by Education Code Section 44664(a) and 44500(b)(2).
- 18.5.4. The Principal and the Consulting Teacher assigned shall meet and discuss the recommended areas of improvement outlined by the Principal in the remediation plan and the types of assistance that may be provided by the Consulting Teacher.

- 18.5.5. The Consulting Teacher and the evaluating principal are expected to establish a cooperative relationship and coordinate and align the assistance provided to the Participating Teacher.
- 18.5.6. The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide assistance as set forth in this Article, which shall include multiple observations of the Participating Teacher by the Consulting Teacher.
- 18.5.7. Before April 1 of each year, the Consulting Teacher shall complete a written report regarding the Participating Teacher's participation in the Program consisting solely of: (1) a summary of the areas targeted for improvement (2) a description of the assistance provided to the Participating Teacher; and (3) sufficient information to enable the Joint Panel to make its recommendations to the Governing Board. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.
- 18.5.8. The above report shall be included as part of the Participating Teacher's annual evaluation.
- 18.5.9. The evaluating principal shall have the discretion as to whether and how to use the report in the annual evaluation.
- 18.5.10. The Participating Teacher shall have the discretion as to whether and how to use the report in a response to the annual evaluation.
- 18.5.11. At the conclusion of the year of assistance and review, the Joint Panel shall report to the Participating Teacher, the principal, and the Board of Education of the School District that:
- 18.5.11.1. Either the Participating Teacher is now effective, or
- 18.5.11.2. The Joint Panel and Consulting Teacher do not consider that further assistance and review will be successful. This report shall include reasons in support of this conclusion. If this recommendation is made, the Participating Teacher's name shall be forwarded to the Governing Board pursuant to Section 18.3.1.5.1.
- 18.5.11.3. Notwithstanding paragraphs 18.5.11.1 and 18.5.11.2 above, and while the term of this assistance shall normally be for one (1) school year, the intervention may be extended to a second year if the Joint Panel believes progress is being made although the Participating Teacher may have not returned to the effective level of performance.

Section 18.6. PEER ENRICHMENT PROGRAM

- 18.6.1. Purpose: The Peer Enrichment Program (PEP) constitutes the voluntary component of the California Peer Assistance and Review Program as required by Education Code section 44500 (b)(1). The intent of this program is to provide broad-based enrichment opportunities that encompass any area of classroom teacher need. A multitude of such opportunities will be provided through this program and implemented at the site.

- 18.6.2. Access to Enrichment Opportunities: This program is designed to provide enrichment to all classroom teachers desiring assistance in improving their practice..
- 18.6.2.1. Teachers in remediation or special evaluation but not in the mandatory assistance and review program who choose to disclose that fact to the site Peer Enrichment Committee (hereafter "Committee") shall be given priority for enrichment services.
- 18.6.2.2. Teachers wishing to access enrichment may do so through their site's Committee.

- 18.6.3. Program Funding: Each year, following the allocation of revenues necessary to operate the Participating Teacher component of the Peer Review and Enrichment Program as set forth in this Article, revenue received pursuant to the Peer Review and Enrichment Program (PREP) will be allocated and distributed to the sites and qualified programs on a per classroom teacher basis for the PEP. Expenditures of these funds will be governed by the process set forth below.
- 18.6.3.1. As used in this article, any reference to the governance team refers to the principal (or designee) and SDEA bargaining unit members of the team.
- 18.6.3.2. The Committee shall be composed of the principal/designee, the site Association Representative (“AR”), and one classroom teacher from the governance team who has been elected by secret ballot of the unit members on the team.
- 18.6.3.3. The District and SDEA will jointly plan and present training for the principal and the AR of each governance team for the purpose of fostering a mutual understanding of the PREP as determined by the PREP Joint Panel after review and evaluation of previous training.
- 18.6.3.4. Qualified programs are those that include classroom teachers, e.g, Life Skills.
- 18.6.4. Procedures for Implementation of Site Enrichment Opportunities: The site-level determination of how PEP funds will be spent, what enrichment opportunities will be offered, and whether individual requests for enrichment opportunities are granted shall be according to the following procedures.
- 18.6.4.1. PEP funds are to be used primarily for individual enrichment activities provided on a one-on-one basis, unless there is a site decision to provide another type of opportunity.
- 18.6.4.2. The governance team will meet with the faculty annually to explain the program and collect input in order to determine the site direction of individual enrichment opportunities for classroom teachers.
- 18.6.4.3. The faculty input will be forwarded to the Committee, whose role will be to:
- 18.6.4.3.1. Implement the site direction for enrichment opportunities.
- 18.6.4.3.2. Establish procedures to access enrichment opportunities.
- 18.6.4.3.3. Review and approve requests for enrichment, including costs.
- 18.6.4.3.4. Monitor the site’s enrichment funds.
- 18.6.4.3.5. Serve as a liaison to the governance team and the PREP Joint Panel.
- 18.6.4.3.6. Ensure the confidentiality of requests and participation in the enrichment program.

18.6.4.4. Guidelines for the Peer Enrichment Committee:

18.6.4.4.1. The Peer Enrichment funds are to be used for site-determined enrichment opportunities.

18.6.4.4.2. Compensation may be approved by the Committee for hours spent providing enrichment activities and preparation time spent to plan such activities. Such compensation will be at the Additional Hourly Classroom Assignment Rate (Appendix A, 7.013 -- this reference is specifically to the per hour rate of pay only, and not to the subtext). This rate of compensation will be adjusted consistently with salary increases.

18.6.4.4.3. Compensation for enrichment activities as set forth in the preceding section shall be provided only for time expended beyond the six (6) hour and thirty-five (35) minute workday (Section 8.5.1).

18.6.4.4.4. PEP funds are to be expended only for enrichment and professional development activities. While there is no comprehensive list of appropriate uses, and the determination of appropriate use is left to the Committee as set forth herein, the following are examples of how funds may be spent:

18.6.4.4.4.1. Release time for intra or inter site classroom visitations or to attend conferences. Release time may be purchased in half or full day increments.

18.6.4.4.4.2. Conference registration fees.

18.6.4.4.5. While there is no comprehensive list of inappropriate uses, and the determination of inappropriate use is left to the Committee as set forth herein, the following are examples of how funds may not be spent:

18.6.4.4.5.1. Hotel

18.6.4.4.5.2. Airfare

18.6.4.4.5.3. Car rental

18.6.4.4.5.4. Meals (unless cost is part of the registration fee)

18.6.4.4.5.5. Unspent PEP funds will be carried over and remain in the site PEP budget to be spent in subsequent year(s) pursuant to the procedures set forth herein.

18.6.5. Procedures For The Selection Of Cadre Or Classroom Peers

18.6.5.1. A Cadre is a group of unit members recognized for their expertise and willingness to provide enrichment opportunities to teachers at all sites.

18.6.5.2. Classroom teachers seeking enrichment may select peers from any site or from the cadre list.

18.6.5.3. To qualify for the Cadre or to serve as a classroom peer providing enrichment assistance, a unit member must be a permanent employee whose last two (2) evaluations are effective in all areas.

18.6.5.4. The selection process for the Cadre and advertisement of the list of Cadre members shall be determined by the PREP Joint Panel.

18.6.6. Appeal of Committee Decisions On Requests For Assistance;
Confidentiality

18.6.6.1. Individuals who wish to appeal the decision(s) of the Committee denying an individual's request for enrichment, may appeal to the site governance team. If an appeal remains unresolved, the final resolution will be made by the PREP Joint Panel, whose decision shall be final.

18.6.6.2. Enrichment opportunities and resulting interactions/documents are strictly confidential, unless disclosure/release is authorized in writing by the unit member.

18.6.6.3. The Peer Enrichment Program is completely separate from the evaluation process and/or the Peer Assistance and Review process for Participating Teachers as set forth in this article. In no event shall any information developed through the PEP be used in an evaluation or placed in a unit member's personnel file except as provided in sections 18.6.6.2. and 18.6.6.4. herein.

18.6.6.4. Unit members may request in writing that information developed through the PEP be utilized in their evaluation and/or placed in their personnel file.

Section 18.7. OTHER PROVISIONS

18.7.1 Program Funding

18.7.1.1. Expenditures for this program shall be fully funded by revenues made available through passage of AB1X (1999, Villaraigosa) or successor legislation. The District will make every effort to minimize the actual administrative costs associated with this program.

18.7.1.2. If the level of state funding for the currently existing PAR Program (AB 1X) is increased (i.e., pursuant to a cost of living adjustment [COLA]), such increased funds will automatically be allocated and utilized pursuant to this Article. However, if additional funds are allocated by the state pursuant to a modification of the law, the parties will meet and negotiate according to the provisions of such new law over the utilization of such additional funds.

18.7.2. Board/District Reservation of Rights

18.7.2.1. Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment certificated employees.

18.7.2.2. Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-retention of certificated employees.

18.7.2.3. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

18.7.3. Right of Representation: A Participating Teacher shall have the right to be represented by SDEA in any open meetings of the Panel concerning the Participating Teacher and shall be given reasonable opportunity to present his/her point of view concerning any report being made.

18.7.4. Panel Decisions Not Grievable: A Participating Teacher shall not have access to the grievance process to challenge the contents of reports or decisions of the Panel, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program. Although violations of confidentiality are not grievable, they may be addressed through other legal recourse.

18.7.5. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, members and Consulting Teachers may disclose such information only as necessary to administer this article and comply with law. Violations of confidentiality shall be addressed through legal recourse other than the contractual grievance process.

18.7.6. Participation in PAR is Nonmanagement: Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions as defined in the EERA (i.e., Government Code section 3540.1, subdivisions (g) and (m)).

18.7.7. Immunity From Liability: The District shall indemnify and hold harmless the members of the PAR Panel and the Consulting Teachers from any liability arising out of their Participation in this program as provided in Education Code section 44503, subdivision (c).

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.

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.
- 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) unit members who share one (1) assignment.

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

Section 21.2: APPROVAL PROCESS

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

21.2.1.1. Permanent status with the District.

21.2.1.2. Appropriate credentials for the proposed assignment.

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

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

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

Section 21.3: COMPENSATION AND FRINGE BENEFITS

- 21.3.1. Job sharing unit members, including those job sharing unit members paired with a reduced workload unit member, shall be entitled to all appropriate provisions in the Agreement in the same proportion that their assignment bears to a full year's assignment.
- 21.3.2. Job sharing unit members shall be entitled to accumulate days of service from year to year, up to the equivalent of a minimum of one hundred and thirty-six (136) days over a two (2) year period for service credit purposes.
- 21.3.3. The health and welfare benefits available to each job sharing unit member are determined by the actual time worked, but shall not exceed the cost of the equivalent of one (1) position's entitlement to health and welfare benefits.

Section 21.4: JOB SHARING RESPONSIBILITIES

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

Section 21.6: JOB SHARING LIST

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

Section 21.7 JOB SHARING PAIRING

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

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.

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. All principals and vice principals will be trained as professional growth advisors.

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.

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: PROFESSIONAL GROWTH JOINT PLANNING

The District and the Association will collaborate to plan, develop and implement the following:

- 22.8.1. Standardized objectives to meet the 150 professional growth hours.
- 22.8.2. Standardized training for clear credentialed unit members to meet the criteria for the ten domains.
- 22.8.3. Develop partnerships with local colleges and universities to provide courses to meet the ten domains.
- 22.8.4. Plan and implement Discover courses to meet the ten domains.
- 22.8.5. Provide cluster-wide offerings and support when and wherever possible.

Section 22.9: 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. The District shall not assign more than two (2) ESL levels to a secondary ESL class, except in cases of 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. (reference Appendix A, 7.011)

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 non-classroom hourly rate of pay. The site administrator and the bilingual unit member(s) on site shall establish an annual understanding that any or all of the following services provided by the unit members unrelated to their assignment(s) shall be compensated as set forth herein: translation of parent letters, school site materials, newsletters, and materials with a school focus beyond the individual classroom; and interpretation at parent conferences for administrators and support personnel, other meetings with monolingual staff (i.e., IEP's, 504's, SST), and school wide activities (i.e., assemblies, parent meetings) 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 ELL 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: 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.

Section 23.6: BILINGUAL CERTIFICATION

Unit members initially employed as interns or with emergency credentials and trained by the District to obtain bilingual certification shall be required to remain in a bilingual assignment for a minimum of three (3) school years following certification.

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.
- 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 14.3.1.1.d.
- 24.3.3.4. Within budgetary constraints, flex teachers will be provided with appropriate workspace, 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.

Section 24.5: APPLICATION OF EDUCATION CODE 44908

A probationary unit member in a year-round school assignment who serves at least seventy-five (75) percent of that school year (September to August) shall be entitled to credit for one year of probationary status.

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. Contract waivers must be submitted on or before the 15th of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.
- 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. Contract waivers must be submitted to the Association on or before the 15th of April prior to the school year the waiver is to take effect. Approved contract waivers must be renewed on an annual basis.

Section 25.4: SHARED DECISIONMAKING

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

- 25.4.1. Unless otherwise restricted by law, district policy or procedure, contracts, or agreements with other employee groups, the scope of authority of a governance team shall include improvement of the instructional program as its main focus and shall be set forth in the site governance document.
- 25.4.2. Each school site shall have a written governance document which includes provisions which define the makeup of the governance team, the scope of authority, the decisionmaking process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 25.4.3. 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.
- 25.4.4. The governance team, when appropriate and except as limited by Article 8, may use staff development days, modified days, and other non-student attendance time to conduct reform activities. Site budgets, when not restricted by categorical restraints, may be used to support governance team activities.
- 25.4.5. The association representative or designee shall be a voting member of the Site Governance Team, unless waived by a secret ballot vote of two-thirds (2/3) of the unit members at a site.

- 25.4.6. The Contract Administration Committee will facilitate the development and implementation of training for governance team members.

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.
- 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 pilot schools or K-12 clusters of schools for the purpose of enhancing student achievement. Pilot schools shall be selected through a Request for Proposal (RFP) process to be developed by the Contract Administration Committee in accordance with the following criteria:

- 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 SDEA 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 SDEA contract and district policies and procedures established in compliance with such laws. Pilot schools shall also remain subject to the District's Employment Regulations For The Classified Service and the provisions of existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.
- 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.

Section 25.7: STANDARDS, CURRICULUM, STAFF DEVELOPMENT, AND STUDENT ASSESSMENT

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

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 Article 7.

26.2.4. Negotiate the District's Master Calendar as established in Section 8.2.2.

26.2.5. Receive and act upon requests from unit members whose application for donated sick leave has been denied as specified in Section 10.23.

26.2.6. Review Site Security Plan Criteria as set forth in Sections 11.6.2.

26.2.7. Problems relating to implementation of dress codes (if any) as set forth in Section 11.12.

26.2.8. Determine mutually-agreed purpose for any funding available on June 30, each year, as a result of Section 11.13.2.4.

- 26.2.9. Receive the report(s) regarding the Transfer Monitoring process established in Section 12.2.12.
- 26.2.10. 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 13.4.5.
- 26.2.11. Discuss and attempt to reach agreement on the intent and implementation of the complaint procedure established in Section 14.12.
- 26.2.12. Negotiate impacts and effects of layoff as established in Section 19.2.2.
- 26.2.13. Receive and act upon any proposed contract waivers as established in Section 25.3.
- 26.2.14. 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., implementation of pilot schools as established in Section 25.6., and facilitate the development and implementation of governance team training as established in Section 25.4.
- 26.2.15. Develop a collaborative approach to achieve the alignment of standards, curriculum, staff development, and student assessment as provided for in Section 25.7.
- 26.2.16. Receive and act upon the report of the Intern Coordination Committee as established in Section 27.7.
- 26.2.17. Receive and act upon recommendations from the Special Education Caseload Committee as provided for in Section 30.6.
- 26.2.18. Discuss and attempt to reach mutual agreement requiring the District to provide supplies and materials necessary to implement district-adopted curriculum.
- 26.2.19. Receive and act upon recommendations from the joint task force on passing time.
- 26.2.20. Schedule staff development make-up days outside of the instructional year, per Article 8.4.

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, Executive Committee and Association Board of Directors.

ARTICLE 27. INTERN PROGRAM

Section 27.1: INTERN ASSIGNMENTS

The District may employ new interns annually in such numbers as needed in critical staffing areas, provided that the interns do not supplant regular unit members. The Intern Coordinating Committee will monitor as necessary.

Section 27.2: INTERN PROGRAM INFORMATION

The Human Resource Services Division will annually distribute information regarding the District's intern programs.

Section 27.3: INTERN SUPPORT

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

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

When a intern support provider has been released full time to supervise interns, such an assignment shall be on a rotational basis for three (3) full school years. Staffing of intern support provider 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 intern support provider assigned to work with them.

Section 27.4: INTERN EMPLOYMENT

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

Section 27.5: 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:

- 27.5.1. At traditional calendar sites, interns may be offered positions in August following the placement of all credentialed and contracted unit members, except positions appearing on the July post which receive no bids may be filled by interns. In year-round schools with a July through June academic calendar, 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.

- 27.5.2. 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 Multiple Subject/BCLAD Teaching Fellowship interns will be posted at the end of the second school year. Second year Multiple Subject/BCLAD Teaching Fellowship interns are eligible to apply to continue in that position.

Section 27.6: 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 27.7: 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:

- 27.7.1. To provide linkages between the various intern programs.
- 27.7.2. To review and coordinate the support provided to interns in the various programs.
- 27.7.3. To review the intern programs and make recommendations to the CAC regarding expansion, continuation and/or modifications to the programs.
- 27.7.4. The joint Intern Coordination Committee will work collaboratively with universities to develop procedures relating to assignment, evaluation and termination of interns.
- 27.7.5. New intern programs proposed by the District will be reviewed in collaboration with the joint Intern Coordination Committee.
- 27.7.6. To monitor the number of interns employed by the District.

Section 27.8 INTERN ACCESS TO POST AND BID

Interns who successfully complete their specific intern program may participate in post and bid pursuant to Section 12.6 of this Agreement.

ARTICLE 28. NON-DISCRIMINATION

Section 28.1: NON-DISCRIMINATION

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: EARLY CHILDHOOD EDUCATION JOINT COMMITTEE

Realizing staff development is important for all unit members and anticipating changes in the state budget, it is recommended that a joint committee be formed to make recommendations to the Contract Administration Committee (CAC) on staff development issues in regard to Early Childhood Education Program unit members.

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. Dental Benefits Plan Audit Committee established in Section 9.7.1.
- 29.2.5. Inclement Weather Task Force established in Section 11.4.
- 29.2.6. Transfer and Monitoring Committee established in Section 12.2.11
- 29.2.7. Mentor Steering Committee established in Section 18.10.
- 29.2.8. Professional Growth Panel as established in Section 22.5.
- 29.2.9. Standards, Curriculum, Staff Development, and Student Assessment Committee established in Section 25.7.
- 29.2.10. Intern Coordination Committee established in Section 27.7.
- 29.2.11. Special Education Caseload Committee established in Section 30.2.
- 29.2.12. Visiting Teacher Committee established in Section 33.7.
- 29.2.13. Certificated Salary Evaluating Committee established in Appendix A - Salary Rules 5.00

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. Nonsevere Special Day Class (NS/SDC) 18
- 30.1.2. Speech Language Intervene (SLI) 15

- 30.1.3. Emotionally Disabled (ED) 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;
- 30.1.8. LSH Special Education Early Childhood Pre-School (SEEC) 40

Other special education positions such as psychologists, teachers of adaptive physical education and teachers of physically handicapped students, will be monitored by the Committee set forth in Section 30.2. 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 referenced in this Article, will be monitored by a joint committee of District and Association representatives 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 this Article, 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. Increased prevention at the site.
- 30.3.4. Readjustment of aide time.
- 30.3.5. Evaluation of student placement.
- 30.3.6. Reassignment of students to other classes or other schools.
- 30.3.7. Application for waivers as appropriate.

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 Visually Handicapped (VH), Physically Handicapped (PH), and Deaf and Hard of Hearing (DHH) shall consider the number of direct service hours per month, number of consultation hours per month, number of indirect hours per month (professional, parent, other agency contacts, recordkeeping, training paraprofessionals) and travel time.

Section 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 Caseload Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.

Section 30.7: IMPACT OF SPECIAL EDUCATION POPULATIONS ON GENERAL EDUCATION CLASSROOMS

- 30.7.1. 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.
- 30.7.2. The District and the Association support successful placement of special education students in general education classrooms and recognize the impact on the workload of classroom teachers. The principal should assign students in such a way as to minimize the impact and equalize student load.
- 30.7.3. The District and the Association will work together to plan appropriate in-service opportunities for general education unit members assigned to work with special education students.

Section 30.8: ADEQUATE SPACE

It is important that all unit members who teach in the Resource Specialist Program (RSP), or in Integrated Life Skills (ILS), Deaf and Hard of Hearing (DHH), or Learning Handicapped (LH) day classes have adequate and appropriate classroom space. The District is strongly encouraged to provide such unit members with adequate classroom or workspace and all appropriate equipment. The District should work with sites which have limited space availability to explore the possibility of locating an alternative facility on site.

Section 30.9: ITINERANT STAFFING

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

	Program	FTE's
30.9.1.	Full Inclusion	12.0
30.9.2.	Adaptive Physical Education	32.5
30.9.3.	Visually Impaired	11.5
30.9.4.	Physically Handicapped	8.0
30.9.5.	School Psychologists	65.0

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's charter approval procedures shall solicit 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.
- 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 excessed 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/intersession 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

In accordance with Education Code Sections 44922 and 22724 and this Article, eligible unit members shall be granted the right to reduce their workload to no less than half-time upon request. A reduced workload participant shall receive the same credit toward retirement under the State Teachers Retirement System (STRS) that he/she would have received if employed on a full-time basis. A unit member who enters this program may continue to participate for a maximum of ten (10) school years at which time the unit member shall be required to resign.

Section 32.1: MAXIMUM PARTICIPATION

In accordance with state law, the number of unit members participating in this program is unlimited.

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 District and the Association.

Section 32.3: OPTION TO PARTICIPATE

The option to participate in the reduced workload program shall be exercised only upon the request of the unit member 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 an equal amount of time in both semesters of a school year. The amount of time is dependent upon the percentage of the unit member's reduced workload assignment. This time may be served in full or partial day increments.
- 32.4.2. All other unit members participating in the Reduced Workload Program will be required to be on duty an amount of time not less than the percentage of the unit member's reduced workload assignment.
- 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, shall not apply to unit members participating in the Reduced Workload Program. Reduced Workload Unit members may participate in the post and bid and transfer process by mutual agreement between the Association and the District.
- 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 4.021).
- 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 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. Two unit members applying to enter into the reduced workload program may file a joint application to share one assignment. A unit member applying to enter into the reduced workload program may also request to share an assignment with an identified job share participant in the Job-Share Program outlined in Article 21.

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.

Section 32.7 REDUCED WORKLOAD PAIRING TO JOB SHARE

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

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

- 33.2.1. The salary rates for both short-term and long-term visiting teacher assignments shall be set forth in Appendix D and shall be increased by the same percentage as applied to the regular teacher salary schedule.
- 33.2.2. A long-term visiting teacher in an assignment at a year-round school which continues after June 30 will be compensated at the long-term rate of pay through the end of the assignment.
- 33.2.3. A visiting teacher serving at sixth grade camp for the entire week will be compensated at a special daily rate of pay equal to twenty percent (20%) higher than his/her applicable daily rate of pay.
- 33.2.4. A long-term visiting teacher who is requested to return to the same assignment after an absence of five (5) workdays or less shall continue to be compensated at the long-term visiting teacher rate of pay providing the absence was due to one of the following reasons: observance of up to three (3) days per school year for a religious holiday of the visiting teacher's faith, personal illness or injury, serious illness or death of an immediate family member as defined in Section 10.17 of this Agreement, accident, birth or adoption of a child, appearance in court as a litigant or a witness, or unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) which precludes the visiting teacher from reporting to duty.
- 33.2.5. Long-term visiting teachers shall ordinarily work during staff development days as part of their assignment. In the event the content planned for a staff development day is inapplicable to the visiting teacher's assignment (for example, the staff development day is dedicated to planning for the following school year's instructional program and

the visiting teacher's services are not expected to continue), the visiting teacher may be excused from attendance; however, the visiting teacher shall continue to be compensated at the long-term rate of pay upon resumption of duties following the staff development day.

Section 33.3: HOURS

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

Section 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.

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:

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

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

33.5.6.1.3 Instructional techniques and strategies.

33.5.6.1.4 Adherence to curricular objectives.

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

33.5.6.1.6 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:

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

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

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

33.6.2.4 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. An alternate abbreviated form shall be developed by the Parties to be used for principal-initiated feedback.

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.

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

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 fifteen (15) school calendar days, and if reasonably possible, a conference shall be held by the evaluator with

the visiting teacher within the same period of time to apprise the visiting teacher of the performance deficiency.

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 chief human resources officer, 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.

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, leave replacement unit members and visiting teachers, except those officially retired under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), shall be provided the opportunity to interview, along with all other qualified candidates, based upon the following:

33.6.1.1. Appropriate credential

33.6.1.2. Effective performance evaluations

33.6.1.3. Satisfaction of district affirmative action goals and objectives

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

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

Section 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. Meet and make recommendations for changes in the SAMS computer system for visiting teachers, including how the system can be effectively integrated with site/departmental payroll authorization.

33.7.4. Address other issues as needed and appropriate.

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>
30	1
60	2
90	3
120	4

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

Section 33.9: APPLICATION OF CONTRACT PROVISIONS

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

Article 3	Definitions, Sections 3.1.5., 3.1.15., 3.1.16., and 3.1.17.
Article 8	Hours, Section 8.1.
Article 10	Leaves of Absence
Article 12	Transfer Policies
Article 14	Evaluation - Sections 14.2., 14.3., 14.4., 14.5., 14.6., 14.7., 14.8., 14.9
Article 16	Organizational Security, Sections 16.3., 16.4., 16.5., and 16.6.
Article 17	Summer School, Sections 17.1., 17.3., 17.5., and 17.6.
Article 18	Peer Review and Enrichment Program (PREP)
Article 19	Layoff and Reemployment
Article 21	Job Sharing
Article 24	Year-round Schools, Sections 24.2. and 24.4.
Article 27	Intern Program, except Section 27.7.

ARTICLE 34: LETTERS OF REPRIMAND AND SUSPENSIONS

Section 34.1: PURPOSE

The intent of this Article is to establish a process for progressive actions which may lead to a letter of reprimand, or to a suspension to which this Article applies.

Section 34.2: LETTERS OF REPRIMAND

34.2.1. The steps set forth below will be followed with respect to unit members whose performance or conduct warrants action by his/her supervisor. Reasons for a letter of reprimand include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the governing board of the school district.

34.2.1.1. Verbal warning (Oral only, not provided in writing.)

34.2.1.2. Written warning (Maintained in unit member's site or program personnel file)

34.2.1.3. Letter of Reprimand (Maintained in unit member's district personnel file)

The supervisor shall have the discretion to determine the number of verbal and written warnings prior to issuing a written reprimand.

- 34.2.2. In cases of egregious conduct, the supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.
- 34.2.3. If a unit member wishes to contest the issuance of a letter of reprimand, he/she may request review of the matter by the superintendent's designee. The request for review must be made in writing to the superintendent's designee within ten (10) workdays following either personal service or service by mail of the letter of reprimand.
- 34.2.4. Within ten days of receipt of the appeal, the superintendent's designee will meet with the unit member to discuss the reprimand and will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) workdays following the meeting.
- 34.2.5. The Association, on behalf of the unit member, shall have the right to request a hearing to review the decision of the superintendent's designee. The request shall be made in writing to the superintendent's designee within ten (10) workdays following either personal service or service by mail of the decision. The Parties shall attempt to reach mutual agreement on a permanent list of hearing officers from which to select a hearing officer on a case-by-case basis. Failing agreement, the hearing officer shall be randomly selected from the panel of district Classified Employment Regulations hearing officers. Formal administrative hearing procedures shall not be required. The Parties shall have the right to present oral and documentary evidence. The hearing officer shall render a written decision either upholding or setting aside the letter of reprimand. The hearing officer's decision shall be final and binding. All hearing costs shall be borne equally by the District and the Association.

- 34.2.6. If at any stage of appeal the reprimand is found to be appropriate, the reprimand, and any rebuttal the unit member may wish to submit will be placed in the unit member's personnel file. The decision upholding the reprimand will be kept in the Human Resource Services Division separately from the unit member's personnel file. If the reprimand is found not to be appropriate, the reprimand, the decision and all documents generated under this appeal procedure will be kept in the Human Resources Services Division separately from the unit member's personnel file.

Section 34.3: SUSPENSIONS

- 34.3.1. The suspension procedures in this Section are adopted pursuant to Government Code Section 3543.2. These procedures exclusively govern unit member suspensions without pay up to fifteen (15) days. Nothing herein shall be construed to deny to the Board of Education rights prescribed by law.
- 34.3.2. Unit members may be suspended for any of the reasons set forth in the Education Code Section 44932. These reasons include, but are not limited to: unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the governing board of the school district.
- 34.3.3. Except in cases of egregious conduct by a unit member, before a unit member is recommended for suspension he/she shall have been apprised of his/her performance deficiencies by each of the following methods: one verbal warning, one written warning, and one letter of reprimand.
- 34.3.4. Unit members to be suspended shall be provided a written statement of the charges forming the basis for the suspension.
- 34.3.5. The Association, on behalf of the unit member, shall have the right to request a hearing to contest the suspension charges by filing a written request for hearing with the superintendent's designee within ten (10) workdays of personal service or service by mail of the suspension charges. The hearing shall be presided over by a mutually-agreed upon hearing officer. If a hearing officer is not agreed upon within ten (10) workdays following the hearing request, the hearing shall be presided over by a State Office of Administrative Hearings administrative law judge. The District shall make the request for the appointment of the administrative law judge. Documents to be submitted by either party at the hearing shall be exchanged at least five (5) workdays before the hearing date. During the hearing each party may present oral and documentary evidence and may call and cross-examine witnesses. The standard of proof shall be preponderance of the evidence. The unit member shall have the right to a transcript of the proceedings. All hearing costs shall be borne equally by the Association and District. Subject to the provisions of Section 34.3.6, the decision of the hearing officer shall be final and binding on the Association, the District and the unit member.
- 34.3.6. The suspension hearing decision may be reviewed by the Superior Court through a petition for writ of mandate under Code of Civil Procedure Section 1094.5. Any such petition must be filed within thirty (30) days after the issuance of the decision.

Section 34.4: EXCLUSIONS

- 34.4.1. This Article does not apply to or impose conditions for the dismissal of unit members or the non-reelection of probationary unit members. This Article also does not apply to the issuance of notices of unprofessional conduct or the issuance of notices of unsatisfactory performance relating to dismissals or relating to suspensions not covered by this Article. These matters shall be governed exclusively by the Education Code.
- 34.4.2. The provisions of this Article are not subject to the grievance procedure. Written reprimands or suspensions covered by this Article shall be exclusively adjudicated as set forth herein.

ARTICLE 35. PEER COACH STAFF DEVELOPER SELECTION PROCESS

- 35.1. The site-based staff development system has as its primary instruction arm a network of site-based peer coach/staff developers, whose primary responsibility will be to assist teacher/educators in the planning and implementation of site-based staff development programs and initiatives. Initially these efforts will focus on literacy.

While the system is site-based, its continued and successful operation is predicated upon a collaborative and integrated working relationship between the individual school site and San Diego City Schools, as represented by the Office of Instructional Support. The San Diego Education Association, principals, teachers and the Office of Instructional Support will engage in a continuous dialogue, and will resolve issues of implementation collaboratively as they arise.

- 35.2 With the knowledge of the weight of the importance of this endeavor, the District and the SDEA commit to the following:

- 35.2.1. Positions will be posted through the regular post and/or bid process.

- 35.2.2. Paper screen candidates for:

- 1. Credential (professional/clear)
 - 2. Permanent full-time contract teacher (San Diego)
 - 3. Three of the last five years in the classroom teaching environment
(mentor definition in Ed Code) preferred.
 - 4. Last two performance evaluation ratings effective in all categories (e.g., summer school).
 - 5. Completion of Peer Coach/Staff Developer Certification.

- 35.3. The District will hold a mandatory meeting of potential applicants to introduce the rigorous training programs and expectations of the Peer Coach/Staff Developer position.
- 35.4. Site Governance Teams (as per Shared Decision-Making document) must convene an interview panel (principal is automatically member of SGT) and must conduct an interview with the five most senior applicants, and may interview any other applicants from the site. Sites should use the knowledge and skill factors from the job announcement (duties and responsibilities) to guide their questions and decision making. In the case of sites sharing a peer coach, the Site Governance Teams must convene jointly to select a Peer Coach/Staff Developer.
- 35.5. The interview panel will receive names based on contract language. The names of any applicants who applied from the site will also be provided to the interview panel.

- 35.6. Applicants to submit to Site Governance Team (as per Shared Decision-making document):
- 35.6.1. Reference from site principal. If applicant has worked less than two years with current principal, then previous principal may be asked to submit a reference. The reference will only be viewed by the applicant and the interview panel, and will be held confidential.
 - 35.6.2. Applicants will have the option of submitting references from two of their peers. References used by interview panel and will be held confidential.
- 35.7. Site Governance Team selects (as per Shared Decision Making Document) Peer Coach/Staff Developer.
- 35.8. Candidates selected as Peer Coach/Staff Developers are required to have completed the Peer Coach/Staff Developer certification program as outlined below.
- 35.8.1. The certification program will be organized and directed by SDSU's College of-Education, and carried out by SDSU evaluators. The certification provider can be changed with mutual consent.
 - 35.8.2. The certification program will require candidates to demonstrate their teaching skills in an actual classroom setting, their coaching skills in a simulated setting, and their presentation skills in a staff development presentation. The program will also require candidates to convey in a personal interview their overall skill, knowledge, ability and personal qualities. Evaluators will utilize screening forms to identify and assess the particular characteristics in section 35.8. Criteria in the screening forms may be changed by mutual consent of the parties. Screening forms will be provided at the mandatory meeting of potential applicants.
 - 35.8.3. The certification will take place during the unit members regular contract
 - 35.8.4. Unit members will be provided counseling and feedback during certification regarding demonstrated ability to assume role as Peer Coach/Staff Developer.
 - 35.8.5. Upon successful completion of certification program. The unit members will be issued a certificate of completion by San Diego State University
 - 35.8.6. Unit members who do not successfully complete the certification program may elect to take up to two additional training's in an effort to earn the certificate of completion.
- 35.9. Peer Coach/Staff Developer will receive ongoing staff development training from the Office of Instructional Support.
- 35.10. Peer Coach/Staff Developer positions will be reviewed and renewed annually. If the Site Governance Team chooses not to renew the Peer Coach/Staff Developer, he/she must be notified no later than February 1, and will be granted priority consideration as

defined in 12.1.9 of this contract.

- 35.11. The site principal is the evaluator of the Peer Coach/Staff Developer. Sites sharing a peer coach, Staff Developer must convene jointly for the annual review.
- 35.12. Mutual agreement leading to the creation of the Peer Coach/Staff Developer position (see Appendix K) is implemented under Section 14.9 of the current contract. This agreement does not apply to Assembly Bill ABXI.
- 35.13. July 1, 1999, or after, this program will be implemented district wide.
- 35.14. The District and SDEA will jointly solve problems and issues relating to implementation as they arise. The District and SDEA will evaluate the effectiveness of the selection process and may revise aspects of the process by joint agreement if necessary.
- 35.15. An evaluation of the program will occur on a three- or four-year cycle. The evaluation will be conducted by an independent evaluator with a national reputation. The selection of the evaluator will be determined by the District in consultation with SDEA.

ARTICLE 36. EFFECT OF AGREEMENT

Section 36.1: 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 36.2: 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 36.3: 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 36.4: 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 36.5: DURATION CLAUSE

This Agreement is entered into on June 24, 2003. This Agreement shall become effective on July 1, 2003 and will remain in effect until June 30, 2006, except as follows:

1. Pursuant to reopener negotiations which may occur in 2004-2005 over Article 9 and/or 2005-2006 under Articles 7 and 9.
2. Pursuant to modifications agreed to through the Contract Administration Committee as set forth in Article 26.