

**This is not the official  
SDEA - SDUSD Collective Bargaining Agreement.**

**This is an unofficial version, which includes embedded  
Tentative Agreements, for SDEA unit members  
to work with until the official version is printed and  
distributed.**

**Salary schedules are not updated nor included  
in this document, but can be found on SDUSD's website.**

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION

SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

SAN DIEGO EDUCATION ASSOCIATION



July 1, 2020 through June 30, 2022




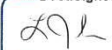
**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**and the**  
**SAN DIEGO EDUCATION ASSOCIATION**

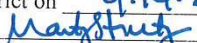
July 1, 2020 through June 30, 2022

The following Collective Negotiations Contract has been reached by designated representatives of the San Diego Unified School District and the San Diego Education Association, in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:


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Richard Barrera  
President, Board of Education  
San Diego Unified School District

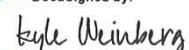
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Lamont A. Jackson, Ph.D.  
Interim Superintendent  
San Diego Unified School District


Approved in public meeting of the Board of  
Education of the San Diego Unified School  
District on 9.14.21  
  
Marty Stultz, Board Action Officer,  
Board of Education

Adopted by the Board of Education  
Date: September 14, 2021

FOR THE ASSOCIATION:

DocuSigned by:  
  
4019004E670B4FF...  
Kisha Borden  
President  
San Diego Education Association

DocuSigned by:  
  
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Kyle Weinberg  
Bargaining Chair  
San Diego Education Association

DocuSigned by:  
  
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Abdul Sayid  
Executive Director  
San Diego Education Association

Ratified by the Association  
Date: July 16, 2021

**Note: The page numbers are incorrect due to the nature of this document.**

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## **ARTICLE 1. AGREEMENT**

The articles and provisions contained herein and the appendices attached hereto constitute the bilateral and binding contract by and between the San Diego Unified School District (District) and the San Diego 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.
- 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.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**November 7, 2022**

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**ARTICLE 4. NEGOTIATION PROCEDURES**

**Section 4.1: TIMING OF NEGOTIATIONS**

Not later than the month of ~~June~~ ~~March~~ of the school year ~~April~~ prior to the expiration of the Agreement, the Association shall submit its proposal for a successor agreement to the District.

Not later than the month of ~~July~~ ~~April~~ of the school year ~~May~~ prior to the expiration of the Agreement, the District shall submit its initial proposals to the Association.

The Association and the District shall commence negotiations ~~between the fourth and~~ no later than the sixth week of the academic school year in which the agreement expires following the exchange of initial proposals unless an alternative is mutually agreed upon.

**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, ~~a~~ 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. A tentative agreement on any one item is subject to agreement on the entire package.

*A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.*

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.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* November 8, 2022  
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\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Acacia Thede* November 15, 2022  
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Acacia Thede Date  
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* November 8, 2022  
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Abdul Sayid Date  
Executive Director

DocuSigned by:  
*Kyle Weinberg* November 8, 2022  
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\_\_\_\_\_  
Kyle Weinberg Date  
President

*A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.*

## **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 (1) 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 decision making 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-Language Pathologists, Counselors, School Nurses, or School 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.



**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023**

**ARTICLE 7. WAGES**

**Section 7.1: SALARY RATES**

- 7.1.1. The salary schedules in effect July 1, 2020, shall remain for the 2020-2021 fiscal year. Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by ten percent (10%).
- 7.1.2. Effective July 1, 2021, all salary schedules and corresponding rates of pay shall be increased by four percent (4%). Effective July 1, 2023, all salary schedules and corresponding rates of pay shall be increased by five percent (5%).
- 7.1.3. The District and the Association shall reopen negotiations on this Article during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

**Section 7.2: RETROACTIVE COMPENSATION**

Retroactive compensation 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 applicable salary schedules, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.

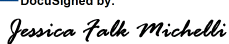
**Section 7.3: MILEAGE**


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

**Section 7.4: INDUCTION PROGRAM**

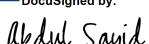
~~Effective July 1, 2018, u~~Unit members ~~in on~~ probationary or permanent contracts who meet the eligibility requirements of the District-approved California Teacher Induction Program (formerly BTSA) will not be required to make any financial contributions to participate.


**FOR THE DISTRICT:**

DocuSigned by:  
  
 May 26, 2023  
 \_\_\_\_\_  
 Date  
 Jessica Falk Michelli  
 Executive Director, Labor Relations

DocuSigned by:  
  
 May 26, 2023  
 \_\_\_\_\_  
 Date  
 Drew Rowlands  
 Chief Business Officer

**FOR SDEA:**

DocuSigned by:  
  
 May 26, 2023  
 \_\_\_\_\_  
 Date  
 Abdul Sayid  
 Executive Director

DocuSigned by:  
  
 May 26, 2023  
 \_\_\_\_\_  
 Date  
 Kyle Weinberg  
 President

*A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.*

**Tentative Agreement  
Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 18, 2023**

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**ARTICLE 8. HOURS OF EMPLOYMENT**

**Section 8.1: CONTRACT DUTY DAYS**

8.1.1. The basic ~~contract academic teaching~~ year shall consist of no more than one hundred and eighty-four (184) ~~teaching-instructional~~ and non-instructional days.

8.1.1.1. The basic contract work-year for School Psychologists and Senior School Psychologists shall consist of one hundred and ninety-one (191) workdays.

8.1.1.2. The basic contract year for School Nurses ~~Speech Language Pathologists and Senior Speech Language Pathologists~~ shall consist of one hundred ~~eighty-four (184)~~ eighty-six (186) workdays.

8.1.1.3. Extended work years are set forth in Appendices A, B, F, and G.

8.1.2. Effective in the 2023-2024 school year, and for the duration of the Educator Effectiveness Grant funding, unit members in their first year of employment with the District will be assigned one (1) additional non-instructional day, above the basic contract year, as defined in Section 8.1.1, for the purpose of engaging in new educator orientation activities. The Association shall be included in the planning of the new educator orientation activities.

8.1.3. Three of the non-instructional days prior to the start of the instructional year shall be used primarily for educator preparation, as well as site operational meetings and other site/department orientation activities. These days shall not be used for general staff development activities. The exception to this shall be any state or federally mandated training which must occur prior to the commencement of student instruction.

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

**Section 8.2: CALENDAR**

8.2.1. Calendar Committee: The District agrees to establish a joint calendar committee composed of an equal number of ~~d~~District representatives, ~~a~~Association representatives and other stakeholder

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representatives appointed by their respective groups. The size of this Committee shall be determined by mutual agreement of all Parties.

The purpose of this Committee shall be to develop a multi-year instructional master calendar which includes traditional and single-track year-round schedules, non-paid holidays and other non-paid days. This Committee shall present the calendar to the Board of Education 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 ~~the~~ District or site scheduled activities or staffing needs, and that it conforms to appropriate ~~the~~ District holidays.

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

8.3.1. With input from the Governance Team, 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.

8.3.2. Secondary school schedules shall provide one (1) modified day per week by no later than the start of the 2024-2025 school year. For the modified days, the schedule and content (inclusive of professional learning and/or PLC collaboration) shall be determined in accordance with Section 8.3.1.

8.3.2.1. Secondary school sites may complete the process under Section 8.13 through June 30, 2023 for the purposes of scheduling these modified days for implementation in the 2023-2024 school year.

**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.

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

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

**Section 8.5: WORKDAY AND WORKWEEK**

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

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

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

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

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

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

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

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8.5.3. The balance of the forty (40) hour workweek shall include as responsibilities: a reasonable number of meetings (see section 8.5.3.1 below), conferences, departmental activities, site planning, evaluation and instructional activities, open houses and staff development activities as determined by the principal.

8.5.3.1. The reasonable number of administrator required meetings in a given month shall not exceed one (1) departmental or grade level meeting, one (1) staff meeting, and one (1) committee meeting per unit member.

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. Unit Member Workload

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

8.5.7.1. Section 8.5.7. does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the ~~s~~Section is to promote cooperative engagement in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 24.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.7.

8.5.7.2. Any disagreement between the ~~p~~Parties regarding Section 8.5.7. shall be subject to discussion between the ~~p~~Parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. The Association shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or will be prohibited by Section 8.5.7. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of the Association bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.7, the District may raise the defense that the impact on workload was *de minimus* and therefore not a violation of Section 8.5.7.

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**Section 8.6: ELEMENTARY PREPARATION AND ENRICHMENT PROGRAM**

- 8.6.1. Elementary Preparation and Enrichment Program. Elementary school preparation time will be provided through the employment of enrichment teachers. Enrichment teachers will be assigned to school sites in accordance with the allocation formula found in Appendix M.
- 8.6.2. Elementary Preparation and Enrichment Committee. The Parties agree to continue the Elementary School Preparation and Enrichment 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-8.6.2.2.1.~~ To obtain suggestions from the elementary school sites relative to the use of the enrichment teachers, and to develop an annual schedule of the assignment of enrichment teachers to sites, and to monitor the implementation of the preparation and enrichment program, including the allocation of preparation and enrichment to each elementary school.
- ~~b-8.6.2.2.2.~~ To anticipate and develop recommended procedures to cover any unique employment conditions attendant to enrichment 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 decision making process, shall be submitted to the Preparation and Enrichment Committee by February 1, and shall be considered in accordance with the ~~the~~ District preparation time procedures. Affected enrichment teachers shall be afforded the opportunity to present their views and participate in the discussion prior to the final decision of the site governance team.

8.6.4. Implementation of Preparation Time

*The intent is to include an updated Appendix M that aligns with the proposed language in this Section.*

- 8.6.4.1. For the 2023-2024 school year, ~~the~~ release time per elementary school classroom teacher should be a minimum of forty-five (45) minutes to an hour per week for grades TK-3 and fifty-five (55) minutes to an hour per week for grades 4-6~~5~~ and sixth grade classes following an elementary model (See Appendix H for part-time certificated assignments). Additional preparation time should be given if possible, after receiving input from the site's Preparation Time and Enrichment Advisory Committee.

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8.6.4.2. Beginning in the 2023-2024 school year, the release time per elementary school classroom teacher shall be gradually increased (per Section 8.6.4.2.3 below) to a minimum of one hundred and eighty (180) minutes every two (2) weeks for grades TK-5 and sixth grade classes following an elementary model, as defined below. Part-time elementary school classroom teachers will receive preparation time proportional to their assignment. Additional preparation time should be given if possible, after receiving input from the site's Preparation Time and Enrichment Advisory Committee.

8.6.4.2.1. The release time per elementary school classroom teacher shall be a minimum of forty-five (45) minutes per week for grades TK-3 and sixty (60) minutes per week for grades 4-5 and sixth grade classes following an elementary model (See Appendix H for part-time certificated assignments). Additional preparation time should be given if possible, after receiving input from the site's Preparation Time and Enrichment Advisory Committee.

8.6.4.2.2. The preparation time will be increased to the amount of time specified in this section for each entire school site.

8.6.4.2.3. The sequence in which the additional preparation time is increased will be determined by the Title I ranking of schools. The allocation of additional preparation time will be implemented in a progressive manner, starting with the school that has the highest Title I percentage. Subsequently, the additional preparation time will be provided to the school with the next highest Title I percentage.

8.6.4.2.4. On a monthly basis, the District shall provide reports to the Board of Education, at an open public meeting, on the progress towards hiring the necessary preparation time staff to meet the requirements of this section.

8.6.4.3. Beginning in 2024-2025, all elementary school classroom teachers shall receive a minimum of one hundred and eighty (180) minutes of preparation provided by an enrichment teacher on a bi-weekly basis.

8.6.4.3.1. The release time per elementary school classroom teacher shall be a minimum of forty-five (45) minutes per week for grades TK-3 and sixty (60) minutes per week for grades 4-5 and sixth grade classes following an elementary model (See Appendix H for part-time certificated assignments). Additional preparation time should be given if possible, after receiving input from the site's Preparation Time and Enrichment Advisory Committee.

8.6.4.4. Preparation time shall be provided in blocks of no less than forty-five (45) minutes and in spaces other than the unit member's classroom, dependent on space availability and number of unit members at the school site.

8.6.4.2.3.5. All classroom teachers, grades UTK-6, special day class teachers, D/HH, PHI, and MPC 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

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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.

8.6.4.346. Visiting teachers shall be provided when enrichment teachers are absent.

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

8.6.5. Rights of Enrichment Teachers

8.6.5.1. ~~Normally, the~~ The enrichment teacher will provide preparation time to no more than twenty-three (23) teachers per week pursuant to Appendix M.

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

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

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

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

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

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

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

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- 8.6.6.3. The Parties acknowledge the ongoing time commitment to complete District-mandated assessments and other site-based assessments, including those that require manual scoring or manual data entry; curriculum development and implementation; SPED consultation; and, work associated with Common Core. In recognition, in addition to one-half (1/2) of the annual modified days being set aside for member preparation and planning as specified in Section 8.6.6.1., one half (1/2) of the remaining modified days (i.e. 25% of the annual total) will be designated for unit member-directed preparation time, unless, by a majority secret ballot vote of unit members, the school site chooses to use some of these days for collaborative planning, professional learning with colleagues, or other uses.
- 8.6.6.4. The site principal will, after consultation with classroom teachers, select the modified day(s) per month to be set aside for preparation time.
- 8.6.6.5. In elementary schools where alternative elementary preparation time exceeds time provided in this Section, the schools shall be exempt from the provisions of this Section, upon a two-thirds (2/3) secret ballot vote of the certificated staff.

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

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

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

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

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

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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: CLASS COVERAGE**

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

Emergency class coverage exceeding one (1) hour in one (1) academic year shall be compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment from site funds.

8.9.2. Emergency class coverage provided by non-classroom educators exceeding one (1) hour in one (1) academic year shall be compensated at the Additional Classroom Hourly Assignment rate from site funds.

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

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

The District and the Association agree that the number of different subject preparations directly affects the work hours of the secondary classroom teachers. As 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 (1) 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, with input from the site governance team.

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. The principal or designee shall develop supervision schedules with input from the affected educators. Supervision schedules at schools ~~should~~ shall address the following interests:

8.11.1. Adequate supervision to ensure safety of students.

8.11.2. Cost effectiveness.

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- 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 at non-independent study based schools and minimizing the total cumulative days per school year for CIS requests. It is recommended that schools use the shared decision-making process to determine how CIS will be handled at the site. Teachers are to have one week notice to prepare contracts unless it is a personal or family emergency.

Any state mandated CIS synchronous instruction, IEP services, and/or additional preparation approved by the administrator that occurs outside of regular work hours, shall be paid at the Additional Hourly Classroom Assignment rate.

**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 ~~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 counselors and school nurses the opportunity to attend appropriate ~~the~~ District-sponsored professional growth activities designed for them at least twice per year.
- 8.14.2. Site administrators who share the services of counselors and/or school nurses shall work together to facilitate the 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.

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

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

8.16.1. Notification

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The District will give as much reasonable advance notification as possible to unit members. The District shall provide at least a three (3)-work day notification for all moves. A three (3)-work day notification does not include the day of notification or the day of the move.

8.16.2. District Responsibility

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

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

8.16.3. Unit Member Responsibility

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

8.16.4. Compensation

8.16.4.1. One full day of release time shall be provided to unit members for each move. A unit member who does not receive a minimum three (3)-work day notice that the move has been cancelled shall receive the full day of release time. A move postponed for more than five (5) work days shall be considered an additional move.

8.16.4.2. A unit member who does not receive at least a three (3)-work day notice of a move shall receive an additional full day of release time.

8.16.4.3. A unit member may select one (1) day of visiting teacher pay in lieu of a full day of release time.

**Section 8.17: GRADE LEVEL AND SUBJECT ASSIGNMENT CHANGES**

8.17.1. Notification

Whenever possible, a unit member shall receive notification of a grade level and/or subject assignment change no later than two (2) weeks prior to the start of the new assignment. In the event of unforeseen circumstances where a two (2) week notice is not possible, the unit member will receive notice within twenty-four (24) hours from the time the administrator was made aware.

8.17.2. Site Support

When requested by the unit member, the site administrator will meet with the impacted unit member to develop a support plan. Examples of supports may include, but are not limited to, release time, professional development, additional preparation time, or relief from other duties.

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**Section 8.18: PRINCIPAL INITIATED CLASSROOM MOVES**

**8.18.1. Notification**

Whenever possible, a unit member shall receive notification of a classroom move no later than two (2) weeks prior to the start of the classroom move. In the event of unforeseen circumstances where a two (2) weeks’ notice is not possible, the unit member will receive notice within twenty-four (24) hours from the time the administrator was made aware.

**8.18.2. Site Support**

When requested by the unit member, the site administrator will meet with the impacted unit member to develop a support plan. Examples of supports may include, but are not limited to, release time, site support, or relief from other duties during the time of the move.

**Section 8.19: OFF CAMPUS INTEGRATED LEARNING EDUCATION (OCILE)**

In the event the District restores the Off Campus Integrated Learning Education (OCILE) program, including Camp Palomar, Old Town, and Balboa Park programs, the previously agreed upon language as set forth in this Article and Article 7.3. pursuant to the Collective Bargaining Agreement between the parties dated July 1, 2014 through June 30, 2017, shall apply. The OCILE program does not include any site that may individually decide to participate in an overnight experience.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

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*Drew Rowlands* May 19, 2023  
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Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

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*Abdul Sayid* May 19, 2023  
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Abdul Sayid Date  
Executive Director

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*Kyle Weinberg* May 19, 2023  
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Kyle Weinberg Date  
President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**March 6, 2023**

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**ARTICLE 9. HEALTH AND WELFARE BENEFITS**

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

- 9.0.1. For the term of the ~~a~~Agreement, the District shall continue to absorb the full cost of the benefit package.
- 9.0.2. The Parties acknowledge that during the term of the ~~a~~Agreement, they may need to implement required changes necessitated by enumerated state and federal law or implementing regulations (such as the Affordable Care Act), but such negotiations shall not constitute a reopener by either ~~p~~Party.

**Section 9.1: ELIGIBILITY**

- 9.1.1. Eligible unit members are those active monthly salaried unit members working one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on ~~d~~District-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to the District.
- 9.1.2. Exceptions:
- 9.1.2.1. The following conditions shall apply to all active monthly salaried unit members participating in the ~~d~~District job-sharing program:
- ~~a~~9.1.2.1.1. A unit member must pay for medical, dental, and/or vision coverage on a tenthly prorata basis, if coverage is desired.
- ~~b~~9.1.2.1.2. Life insurance benefits as described in Section 9.5. shall remain in effect for unit members participating in the job-sharing program.
- ~~e~~9.1.2.1.3. Job-share ~~employees-participants~~ 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.

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~~1)~~ 9.1.2.1.3.1. Such arrangements must be included in the job-share agreement and may not be modified during the term of the agreement.

~~2)~~ 9.1.2.1.3.2. 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.~~ 9.1.2.1.3. All other provisions of this Article shall remain in effect.

9.1.3. Eligible dependents are:

9.1.3.1. A unit member's legal spouse (including those individuals meeting the requirements of ~~this sSection 9.1.3.5.~~) who has not entered a final decree of divorce or an annulment or legal separation from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article, whether contracted through ~~San Diego County California~~ Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District.

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

For the purpose of this sSection, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. For opposite sex domestic

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partners, if both are under age sixty-two (62), a Declaration must be filed with the State. It also allows Declarations to be filed by opposite sex domestic partners where If one or both are over sixty-two (62) years old and, they must meet the eligibility requirements for old age benefits under the Social Security Act.

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

9.1.3.3. To be eligible for dental benefits, vision benefits, and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) must ~~be less than~~ not have attained their twenty-sixth (26th) years of age birthday. For a child for whom the unit member is named legal guardian by court order, the term of eligibility is pursuant to the court order.

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

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

9.1.4. Effective date and termination of coverage:

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

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commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members whose first day of paid service occurs after the 15<sup>th</sup> of the month will become eligible for benefits effective the first day of the second full month of employment.

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

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

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

9.1.4.3.1. Eligible temporary contract unit members whose last day of service runs through the last day of the school year shall have coverage continue through the end of August of the following school year when the work year begins between the 1<sup>st</sup> and the 15<sup>th</sup> of August, or through the end of September when the work year begins after the 15<sup>th</sup> of August, unless the District notifies the unit member of its predetermined intent to not reemploy the unit member in the following school year.

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

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

9.1.5. If a unit member does not enroll for coverage for self and eligible dependents under a ~~the~~ 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 annual open enrollment period ~~in November of each year~~.

## **Section 9.2: MEDICAL BENEFITS PLANS**

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- 9.2.1. It is mutually agreed between the Parties that medical benefits will be offered solely through the ~~San Diego County California~~ Schools Voluntary Employee Benefits Association (VEBA) throughout the life of this Agreement.
- 9.2.2. The District will provide three (3) medical benefit plan options under the VEBA program to eligible unit members and eligible dependents:
  - 9.2.2.1. Kaiser Foundation Health Plan with a \$10.00 office copay and a \$10.00 co-pay prescription drug benefit.
  - 9.2.2.2. United Healthcare HMO.
  - 9.2.2.3. United Healthcare PPO.
- 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 under the VEBA program to eligible unit members and eligible dependents:
  - 9.3.1.1. Delta Dental PPO.
  - 9.3.1.2. Western Dental Services.
  - 9.3.1.3. Delta Dental Deltacare USA.
- 9.3.2. The District shall pay the full cost of the dental plan option selected.
- 9.3.3. The Delta Dental PPO plan option in effect 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.
- 9.3.4. The Western Dental Services plan option in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.
- 9.3.5. The Delta Dental Deltacare USA plan option in effect 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.

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

**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 California~~ 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.~~

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.~~ 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 District-wide Health and Welfare ~~Benefits~~ Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work to maintain a quality benefit package. The Committee shall establish its own meeting schedule.

9.6.2. The Committee will review ~~the~~ 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

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advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the ~~November~~ open enrollment shall be made no later than ~~August 1~~ thirty (30) days prior to the start of open enrollment of the same calendar year. ~~The Committee shall have date can be extended to allow a minimum of up to thirty (30) calendar days from the date the Committee received all three (3) medical benefit premium amounts from the VEBA before its recommendations for any potential changes are due.~~

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

#### **Section 9.7: GENERAL**

- 9.7.1. When two (2) ~~D~~ District employees are spouses and are both eligible for a benefit plan based on their employment status with the District:
- 9.7.1.1. Under the dental and vision plans provided under this Agreement, each spouse can cover the other as a dependent provided they are both members of the plan. Dependent children may be covered as dependents under both parents.
- 9.7.1.2. Under the medical plans provided under this Agreement, each spouse can choose ~~his or her~~ their own medical benefits plan. Dependent children may be covered as dependents under one parent or the other.
- 9.7.2. Medical, dental, and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing.
- 9.7.3. A mutually agreed-upon claims processing company shall be selected to process claims under the self-funded dental plan of the District.
- 9.7.4. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 9.2. or the dental plans referred to in Section 9.3. may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 9.2. may elect to change plans only during the annual open enrollment period.

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- 9.7.5. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- 9.7.6. A spouse of a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of ~~his or her~~their 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:
- 9.7.6.1. The unit member or retiree must have been covering ~~his/her~~their qualified dependents under one of the medical plans referred to in Section 9.2. at the time of ~~his/her~~their death.
- 9.7.6.2. The spouse must notify the Employee Benefits Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
- 9.7.6.3. Required contributions must be received by the Employee Benefits Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District with due dates determined by the District.
- 9.7.7. Unit members, who are separated due to a reduction in force, may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to the District. This paragraph shall be effective only if the maximum period of time required by federal law (COBRA) for continuation of medical coverage for laid-off employees is reduced to less than twelve (12) months.
- 9.7.8. In the event that a unit member's spouse waives medical coverage through another employer, in exchange for a cash payment, the unit member shall pay a \$100/month payment for ten (10) months, up to \$1,000 per year, for as long as the spouse continues to receive cash in lieu of benefits from ~~his or her~~their employer.

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

- 9.8.1. The Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. Annually, by July 1, the District shall deposit to this fund an amount equal to the prior year's July 1 deposit (increased by the same percentage by which the Certificated Salary Schedule is increased in that fiscal year, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.7. This fund

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shall be used exclusively to reduce the contributions paid by eligible retirees participating in a ~~the~~ District-sponsored Group Medical Plan by the amount established by Section 9.8.6. below and cover administrative expenses related to management of the fund as approved by the fund's Board of Trustees. (Note: The July 2018 deposit was \$1,835,700, which amount will remain unaltered until it is increased by the same percentage by which the Certificated Salary Schedule is increased during the life of this Agreement.)

*The above highlighted date and dollar amount will be updated once the Parties have reached agreement on Wages.*

- 9.8.2. The Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement. Annually, on October 1, the District shall deposit to this fund an amount equal to the prior year's October 1 deposit (increased by the same percentage by which the Certificated Salary Schedule is increased in that fiscal year, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.7. This fund shall be used exclusively to reduce the contributions paid by eligible retirees participating in a ~~the~~ District-sponsored Group Medical Plan by the amount established by Section 9.8.6. below and cover administrative expenses related to management of the fund as approved by the fund's Board of Trustees. (Note: The October 2018 deposit was \$935,121, which amount will remain unaltered until it is increased by the same percentage by which the Certificated Salary Schedule is increased during the life of this Agreement.)

*The above highlighted date and dollar amount will be updated once the Parties have reached agreement on Wages.*

- 9.8.3. An additional annual August 1<sup>st</sup> deposit, as specified in Section 11.13.2.32., shall be made into the Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund.

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

9.8.4.1. The employee had seventeen (17) school years of service with the District (excluding unpaid leaves of absence) and is receiving a monthly retirement benefit from the Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS).

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

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

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continue in this program. (Note: As of July 1, 2010, the age of eligibility is under age sixty-seven [67].)

- 9.8.4.4. The employee was covered under a ~~d~~District-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.
- 9.8.4.5. The employee has chosen to maintain coverage under a ~~d~~District-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.
- 9.8.5. Eligibility for this benefit shall cease at the end of the month in which the retiree dies or at an age, no lower than sixty-seven (67), as determined by the fund's Board of Trustees, whichever occurs first. The retiree may continue coverage in the ~~d~~District-sponsored medical plan beyond the age of eligibility by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- 9.8.6. Annually a new reduction shall be established by dividing the total amount of money in the fund by the expected number of eligible retirees divided by twelve (12). Beginning January 1, 2017, the amount shall be three hundred seventy-five dollars (\$375.00) monthly, unless otherwise agreed to by the Parties during the life of this Agreement.
- 9.8.7. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Section 9.8.6., the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- 9.8.8. Not less than once every three (3) years, the Trust shall commission an actuarial valuation of the fund to assess its fiscal soundness over a projected period of at least twenty (20) years into the future. The expense of the valuation shall be borne totally by the fund. A copy of the valuation study shall be provided to the Association and the District.
- 9.8.9. The District and the Association may independently review the provisions of the retiree medical benefits fund. Either Party may submit proposals recommending changes to procedures governing the fund to the Contract Administration Committee.
- 9.8.10. The Parties have established a Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical Fund 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~~medical benefit premium credits to eligible, retired unit members. The Board of Trustees shall be responsible for investing and administering the assets of the

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

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

9.9.1. Eligibility for Benefits under the Reduction in Force Health Benefits Plan (Plan B) Trust.

A unit member who meets all of the following conditions will be eligible for District-paid healthcare benefits under the Plan for up to three months on a pro rata basis, or until they are recalled by the District into a position which is eligible for fully paid healthcare benefits from the District, whichever occurs first:

~~a-9.9.1.1.~~ The unit member is in laid off status in July and/or August and/or September of any year;

~~b-9.9.1.2.~~ The unit member was covered under a ~~d~~District-sponsored group healthcare plan as an employee immediately prior to layoff;

~~c-9.9.1.3.~~ The unit member is not entitled to healthcare benefits paid by the District; and

~~d-9.9.1.4.~~ The unit member has chosen to maintain coverage under a ~~d~~District-sponsored healthcare plan.

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

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

**Section 9.10: 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~~ annual open enrollment period. The elective period for newly

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benefits-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~~ open enrollment 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 up to the limits allowable under the law). Such amount shall serve to reduce the unit member's salary on a pro rata basis each month except July and August.

An administrator mutually agreed upon by the ~~p~~Parties 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 ~~d~~District records pertaining to any savings/expenses related to this Program.

FOR THE DISTRICT:

DocuSigned by:  
Kristie Jones March 7, 2023  
9AE4281881F04D5...  
Kristie Jones Date  
Director, Labor Relations  
on behalf of  
Jessica Falk Michelli  
Executive Director, Labor Relations

FOR SDEA:

DocuSigned by:  
Abdul Sayid March 7, 2023  
A65BF18A00CC458...  
Abdul Sayid Date  
Executive Director

DocuSigned by:  
Drew Rowlands March 7, 2023  
220919A3C56A48A...  
Drew Rowlands Date  
Chief Business Officer

DocuSigned by:  
Kyle Weinberg March 7, 2023  
68800B5262E8427...  
Kyle Weinberg Date  
President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023  
REVISED – June 1, 2023**

**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, at every level, and agree to work together whenever possible to identify and obtain sources of funding for such purposes.

**Section 13.2: ELEMENTARY**

**13.2.1. Universal Transitional Kindergarten (UTK)**

13.2.1.1. Staffing: UTK classrooms shall be staffed with one (1) Transitional Kindergarten (TK) teacher and one (1) Early Childhood Education (ECE) Teacher.

13.2.1.2. Class Size: UTK classrooms shall have no more than twenty-four (24) students in each class.

**13.2.2. Elementary Staffing Allocations.** Staffing of regular classes at each elementary school will be determined by the following formula:

TK - Grade 3 enrollments

24.00 = Number of primary grade teachers  
(rounded to nearest tenth)

Grade 4 - 6 enrollments

32.13 = Number of upper grade teachers  
(rounded to nearest tenth)

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

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

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

13.2.45. Grades K-3 classes shall not exceed twenty-nine (29) pupils for more than thirty (30) calendar days. In Grades K-3, site administration shall make every effort possible, in collaboration with affected educators, to create class sizes no larger than twenty-seven (27). ~~Grades TK-6 4-6~~ classes shall not exceed thirty-five (35) pupils for more than thirty (30) calendar days.

13.2.56. The District and the Association acknowledge that as a condition of receiving the additional funding grant for TK-3 class size reduction under the Local Control Funding Formula (LCFF), the District is required to make defined progress toward maintaining an average class size enrollment of not more than twenty-four (24) pupils for each school site in TK/K and grades 1 through 3, inclusive, upon full implementation of LCFF (currently 2020). Through this ~~a~~ Agreement the District is committed, in Section 13.2.1.2, to a cap of twenty-four (24) pupils for UTK classrooms, and in Section 13.2.34, to an average class size enrollment for K-3 classes at each school site of no more than twenty-four (24) by the end of the seventh week of each school year. In the event the annual audit process or any other review process puts the District’s receipt of LCFF grade span adjustment funding at risk, the District and the Association intend to ensure the receipt of this funding through the application of Section 13.2.23. of that school year.

~~13.2.6. In the 2021-2022 school year, the District shall allocate eighty six (86) full time equivalent multiple subject teachers, above and beyond the District’s final Fall 2021-2022 multiple subject teacher allocation, for the purpose of reducing elementary class sizes. The additional staffing allocations shall be directed to the most impacted school sites, as determined by the District based on class size overages, anticipated student enrollment, and priority school staffing needs.~~

**Section 13.3: SECONDARY**

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

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

13.3.2. Individual teacher’s academic classes shall be no more than thirty-six (36) pupils each.

13.3.3. 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

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music, business education, and physical education may exceed the average size established for other classes.

- 13.3.4. 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.
- 13.3.5. The District shall continue to provide the Association with continuous access to the District's class size data reporting system.
- 13.3.6. A unit member's secondary physical education classes (excluding athletic periods) enrollment per period ~~(i.e., total student enrollment/number of PE periods), over an eight (8) week period,~~ shall average no more than not exceed fifty (50) pupils for more than thirty (30) calendar days, but in no case shall any class exceed sixty (60) pupils for any number of days.

**Section 13.4: CASELOADS FOR SCHOOL NURSES, ELEMENTARY COUNSELORS AND SECONDARY COUNSELORS**

The District recognizes the positive contribution school nurses and counselors make to the instructional program. The District shall staff school sites based on the following formulae.

13.4.1. School Nurses

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

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

13.4.1.2. Comprehensive high schools shall have a minimum of 1.0 FTE school nurse.

13.4.1.3. Elementary schools with Medically and Physically Challenged (MPC) classrooms shall have a minimum of 1.0 FTE school nurse.

13.4.1.34. In the 2021-2022 school year In the event there are no school nurse vacancies at school sites, the District shall allocate eight (8) additional nursing FTE, 2020-2021 staffing level, to provide centralized school nurse staffing as needed follows, in consultation with the Program Governance Team, shall prioritize the staffing of additional school nurses including but not limited to the following areas:

13.4.1.4.1. Up to Five (5) FTE for vision screening

13.4.1.4.2. Up to Two (2) FTE for hearing screening

13.4.1.4.3. Up to One (1) FTE for immunization program support

13.4.1.4.4. Additional nursing FTE for itinerant support.

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13.4.1.45. The District shall maintain an open/active school nurse posting, and shall make every effort to recruit and hire a minimum of sixteen (16) additional full time school nurses during the 2021-2022 school year in order to meet the staffing requirements under Section 13.4.1.

13.4.1.26. Additional nursing staff may be provided based on acuity. District administration and the Program Governance Team will collaboratively look at site student needs such as pupil disabilities, medical procedures and medications, level of self-care, and school-wide visits to the health office, and shall make acuity-related recommendations by October 1 March 1 of each year to the Class Size Monitoring Committee. Student acuity-related needs will be reviewed on a monthly basis by the Class Size Monitoring Committee Program Governance Team.

13.4.2. Elementary Counselors. Beginning in the 2023-2024 school year, Elementary Counselor allocation shall be increased pursuant to the chart below to ensure students receive weekly social-emotional learning lessons.

<u>Actual Enrollment</u>	<u>Counselor Days Per Week</u>	<u>Position Equivalent</u>
<u>1 – 493-250</u>	<u>1.0-2.0</u>	<u>.20-.40</u>
<u>494 – 726-251 - 375</u>	<u>1.5-3.0</u>	<u>.30-.60</u>
<u>727 – 960-376 - 500</u>	<u>2.0-4.0</u>	<u>.40-.80</u>
<u>961 – 1,195-501 - 625</u>	<u>2.5-5.0</u>	<u>.50-1.0</u>
<u>1,196 – 1,429-626 - 750</u>	<u>3.0-6.0</u>	<u>.60-1.2</u>
<u>1,430 – 1,663-751 - 875</u>	<u>3.5-7.0</u>	<u>.70-1.4</u>
<u>1,664 – 1,896-876 - 1,000</u>	<u>4.0-8.0</u>	<u>.80-1.6</u>
<u>1,897 – 2,131-1,001 - 1,125</u>	<u>4.5-9.0</u>	<u>.90-1.8</u>
<u>2,132-1,126 and Above</u>	<u>5.0-10.0</u>	<u>1.00-2.0</u>

13.4.2.1. Effective in the 2021-2022 school year, nNo Elementary Counselor shall be assigned to more than two (2) sites.

13.4.3. Secondary Counselors. Secondary counselors shall be allocated based on the Counselor/pupil caseload set forth below. Effective in the 2021-2022 school year, aAny assignment portion that is less than a 1.0 allocation shall round up to the nearest 1.0 allocation.

Total Enrollment/481 (Middle Schools)  
 Total Enrollment/459 (Senior High)

**Section 13.5: RESTORATIVE JUSTICE PRACTICES STAFFING**

13.5.1. For the 2023-2024 and 2024-2025 school years, comprehensive secondary schools will be assigned the equivalent FTE to support restorative justice practices at the school, as follows:

13.5.1.1. Comprehensive, non-atypical middle schools will be assigned two (2) release periods to support restorative justice practices at the school.

13.5.1.2. Comprehensive, non-atypical high schools, K-8, and K-12 schools will be assigned one (1) release period to support restorative justice practices at the school.

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**Section 13.56: ONLINE LEARNING**

13.56.1. Online Learning Self-Paced Courses: Effective July 1, 2018, aUnit members who teach self-paced online coursework shall not have more than one hundred eighty (180) students on their roster.

13.56.2. Independent Study Based Online Schools: Independent study schools offering online learning as the main form of instruction, shall adhere to class sizes as outlined in Section 13.2 (Elementary) and Section 13.3 (Secondary) of this Agreement.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* June 5, 2023  
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\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* June 5, 2023  
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Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* June 7, 2023  
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Abdul Sayid Date  
Executive Director

DocuSigned by:  
*Kyle Weinberg* June 5, 2023  
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Kyle Weinberg Date  
President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**April 27, 2023**

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**ARTICLE 10. LEAVE POLICIES**

**Section 10.1: PRORATED LEAVES**

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

**Section 10.2: SICK LEAVE**

- 10.2.1. Eligibility. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease or temporary disability, as provided by law.
- 10.2.2. Accrual. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full-time.
- 10.2.3. Payment. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- 10.2.4. Accumulation. Full-salary sick leave not used shall be accumulated from year-to-year without limit as provided by law.
- 10.2.5. Accrual Timing. New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.
- 10.2.6. Advance Credit. Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.
- 10.2.7. Differential Pay. In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional leave at a salary which is equal to fifty percent (50%) ~~percent~~ of the unit member's daily rate of pay. These one-hundred (100) days of additional sick leave shall be used

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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 unit members	110 days
Eleven (11) month unit members and 184 + 24 day unit members	111 days
Twelve (12) month unit members and 184 + 44 day unit members	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.

- 10.2.8. Eligibility for Health Leave. When a unit member exhausts both full-salary and any half-salary sick leave allowances, ~~he/she/they~~ may request a health leave of absence without pay (see Health Leave, Section 10.7.2.). In addition, such unit members may be eligible for other types of leaves.
- 10.2.9. Accumulated Sick Leave. A unit member on leave of absence will retain any sick leave accumulated prior to the leave, but will accumulate no additional sick leave during a leave of absence.
- 10.2.10. Summer School Utilization. Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year. (See Article 17: Summer School/Intersession, Hours and Conditions of Employment, Section 17.3.2.)

**Section 10.3: PERSONAL NECESSITY LEAVE**

A unit member may use up to eleven (11) days of accumulated full-salary sick leave benefits described in Section 10.2. in any school year in the following cases of personal necessity:

- 10.3.1. Death in the Immediate Family. Death of a member of the immediate family (as defined in Section 10.16). Additionally, unit members may use Personal Necessity Leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
- 10.3.2. Accident. Accident involving the unit member's person, property, or that of ~~his/her/their~~ immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.
- 10.3.3. Court Appearance. Appearance in court as a litigant or as a witness.
- 10.3.4. Family Illness. Serious or critical illness of a member of the immediate family (as defined in Section 10.16.) of such an emergency nature that the presence of the unit member is required during the workday.
- 10.3.5. Religious Holiday. Observance of a religious holiday of the unit member's faith. The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.

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- 10.3.6. Acts of Nature. Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty.
- 10.3.7. Birth/Adoption. A father/spouse/partner, upon the birth of ~~his/her~~ their child, and parents, upon the adoption of a child.
- 10.3.8. Family School Partnership Leave. To participate in the unit member's children's school activities as set forth in Section 10.20. of this Article.
- 10.3.9. Personal/Family Responsibility. Unit members may use accumulated full-time sick leave in order to attend a personal/family responsibility which requires the presence of the unit member during the workday. These days may be used at the unit member's discretion.

**Section 10.4: PERSONAL BUSINESS ABSENCE**

10.4.1. Two-hour Absence (Paid)

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

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

10.4.2. One-month Absence (Unpaid)

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

**Section 10.5: MATERNITY, PATERNITY PARTNER, AND ADOPTION LEAVE**

10.5.1. Maternity Leave: ~~Employees who have~~ Effective July 1, 2023, a unit member who has given birth and has been employed for at least twelve (12) months shall be granted ~~three (3)~~ six (6) consecutive workweeks of leave with pay immediately following the birth of her child. In addition, the unit member may use up to sixty (60) days of their full salary and/or half-pay sick leave, immediately following the use of maternity leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.

10.5.2. Paternity Partner Leave: ~~One (1) day~~ Effective July 1, 2023, three (3) days of leave with full pay will be granted to a father/spouse/partner ~~upon~~ immediately following the birth of his/her ~~their~~ 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).~~ In addition, a father/spouse/partner may use up to ~~ten (10)~~ sixty (60) days of their ~~accumulated full salary and/or half-pay sick leave,~~ immediately upon the birth of his/her child(ren) following the use of partner leave, concurrently with any

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applicable FMLA and/or CFRA. This leave ~~is~~ can be used in addition to their annual allotment of days that can be used for personal necessity.

- 10.5.3. Adoption Leave: ~~One (1) day~~ Effective July 1, 2023, three (3) days of leave with full pay will be granted to either parent to make final arrangements to adopt a child. ~~In addition, a A-unit member may use up to ten (10) sixty (60) days of their accumulated full salary and/or half-pay sick leave, immediately upon the adoption of his/her child(ren) or to attend to matters related to the adoption of his/her child(ren) following the use of adoption leave, concurrently with any applicable FMLA and/or CFRA.~~ This leave ~~is~~ can be used in addition to their annual allotment of days that can be used for personal necessity.

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

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

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

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

10.6.1.3. Timing. Long-term leaves in Category I shall begin at the beginning of an academic school year and shall end at the conclusion of an academic school year except by mutual agreement of the District and the unit member. Return to paid service shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.).

10.6.1.4. Request Deadline. A request for a Category I long-term leave must be received by the Human Resource Services Division by ~~March~~ January 1 in order for a leave to be effective for the subsequent school year.

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

10.6.1.6. Approval. The Human Resource Services Division will notify applicants for Category I leaves whether their leave is approved or disapproved. ~~For requests received prior to~~

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

- 10.6.1.7. Exception to Timelines. Exceptions to these ~~March~~ January 1 deadlines may be approved for humane or other cogent reasons that relate to the best interests of the unit member and the District and are mutually agreed.
- 10.6.2. Category I Leaves. Long-term leaves of absence without pay in Category I may be granted for any of the following reasons:
- 10.6.2.1. Professional Study. Permanent unit members may apply for professional study leave by outlining in writing the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study. (See Appendix A, 4.033)
- 10.6.2.2. Travel. Permanent unit members may apply for a leave of absence for travel for educational purposes.
- 10.6.2.3. Opportunity Leave. Permanent unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge that will directly benefit the District and the instructional program.
- 10.6.2.4. Service to Other Public Agencies. The Superintendent may recommend approval of long-term leaves of absence without pay for permanent unit members to serve another public agency in a capacity which the Superintendent determines will benefit the District and the unit member, including elected, full-time public service.
- 10.6.2.5. Other Leaves Determined by the Superintendent. In addition to those long-term leaves of absence specifically covered in this Agreement, the Superintendent may, in unusual cases, recommend the approval of other long-term, unpaid leaves of absence to permanent unit members for purposes that will benefit the District and serve the best interests of the pupils.
- 10.6.2.6. Service to Professional Associations. Unit members may apply for a leave of absence without pay for the purpose of serving a local, state, or national professional organization in an elected or a staff capacity.

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

- 10.7.1. Parental Leave. A parental leave of absence without pay will be granted to a probationary or permanent unit member at any time in the academic school year for the purpose of childbearing, adoption, and/or child rearing. A parental leave may be granted for the balance of an academic school year and may be extended upon application year-to-year for a total period not exceeding five (5) additional academic school years. The following types of parental leaves are available:

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- 10.7.1.1. Pregnancy. A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and, except in cases of unforeseen circumstances, 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.
- 10.7.1.2. Male-Partner 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~~their child and one (1) year thereafter.
- 10.7.1.3. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.
- 10.7.2. Health Leave. A health leave may be granted to a permanent unit member for a definite period of time upon submission of a physician's statement of incapacity to perform the duties and responsibilities of a unit member. A health leave may be granted either following exhaustion of paid sick leave (see Section 10.2.8.) or independently of a prior paid sick leave. A health leave may be granted for the balance of an academic school year and may be extended by application upon submission of a physician's statement of incapacity on a year-to-year basis for a total period not exceeding five (5) additional academic school years.
- 10.7.3. Home Responsibility Leave. A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of ~~his/her~~their immediate family (as defined in Section 10.16). A home responsibility leave may be granted for the balance of an academic school year and may be extended upon application year-to-year for a total period not exceeding five (5) additional school years.
- 10.7.4. Timing of Return. Return to paid service from a Category II leave shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.). Unit members on health or home responsibility leaves shall be allowed to return to paid service as soon as an authorized position vacancy for which the unit member is qualified is available.
- 10.7.5. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence will not be denied the opportunity to substitute.

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

- 10.8.1. Unrestricted Leave. The District may grant a one (1) year leave of absence without pay to a permanent unit member for a reason that is mutually agreed to be of benefit to the District and the unit member. The request for an unrestricted leave of absence must be received by the Human Resource Services Division no later than March 1. An unrestricted leave of absence shall begin at the beginning of an academic school year and shall end at the conclusion of the same academic school year. An unrestricted leave is not renewable.

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

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

10.9.1. Placement Upon Return. At the expiration of a long-term leave of absence without pay, the unit member will be reinstated in a position which is authorized by ~~his/her~~ their credential.

10.9.2. Failure to Return. Failure to return to paid service as specified in this Article or to accept the placement made by the Human Resource Services Division in keeping with the unit member's credential shall be interpreted as a resignation from the District.

10.9.3. Request to Return. A request to return from a Category I long-term leave shall be accomplished under the conditions specified in Section 10.6. A request to return from a Category II long-term leave shall be accomplished under the conditions specified in Section 10.7.

10.9.4. Request to Return During School Year. Return to paid service from a long-term leave of absence during the academic school year may be granted if an authorized temporary position vacancy for which the unit member is qualified is available. If no temporary position is available for which the unit member is qualified, the District will, at the unit member's request, provide the unit member with priority for day-to-day visiting teacher assignments for which the unit member shall be compensated at the visiting teacher daily rate of pay. Military leave or other long-term leave where the return to paid service is governed by law shall be exempted from these requirements.

10.9.5. Return to Previous Site or Program. For any Category I, II, or III, long-term leave involving up to one (1) academic school year, a unit member, upon request prior to beginning the leave, may return to the previous site or program placement. This assurance can be given only if the unit 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~~ they were on active duty and shall be subject to the same rules as other unit members in the school or program in determining which unit members will be declared in excess.

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

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

**Section 10.10: SABBATICAL LEAVE**

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

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

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

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

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

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

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

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

#### **Section 10.11: EXCHANGE TEACHER LEAVES**

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

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

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

#### **Section 10.13: ABSENCE ON DISTRICT BUSINESS**

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

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

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

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<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

10.14.2. Vacation Extension Leave. Child Development Center teachers will be permitted to augment their paid vacation with unpaid personal leave upon approval of the site supervisor if the program needs of the District can be met. The decision of the site supervisor as to staffing needs of the center shall not be subject to the grievance procedure; however, a Child Development Center teacher has the right to appeal the decision to the Program Director.

10.14.3. With the approval of the supervisor, unit members assigned to the Child Development Center program may utilize accrued vacation hours at times other than when Child Development Centers are closed for the spring and winter recesses.

10.14.4. The Child Development Center program office will attempt to provide opportunities for teachers to work on site or at the program office for up to two (2) days during the recesses.

**Section 10.15: BEREAVEMENT LEAVE**

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

**Section 10.16: IMMEDIATE FAMILY**

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

**Section 10.17: ASSOCIATION CONFIRMATION**

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

**Section 10.18: IMPLEMENTATION OF LEAVE POLICIES**

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

**Section 10.19: FAMILY CARE LEAVE**

A unit member who has served the District for a total of at least twelve (12) months within the last seven (7) years and has provided at least one thousand two hundred fifty (1,250) hours of service, which may include use of accumulated leave time, in the twelve (12) month period prior to the request for such leave shall be granted a Family Care Leave for the purpose of the birth of ~~his/her~~ their child, adoption of a child, foster care placement of a child with the unit member, care of a child, parent, spouse or domestic partner with a serious health condition or the unit member's own serious health condition, in accordance with the following:

10.19.1. With the exception of Family Care Leave taken for purposes of parental leave as set forth in ~~s~~Section 10.19.4. below, Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 9 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.

10.19.2. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of sixty (60) workdays within a twelve (12) month period.

10.19.3. Family Care Leave, when related to the serious health condition of the unit member or ~~his/her~~ their child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.

10.19.4. Family Care Leave taken for the birth, adoption or foster care placement of a child must be initiated within one (1) year of the child's birth, adoption or foster care placement.

10.19.4.1. A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.

10.19.4.2. When the unit member has exhausted all available sick leave, and continues to be absent from ~~his or her~~ their duties on account of parental leave pursuant to the California Family Rights Act (CFRA), the unit member shall receive fifty percent (50%) differential pay for the remaining period of up to twelve (12) workweeks of parental leave.

10.19.4.3. This leave is available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District.

10.19.4.4. This paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.

10.19.4.5. Any leave taken under Section 10.19.4. shall be exclusive of any leave taken for pregnancy disability.

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10.19.4.6. This parental leave is available to both parents and/or registered domestic partner. However, if both parents and/or registered domestic partner are District employees, they have a combined twelve (12) workweek period and must decide how to share the twelve (12) workweeks of parental leave.

10.19.4.7. A unit member taking parental leave pursuant to this Section is not required to have provided one thousand two hundred fifty (1,250) hours of service in the twelve (12) month period prior to the request of such leave.

10.19.5. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide a written request at least thirty (30) calendar days in advance. If the need for Family Care Leave is not foreseeable, the unit member shall request for such leave within one or two workdays of learning of the need for the leave. In most cases, the District should request that the unit member furnish certification at the time the unit member gives notice of the need for leave or within five (5) business days thereafter, or, in the case of unforeseen leave, within five (5) days after the leave commences. The District may request certification at some later date if the District later has reason to question the appropriateness of the leave or its duration. The unit member must provide the requested certification to the District within fifteen (15) calendar days after the District's request, unless it is not practicable under the particular circumstances to do so despite the unit member's diligent, good faith efforts, or if the District provides more than fifteen (15) calendar days to return the requested certification. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations subject to the approval of the appropriate health care provider.

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

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

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

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

10.20.1. A unit member who is a parent, guardian, or custodial grandparent of one or more children in a Universal Transitional Kindergarten through Grade 12 school system 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~~ their children attends under the following circumstances:

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

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

**Section 10.21: JURY DUTY**

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

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

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

**Section 10.22: CATASTROPHIC LEAVE BANK**

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

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

10.22.3. Membership in the Catastrophic Leave Bank.

10.22.3.1. Initial Donation Period. Any existing unit member who wishes to participate or continue membership in the Catastrophic Leave Bank shall donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the month of February 2016. After the Initial Donation Period, the first three (3)-year donation cycle shall commence in March 2016 and end on December 31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.

Three Year Cycle. Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1,

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2022, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank. The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.

Additional Donations. Following the Initial Donation Period, additional donations may be requested when the balance in the bank drops below two-hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.

10.22.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.

10.22.3.3. The unit member acknowledges that the donation is irrevocable.

10.22.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.

10.22.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:

10.22.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.

10.22.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank either during the Initial Donation Period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3)-year cycle in which withdrawal is being requested.

10.22.4.3. New participants must be a member of the Bank for at least ninety (90) days prior to being approved to withdraw days from the Bank. Exception: Participants who are current members of the Bank and who choose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90)-day waiting period waived.

10.22.4.4. 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 ~~D~~ 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.

10.22.4.5. 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

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

#### 10.22.5. General Provisions

##### 10.22.5.1. Withdrawal of Days from the Catastrophic Leave Bank

~~a-10.22.5.1.1.~~ 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-10.22.5.1.2.~~ Applications will be accepted and processed on a first-come, first-served basis.

~~c-10.22.5.1.3.~~ Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.

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

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

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

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

10.22.5.6. The ~~p~~Parties will review the program annually, in July, 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. If, during the annual review, it is determined that the Bank has maintained a balance sufficient to sustain withdrawals, the ~~p~~Parties may mutually agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

10.22.5.7. The provisions of Sections 10.22.4.4. and 10.22.5.5. 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.

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**Section 10.23: MILITARY INJURY/ILLNESS**

A unit member who is a military veteran with a military service-connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay for up to ten (10) days for the purpose of undergoing medical treatment for ~~his or her~~ their military service-connected disability. Such leave shall be available and used during the first twelve (12) months of employment. The District may require submission of satisfactory proof that a leave of absence pursuant to this sSection is used for a military service-connected disability. Part-time unit members shall be granted leave proportionate to their assignment.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* April 28, 2023  
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\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* April 28, 2023  
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Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Kyle Weinberg* April 28, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Abdul Sayid* April 28, 2023  
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Abdul Sayid Date  
Executive Director

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**Tentative Agreement  
Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 8, 2023**

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**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 ~~safe-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. All schools shall have secure points of access and secure perimeters no later than December 31, 2024. In the event of a contracting/construction delay that prohibits a site from meeting the December 31, 2024 date, the District will provide the Association with an alternative timeline for completion.

11.2.23. During periods of extremely hot weather, unit members may, relocate their classes to a mutually agreed to location, upon approval of their site administrator or designees (approval shall not be reasonably withheld), 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.

At the request of either party, the District and the Association agree to meet ~~annually~~ to review existing District procedures pertaining to hot weather in order to ensure meaningful and concise plans.

11.2.34. Air Conditioning, Air Quality, and Ventilation. The District is committed to providing air conditioning in all classrooms and educational support spaces. The District will install air conditioning in all classrooms and educational support spaces, with construction planned to begin before February 1, 2019. Except in extenuating circumstances, all schools that have air conditioning installed shall ensure that all classes, including physical education classes, will be accommodated in an air conditioned setting during periods of extremely hot weather. In extenuating circumstances, the site administrator will meet with the impacted unit members to determine alternative, safe teaching and learning conditions.

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11.2.4.1. For the 2023-2024 school year:

11.2.4.1.1. MERV-13 filters will be installed in every classroom and workspace with a compatible HVAC system.

11.2.4.1.2. Non-MERV 13 classrooms and workspaces with staff/students should deploy air purifiers as needed.

11.2.4.1.3. All HVAC systems and air purifiers will be inspected and serviced regularly.

11.2.45. School Site Maintenance. Unit members who have unresolved concerns with school site maintenance/custodial services shall complete ~~an appropriate form~~ the SDEA Contract Concern Form in PPO's maintenance management system ~~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.~~

11.2.56. Timeline for Addressing Maintenance/Custodial Concerns. Unit members who complete a maintenance/custodial concern form shall be given an acknowledgement of receipt of the concern raised in the form within five (5) workdays of the form's submission. Concern(s) raised in the maintenance/custodial concern form shall be resolved no later than fifteen (15) workdays after the form is submitted to Physical Plant Operations; however, if the projected resolution date will extend past fifteen (15) workdays, a plan and timeline with anticipated completion dates will be reviewed with the site administrator and impacted unit member. Repairs shall be completed within a reasonable period of time.

**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. Counselors and Itinerant Unit Members

11.3.2.1. Because it is important that all counselors and itinerant unit members have work space that is adequate and protects student confidentiality, a meeting shall be held with the site administrator, at the request of the unit member, to discuss the unit member's needs. Site administrators shall provide counselors and 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 counselor or itinerant staff. To the extent possible, whenever it is necessary to use such space during the counselor's or 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 when creating positions for these 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.

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**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.
- 11.4.3. All unit members shall be provided all external gate keys at their worksite(s), and the building keys necessary to allow entry and exit to and from their workspace(s). The unit members shall comply with all site and District policies and procedures regarding access during work and after work hours.
- 11.4.4. All unit members shall be provided adequate communication devices to enable immediate communication with all other staff on campus in the event of an emergency. In addition to a phone in every classroom, and unit member workspaces, walkie-talkies will be provided. All classrooms shall have emergency procedures posted in a highly visible area of the classroom. All classrooms shall have site emergency phone instructions posted adjacent to the phone.
- 11.4.5. All schools shall have a schoolwide functioning two-way communication system that enables emergency alerts to all areas of the campus, no later than December 31, 2019.
- 11.4.6. All schools shall have a schoolwide functioning intercom system that enables communication to all classrooms on campus, no later than December 31, 2024.

**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: SCHOOL SAFETY PLANS**

- 11.6.1. Supervisor Responsibility. Each site supervisor shall, in concert with the school site council or school safety planning committee, be responsible for the development and implementation of a comprehensive school safety plan pursuant to Education Code sections 32280-32289. Each site may designate the site governance team as the school safety planning committee. 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. School Safety Plan Criteria. School safety plans shall conform to Education Code requirements and any additional criteria developed by the District and the Association through the Contract Administration Committee process. The school safety plan shall include rules and procedures to be followed by site personnel for their protection, including a method of emergency communication and rules and regulations governing the entering and leaving of school sites. Schools that share a physical site shall develop a coordinated school safety plan. At a minimum, each school safety 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.

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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 school safety plan criteria shall be reviewed and evaluated ~~annually~~.

11.6.4. Plan Review and Evaluation. Each school safety plan shall be reviewed and evaluated at least annually by the site supervisor and the school site council or safety planning committee. If the site governance team is not designated as the school safety planning committee, the site governance team shall be provided an opportunity to provide annual input for the school safety plan.

11.6.5. New School and Modified Plans. Whenever a new school is opened or a school safety 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. Options Based Response Tactics and Training (or other similar training that may be approved by the school board to take the place of the Options Based Response Tactics and Training) shall be added to all school site safety plans and shall be provided to all worksites by December 31, 2019. The District shall provide such training for all unit members on an ongoing basis.

11.6.7. Communication of School Safety Plan. All unit members shall be informed and given a copy of the existing written school safety plan within ten (10) workdays of the date of reporting to their work location.

## **Section 11.7: PUPIL DISCIPLINE**

11.7.1. Site administrators shall engage stakeholders in their school community to implement restorative practices at their school site that empower students, staff, and families to use proactive and responsive communication tools that nurture a positive school climate and address conflict by honoring the voice of all stakeholders in a way that is safe, respectful, equitable, and ensures accountability. Each school site principal, in concert with the staff and governance team, shall develop a ~~student-site restorative~~ discipline plan which conforms to the provisions of this Article and with ~~the District policies and procedures~~. Each ~~student-site restorative~~ discipline plan shall be reviewed and evaluated at least annually by the site supervisor and unit members. All unit members shall be informed and given a copy of the existing written site ~~student-restorative~~ discipline plan within ten (10) workdays of reporting to their work location. At a minimum, the site restorative discipline plan will include the following:

11.7.1.1. Expectations, supportive practices, and consequences for responses to 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 supports for the student ~~the problem~~ and to decide upon appropriate steps

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~~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~~ their class for the day of the incident and the day following for ~~good cause acts enumerated in Education Code 48900 (See Appendix K).~~ 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 unit member shall indicate whether or not she or he has contacted the parent. If the unit member has not contacted the parent, the principal or administrative designee must contact the parent or guardian to set up a parent/teacher conference regarding the suspension. An administrator or designee shall immediately inform the student's parent/guardian of the suspension and inform the parent/guardian that the educator will contact them to schedule a conference. As soon as possible, the unit member shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the unit member or the parent or guardian so requests. A student suspended from a class shall not be placed in another regular class during the period of suspension. However, if the student is assigned to more than one class per day this shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended. The student shall not be returned to the class from which they were suspended, during the period of the suspension, without the concurrence of the unit member of the class and the principal. The principal or administrative designee shall inform the unit member of the action taken regarding the suspended student during the time of suspension in writing in a format to be determined by the shared decision making process. (See Education Code 48910 under Appendix K—School Safety)~~

~~11.7.4. Acts for which a unit member may suspend a student from the class are enumerated in Education Code 48900 and include, among others, insubordination, striking of any school personnel, damaging property, endangering the safety of others, and consistent refusal to respond to directions of the unit member. (See 48900 under Appendix K—School Safety)~~

11.7.54. If the behavioral ~~problem~~ continues to exist after supports have been offered, the unit member and the site administrator shall continue to discuss and attempt to identify a resolution, which shall include intervention(s), progressive supports and/or progressive discipline for the involved student. The resolution shall also include progressive supports for the unit member. These supports may include, but are not limited to, the following:

11.7.54.1. Repetition of the suspension set forth in Section 11.7.3.

11.7.54.2. ~~Formal Site-based interventions~~ or alternative-to-suspensions programs in accordance with ~~district procedure~~ Board Policy.

11.7.54.3. Increased involvement of parents in development of an ongoing behavioral ~~and/or safety~~ plan with the student.

11.7.54.4. Increased involvement of various ~~and~~ District resources to design ~~alternative interventions~~ additional supports or interventions for the student.

11.7.54.5. Provision of District adopted trainings, including but not limited to restorative justice practices ~~Trauma Informed Care~~, Pro-ACT (Professional Assault Crisis Training), and

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mental health resources ~~ACES (Adverse Childhood Experiences)~~, as requested by the involved unit member.

11.7.65. When it is determined that a student is in need of additional resources and/or support, the site shall refer the student to appropriate ~~District~~ administration for consideration of placement at other sites or programs, ~~or for suspension/expulsion~~. This shall be accomplished through appropriate assessments or observations that will help determine how to best support the student's academic, social-emotional and/or behavior growth.

11.7.76. The District is committed to building stronger relationships within schools and communities, while also providing safe, trusting, and supportive communities and campuses for students, families and staff using restorative practices and other positive climate strategies through professional development, training, and resources for educators and staff.

11.7.87. The District shall provide ongoing restorative justice practices training to all bargaining unit members, inclusive of in-person trainings, and inclusive of resources and support for sites to incorporate restorative justice practices into site discipline plans. ~~At sites that choose to implement restorative practices, site administrators shall engage stakeholders in their school community to implement restorative practices at their school site that empower students, staff, and families to use proactive and responsive communication tools that nurture a positive school climate and address conflict by honoring the voice of all stakeholders in a way that is safe, respectful, equitable, and ensures accountability. Staff members at schools who have not received training and resources shall not be required to implement restorative practices, but shall continue to engage with the site administration to identify a resolution pursuant to Section 11.7.4.~~

#### **Section 11.8: SITE ADMINISTRATOR ABSENCE**

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

#### **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 shall be referred to the site administrator for further investigation and action in alignment with the District's policies and the law. ~~or who violates the district Zero Tolerance Policy shall be~~

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~~suspended, expelled or otherwise disciplined in accordance with district student discipline or Zero Tolerance procedures. (See 44014 under Appendix K – School Safety)~~

11.10.3. The supervisor and other ~~d~~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 ~~policies a district emergency procedure~~ that define the actions to be taken and ~~fixes~~ the responsibility for the actions.

11.10.4. Per Education Code 49079 ~~and Appendix K, site administrators~~ the District shall notify unit members of students assigned to their classrooms or caseloads, when the site administrators-District has knowledge of and/or has a documented history of a student’s violent behavior towards others: who within the last three years has engaged in or is reasonably suspected to have engaged in any acts or violent behavior as defined in the Education Code (see Appendix K of this Agreement). Site administrators shall also notify unit members of students assigned to their classrooms or caseloads who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available. Any information received by a unit member pursuant to this Section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

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.

11.10.6. In the event that the District overturns a site recommendation for student expulsion based on physical threat or assault/battery, a Central Office District administrator and, as needed, a restorative justice practitioner shall meet with the site prior to the involved student’s return in order to determine initial supports needed to ensure the continued safety of members and students at the site, inclusive of the returning student. Involved unit members shall be given prior notification of the meeting and may attend. The mutually determined initial supports shall be provided, and additional supports provided as needed.

**Section 11.11: PUPIL TRANSPORTATION**

No 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~~ their employment including the transportation of students. The limit of the District's liability when an employee uses ~~his/her~~ their 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~~ their car and is found negligent in the event of an accident with injury, ~~d~~District insurance shall cover the medical expenses for the occupants of the owner's automobile; however, there is no ~~d~~District coverage for physical damage to the owner's automobile. Therefore, unit members who transport students should carry appropriate automobile insurance coverage.

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**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 decision-making 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 ~~the~~ 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. If there is a conflict between District procedure and this Agreement, this Agreement prevails. The filing of a police report shall only be required in instances of claims of motor vehicle damage.

11.13.2. Reimbursement of Electronic Hardware and 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-~~ 11.13.2.1.1. Items having an original cost of less than five hundred dollars (\$500) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost established by the original receipt or a signed declaration by the unit member.

~~b-~~ 11.13.2.1.2. Items having an original cost of more than five hundred dollars (\$500) 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-~~ 11.13.2.1.3. In no case shall the reimbursement exceed ~~fifteen~~ one thousand five hundred dollars (\$1,500) per incident.

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11.13.2.2. 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 deposited on an annual basis into the Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical fund as specified in Article 9, Section 9.8.3. as an August 1st deposit.

**Section 11.14: SITE MEASURE YY SCHOOL SAFETY IMPROVEMENT**

The Parties agree upon the importance of using the shared decision-making process to provide input regarding new Measure YY School Safety Improvement Priorities. The following input process applies regarding the use of those funds:

11.14.1. Every school shall give input on Measure YY School Safety Improvement Priorities. These priorities shall be developed in collaboration between the principal, staff, and the site governance team, with final approval by the Site Governance Team.

11.14.1.1. A menu of safety options will be provided to the school sites by July 1, 2019, from which Site Governance Teams may select priorities such as exterior lighting, window safety, perimeter security, or other physical improvements that increase school safety.

11.14.1.2. The Site Governance Team will utilize the menu of safety options referenced above to prioritize the safety improvements for the school site.

11.14.1.3. If the school site does not have a Site Governance Team, the principal shall conduct a school site input session to gather the data and submit the priorities.

11.14.1.4. Each site’s Measure YY Priorities shall be submitted to the District’s Facilities, Planning, and Construction (FPC) Division by December 31, 2019 for review.

11.14.1.5. Upon receiving written feedback from the District, the Site Governance Team shall have the opportunity to submit revised Measure YY Priorities within 30 days of notification.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Kyle Weinberg* May 19, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Drew Rowlands* May 19, 2023  
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Drew Rowlands Date  
Chief Business Officer

DocuSigned by:  
*Abdul Sayid* May 19, 2023  
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Abdul Sayid Date  
Executive Director

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**April 10, 2023**

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**ARTICLE 12. TRANSFER POLICIES**

~~During the 2021-2022 school year, the Parties will convene a special committee on transfer procedures as follows:~~

- ~~a. Each Party will have four (4) representatives.~~
- ~~b. The Committee will meet for the first time on or before August 30, 2021 to draft a framework for a transfer process that is clear, meets the needs of both Parties, and acknowledges the impacts of declining enrollment within the District on the transfer process.~~
  - ~~i. The Committee will meet, at minimum, monthly with the goal of reaching a jointly recommended process no later than January 31, 2022.~~
  - ~~ii. The Committee will present the joint recommendation to SDEA/District bargaining teams for tentative agreement.~~
  - ~~iii. Any tentative agreement resulting from this process shall be subject to the ratification process utilized by the Parties for changes to the CBA.~~

The Parties continue to collaborate on the development and implementation of a new transfer process and agree to reopen negotiations on this Article 12 - Transfers Policies during the term of this Agreement.

**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.

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- 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. Temporary Vacancy. A one-year vacancy created by a unit member taking a one-year leave of absence for the following school year, which shall be posted as a one-year vacancy for said school year. A unit member who accepts or is assigned to a one-year vacancy at a site shall be in excess at the end of the year unless there is a vacancy for which the member is qualified and credentialed at the site for the following year.
- 12.1.8. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.
- 12.1.9. Itinerant Assignment. A position which may provide services to students of more than one site and which is assigned to a central office department.
- 12.1.10. Priority Consideration. Status provided to a unit member who is in excess, who is returning from a long-term leave of absence of more than one (1) year, who is assigned to a school that is going to be closed per Section 12.1.3., or who has rejected a magnet focus change in accordance with Section ~~12.14~~ 12.11. A unit member with priority consideration is ensured an interview if they are one of the six (6) most senior applicants with priority consideration (in accordance with Section 12.2.1.5) ~~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 ~~or there are fewer than five (5) candidates with priority consideration routed for a posting. If fewer than five (5) candidates with priority consideration are routed, Human Resources will also route the most senior voluntary transfer candidates who have bid for the position and have been deemed qualified by the Human Resources Division. One of the five (5) routed candidates shall be selected. If not selected through the routing and interview process (Section 12.2.1), a unit member with priority consideration shall be assigned through the seniority based preference process (Section 12.2.2).~~ It is assumed that a unit member who exercises priority consideration status to obtain an assignment accepts the educational philosophy of the school/program. Priority consideration expires upon the placement of the unit member in a position or by September 1, whichever comes first.

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12.1.11. Priority Staffing School. The following categories of schools will be considered priority staffing schools and shall be staffed in accordance with ~~s~~Section ~~12.3.1-~~12.4.1. of this Article. Posted positions at these schools will not be subject to priority consideration.

~~a.~~12.1.11.1. A school which has more than thirty percent (30%) of the total assigned certificated staff, for a period of two (2) or more consecutive years, who have not reached their second year of permanent status. Such schools are typically characterized by a higher-than-average turnover rate and a lower-than-average response to positions available during post and bid ~~periods~~, or

~~b.~~12.1.11.2. Low Performing Schools. The District shall provide the Contract Administration Committee (CAC) with information from the California School Dashboard regarding the District's lowest performing schools. The Committee shall create a list of "Low Performing Schools" no later than January 31 each year. The number of schools designated as low performing shall not exceed twenty percent (20%) of the total number of schools in the District, unless there is mutual agreement between the Association and the District. If the CAC does not reach agreement on the list of schools identified, the Superintendent shall make a final determination.

**Section 12.2: ANNUAL POST AND BID**

12.2.1. The Human Resource Services Division will post electronically a list of known vacancies for the following year. The Human Resources Services Division will electronically post an administrative circular prior to ~~May~~ the Annual Post opening and will notify all bargaining unit members via email when the ~~May~~ Post opens and when any positions are added to the ~~May~~ Post. The ~~May~~ Post shall be provided to the Association electronically ~~and/or hard copy~~. The following timelines and process shall apply:

~~a.~~12.2.1.1. The Post will begin no later than May 10.

~~b.~~12.2.1.2. The Post shall include all known vacancies for the following year. Each posted vacancy will show: location, credential required, ~~major and minor field~~ subject area or grade level, duties, responsibilities, program description, and physical setting. The Transfer Monitoring Committee shall review postings.

12.2.1.2.1. 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, 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.

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12.2.1.2.2. 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.

12.2.1.3. From the date the Association receives its official copy ~~on May 10~~, unit members will have a minimum of ten (10) calendar days to review and bid on posted positions. No new bids will be accepted after the ~~May-Post~~ period closes. If a position on the ~~May-Post~~ is delayed or modified, the bid acceptance for that one position will be extended for a like number of days.

~~e.~~12.2.1.4. Following the close of the Post, the Human Resource Services Division shall have ten (10) workdays to route qualified applicants to the school/program administration. ~~Awarding- Routing of positions-applicants~~ will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member ~~meet~~ has met all state and federal requirements and has the required credential for the assignment on file with the District at the time of the closing of the posting period.

12.2.1.4.1. Unit members who have received a remediation plan or 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.)

12.2.1.4.2. Unit members assigned to a position requiring a Special Education credential shall be limited to transfer only within the Special Education Program during their probationary period with the District. Prior to participating in post and bid and/or submitting a transfer to the new position, the unit member must attain permanent status.

12.2.1.5. The Human Resource Services Division will route up to twelve (12) applicants for site/program administration to consider, including up to six (6) of the most senior applicants with priority consideration and up to six (6) of the most senior voluntary transfer applicants who have bid on the position and have been deemed

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~~qualified by Human Resources. The District Site/program administration must interview all priority consideration applicants and may interview voluntary transfer applicants, 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 list of routed applicants.~~

~~d.12.2.1.6. Site/program selections shall be made within thirty (30) ten (10) calendar days of the date that site/program administrators are provided with the names of initial list of eligible bidders applicants by the Human Resource Services Division. Upon selection by the school site/program, site/program administration will make immediate written notification to the selected unit member and Schools will notify applicants of the results of the site selection process who are not selected.~~

12.2.1.7. ~~Bidders~~ Unit members may refuse to accept a bid-upon position at the time of the offer or within forty-eight (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 May-Post.

12.2.1.8. In cases where site selections are not made within the established timelines, the Human Resource Services Division will assign qualified unit members according to seniority.

~~e.12.2.1.9.~~ A unit member who is to be transferred as a result of a bid shall be notified in writing by Human Resource Services Division by June 30.

~~The list for the May Post will be provided to the Association electronically and/or hardcopy. Any vacancy filled by a leave replacement teacher (that is not being held for a unit member returning from leave of absence) after October 31 shall be posted during the following May posting period. Site selections shall be made within thirty (30) calendar days of the date that site administrators are provided with the names of eligible bidders by Human Resource Services Division. In cases where site selections are not made within the established timelines, the Human Resource Services Division will assign qualified unit members according to seniority.~~

## 12.2.2. Priority Consideration Assignments Following the Post.

12.2.2.1. Positions available immediately following the ~~May~~ Annual Post shall first be offered in seniority order to qualified unit members who are in priority consideration status and who were not assigned during the Annual Post. Human Resources will implement the following process for these placements:

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~~a-12.2.2.1.1.~~ Human Resources will notify employees of the process and timeline the day prior to the distribution of positions.

~~b-12.2.2.1.2.~~ Human Resources will implement an electronic process that allows unit members to rank all available positions for which they are qualified and credentialed in order of preference. ~~Human Resources will assign these unit members in seniority order according to preference.~~ Unit members shall have forty-eight (48) hours to rank the available positions.

~~c-12.2.2.1.3.~~ Human Resources will assign ~~these~~ unit members in seniority order according to preference. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources. A unit member with priority consideration shall be required to accept a position for which ~~he/she is~~ they are qualified and assigned based on this process. The unit member's priority consideration status shall expire upon such placement.

12.2.3. Other Suitable Vacancies. If a unit member is transferred to a vacancy which does not materialize, ~~he/she~~ the unit member 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.

~~12.2.2. 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. No new bids will be accepted after the May Post period closes. If a position on the May Post is delayed or modified, the bid acceptance for that one position will be extended for a like number of days.~~

~~12.2.4. Extended Day Postings. Site administrators shall poll their staffs as to interest and qualifications in accepting an available extended day assignment. The District shall have the right to require extended day assignments for related vacancies (e.g., English/School Newspaper, Science/Science Fair Sponsor, Physical Education/Athletics). When more than one (1) vacancy is posted for a site and more than one (1) unrelated extended day assignment must also be staffed, all of the available extended day assignments will be advertised with each vacancy. Unit members who interview for such vacancies shall indicate their preference of and qualifications for an extended day assignment. In the event a qualified unit member cannot be found to fill a combined vacancy and extended day assignment, the vacancy may be filled at the discretion of the District.~~

~~12.2.5. Awarding of positions will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member meet all state and federal~~

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requirements and has the required credential for the assignment on file with the District at the time of the closing of the posting period.

~~12.2.6. The District may interview and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division. 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 forty eight (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 May Post.~~

~~12.2.8. Unit members who have received a remediation plan or whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure. (Also reference 14.6.3.4.)~~

~~12.2.9. Unit members assigned to a position requiring a Special Education credential shall be limited to transfer only within the Special Education Program during their probationary period with the District. Prior to participating in post and bid and/or submitting a transfer to the new position, the unit member must attain permanent status.~~

~~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, 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.~~

### **Section 12.3: TRANSFER MONITORING COMMITTEE**

~~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~~

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~~spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.~~

12.3.1. Structure. The Parties agree to establish a Transfer Monitoring Committee composed of an equal number of representatives appointed by the Association and representatives appointed by the District.

12.3.2. Purpose. The purpose of this Committee shall be to review and monitor post and bid and excessing procedures as they are implemented and to resolve transfer issues which may arise from time to time during the term of this Agreement.

12.3.3. Authority. The Committee shall have the authority to resolve transfer issues subject to ratification by the Association and the District as appropriate.

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

12.3.5. Annual Transfer Information Request.

~~1.12.3.5.1.~~ At least three (3) work days prior to the opening of ~~May~~ Annual Post and Bid, the District shall provide:

~~a.12.3.5.1.1.~~ Copies of all postings that will be open.

~~b.12.3.5.1.2.~~ A list of all SDEA bargaining unit members serving under a temporary contract for the current school year, which should include the employee's name, current work site, type of temporary contract, credentials, and if the current position has been eliminated in the following school year.

~~c.12.3.5.1.3.~~ A list of all vacant SDEA bargaining unit positions which are planned for elimination for the next school year. For each position, include work site, full time equivalency, subject area, and reason for elimination.

~~d.12.3.5.1.4.~~ A list of all employees who were excessed during the current school year. For each employee include: employee's name, current work site, full time equivalency, subject area being eliminated, reason for excessing, and date of written notification of excessing.

~~e.12.3.5.1.5.~~ A list of all schools in the following areas: priority staffing schools; ~~integration programs;~~ magnet schools; and school reorganizing, closing, or opening for the next school year.

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~~f.12.3.5.1.6.~~ A list of all unit members whom the District currently knows will be on a leave of absence for the following school year and their current work site if applicable.

~~g.12.3.5.1.7.~~ A list of all unit members who have transferred between the start of the second semester of the previous school year to the start of the second semester of the current school year. This report should include the employee's name, previous location, current location, effective date of transfer, and reason for transfer.

~~2.12.3.5.2.~~ Within one (1) month of the close of the May Annual Post and Bid, the District will provide:

~~12.3.5.2.1.~~ A list of unit members who bid on all positions during the Post and Bid;

~~12.3.5.2.2.~~ A routed applicant report; and

~~12.3.5.2.3.~~ A list of unit members selected during May Post and Bid.

~~3.12.3.5.3.~~ By March 1, the District shall provide:

~~a.12.3.5.3.1.~~ The student enrollment estimates/forecasts for the following school year for all District programs and school sites.

~~b.12.3.5.3.2.~~ The current/active District enrollment reports for all District programs and school sites if they are no longer posted on the Pupil Accounting webpage.

~~12.2.12. Voluntary Transfers from May Post and Bid to July 1.~~ Unit members may submit electronic voluntary transfer forms at any time during the year if they wish to voluntarily transfer outside of May Post and Bid. The forms expire annually on July 1.

~~For vacancies reported during this time, Human Resources will send the seven (7) unit member with the greatest seniority, who requested the transfer and have been deemed qualified by Human Resource Services Division. Site administrators may interview and may select one (1) of the seven (7) unit members sent by Human Resources. Voluntary transfers will consider the educational needs of the District and the qualifications and requests of the unit member.~~

~~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. Human Resource Services Division, will have posted electronically a list of

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~~known vacancies. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, including full day or am/pm session, special education blended classroom, unit member calendar, language, and other stated needs.~~

~~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.~~

~~12.2.15. Excessed unit members assigned to central office programs, or other assignments not associated with levels (elementary, middle, or senior high), who have priority consideration will be given priority consideration for available positions for which they hold a current and valid credential. (Note: this language is a result of the grievance G-10-035.)~~

**Section 12.34: EXCEPTION TO POST AND BID PROCEDURES**

12.4.1. Integration Magnet Programs and Priority Staffing Schools. For staffing of all integration magnet program positions (except for initial staffing of magnet schools) and priority staffing schools, the District will select the unit member to fill the vacancy from among all qualified applicants.

12.4.2. 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, Elementary Counselors, Head Counselors, Secondary Counselors, Library Media Teachers, Senior Speech-Language Pathologists, ~~and School Psychologists~~, and Senior School Psychologists. Such vacancies may be posted for a minimum of ten (10) calendar days. Except for Central Office Resource Teacher positions, the District may interview and select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest ~~and~~ District seniority, have applied for the position, and have been deemed qualified by the Human Resource Services Division. Full-time District Counselor position vacancies assigned to two (2) or more work locations will be advertised; however, it is understood that the combination of work locations and the school calendar to which the position is assigned may change from year to year. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

12.4.3. Central Office Resource Teachers. The District may interview and will select from among all Central Office Resource 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~~ is highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

12.4.4. 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~~

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~~Program site. Human Resource Services Division, will have posted electronically a list of known vacancies. A list of known vacancies will be posted electronically and will be emailed to ECE unit members by the Human Resource Services Division.~~ Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, including full day or am/pm session, special education blended classroom, unit member calendar, language, and other stated needs.

12.4.4.1. Unit members assigned to an Early Childhood Education Program are also entitled to participate in regular post and bid procedures established in this ~~Section~~ Article.

**~~Section 12.4: COLLEGE AND CAREER TECHNICAL EDUCATION (CCTE) TRANSFERS~~**

12.4.5. College and Career Technical Education (CCTE) Transfers.

12.4.5.1. It is understood that regular contract positions which include a partial CCTE assignment will be posted in accordance with Section 12.2.

12.4.5.2. Vacant positions funded exclusively by the CCTE Program shall be filled first by qualified CCTE unit members who are in excess status.

12.4.5.3. Transfers to fill positions funded exclusively by the CCTE program will be processed through the College, Career and Technical Education Department. Postings of known, funded vacancies in this program shall be distributed to all CCTE unit members. CCTE unit members who wish to transfer into such vacancies may file a request to transfer. The District may interview and will select from seven (7) CCTE unit members who have filed a request to transfer, and have been deemed qualified. A qualified CCTE 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.

12.4.5.4. CCTE unit members will also be entitled to participate in regular post and bid procedures established in Section 12.2.

12.4.5.5. CCTE unit members who are to be offered a Probationary 0 contract for the following school year shall receive the offer no later than March 15 of the current school year, concurrent with the notice of expiration of their current employment contract, unless prevented by unforeseen circumstances.

**~~Section 12.5: CENTRAL OFFICE RESOURCE TEACHERS~~**

~~The District may interview and will select from among all Central Office Resource Teacher applicants who have been deemed qualified by the Human Resource Services Division. All~~

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advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school are highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

**Section 12.6: INTERN ACCESS TO POST AND BID**

12.4.6. Intern Access to Post and Bid. As vacant positions not filled by contract unit members become available, interns who successfully complete their specific intern program shall be provided the opportunity to interview, along with other qualified candidates in the May Annual Post period.

**Section 12.75: 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. Administrative transfers provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14 — Evaluation or Article 33 — Letters of Reprimand and Suspensions.~~

~~The reason(s) for administrative transfer shall not be arbitrary or capricious. Administrative transfers cannot be based on a bargaining unit member's actions that are protected (e.g. Association meetings, representing SDEA members at conferences, working to rule, etc.) When a bargaining unit member's action is not protected, the site administrator is to determine if the action can be addressed through Article 14 — Evaluation or Article 33 — Letters of Reprimand and Suspensions. When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 33, the unit member will be entitled to the following elements of due process and the procedure outlined below will be followed.~~

~~The unit member will be entitled to the following elements of due process:~~

~~12.7.1.1. Due Process~~

~~12.7.1.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefor.~~

~~12.7.1.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.~~

~~12.7.1.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.~~

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~~12.7.1.1.4. Administrative transfers may be appealed through the grievance procedure.~~

~~12.7.1.2. Administrative Transfer Process~~

~~12.7.1.2.1. It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions that lead to the consideration of an administrative transfer must be based on the negative impact of the behavior/action and in the best interests of the District, school, pupils, and the unit member.~~

~~12.7.1.2.2. There must be a factual basis for the contemplated transfer. The site administrator's belief is to be based on negative impacts at the site that are supported with documentation (evidence).~~

~~12.7.1.2.3. Notice: If the site administrator believes there is evidence to support the possible administrative transfer, the site administration shall meet with the bargaining unit member to discuss the behavior/actions, its negative impact and the possible consequences of continuing the behavior. Specifically, the possibility of an administrative transfer must be discussed:~~

~~a. During this conference, the site administrator shall notify the bargaining unit member of expectation(s) for future behavior(s) and a time frame to meet those expectation(s).~~

~~b. In addition, as appropriate, the site administrator will inform the bargaining unit member of supports that will be provided to mitigate the behavior/action.~~

~~c. Throughout this process, the site administrator shall create a written record of the conferences and interventions with the bargaining unit member. The written record shall not be placed in the site or central office personnel files of the bargaining unit member. The unit member shall receive copies of all documentation and have the right to respond.~~

~~12.7.1.2.4. When the site administrator determines they will recommend an administrative transfer, the unit member shall receive notification as required in Section 12.7.1.1.~~

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~~12.7.1.2.5. The division administrator makes final determination on the recommendation. If the recommendation is approved, the division administrator will notify the bargaining unit member in writing:~~

~~a. This notification shall occur at least three (3) workdays in advance of the transfer as required by Section 12.9.1.~~

~~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.~~

*The Parties agree that staffing adjustments during the school year disrupt instructional stability and can negatively impact students and educators. In order to improve stability at sites and minimize involuntary transfers during the school year, it is the Parties' intention to explore a process which would allow for staffing adjustments to be made based on actual enrollments prior to the start of the school year. It is the desire of the Parties to begin phasing out involuntary transfers based on enrollment during the school year in the 2024-2025 school year.*

~~12.5.1. Reduction of Staff. Involuntary transfers to reduce staff may be made at the end of the school year based upon enrollment estimates and during the year based upon actual enrollments. The supervisor shall determine the level (TK-3, 4-6), the subject area, or program to be reduced. Elementary site administrators shall poll their staffs as to qualifications for an interest in changing levels.~~

~~12.5.1.1. 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 program, or level within the last nine (9) years, or at least one (1) school year within the last five (5) years, and is deemed qualified by the Human Resource Services Division may exercise seniority rights within that other subject, level, or program.~~

~~12.5.1.2. When October enrollment justifies, a unit member may be returned to his/her/their 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.~~

~~12.5.1.3. Counselors who are deemed in excess shall be placed on an interview list and considered for vacant counseling positions during the next school year.~~

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12.5.1.4. Unit members being transferred during the year under the provisions of Section ~~12.7.3-12.5.1.~~ shall be transferred using the following process:

~~a.12.5.1.4.1.~~ Human Resources will notify employees of the process and timeline the day prior to the distribution of positions.

~~b.12.5.1.4.2.~~ Human Resources will implement an electronic process that allows unit members to rank all available positions for which they are qualified and credentialed in order of preference. ~~Human Resources will assign these unit members in seniority order according to preference.~~ Unit members shall have forty-eight (48) hours to rank the available positions.

~~c.12.5.1.4.3.~~ Human Resources will assign ~~these~~ unit members in seniority order according to preference. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources.

12.5.2. Extended-Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended-day service may be involuntarily transferred if ~~he/she~~ they 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 ~~12.7.1-12.5.5.~~ unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.

12.5.3. Indispensable Services. Unit members in key positions may be protected from involuntary transfer. Key positions are: (1) those positions where there is no available and qualified unit member on site to fill the position, or (2) one of the following positions:

12.5.3.1. Gifted teaching positions requiring special credentials or District Certification.

12.5.3.2. Special Education positions requiring Special Education credentials and Resource Specialists.

12.5.3.3. Elementary Library Media Teachers, Secondary Library Media Teachers, and Head Media Center Librarians.

12.5.3.4. Bilingual and English as a Second Language positions.

12.5.3.5. Continuation (Opportunity School) positions.

12.5.3.6. District Reading teachers.

12.5.3.7. Inschool Counselors and Senior School Psychologists.

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12.5.3.8. Senior High positions involving extended-day pay.

12.5.3.9. Itinerant unit members and unit members budgeted to divisions other than Office of Instructional Support.

12.5.4. ~~Class Reorganization~~. Unit members will not be ~~reassigned~~ ~~involuntarily transferred~~ due to declining enrollment after October 31, except in the case of severe declining enrollments caused by circumstances beyond the District's control.

12.5.5. 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~~ they shall file with the appropriate division head a written request stating the reason(s) for such a transfer. Administrative transfers provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14 – Evaluation or Article 33 – ~~Letters of Reprimand and Suspensions~~ Discipline.

The reason(s) for administrative transfer shall not be arbitrary or capricious. Administrative transfers cannot be based on a bargaining unit member's actions that are protected (e.g. Association meetings, representing SDEA members at conferences, working to rule, etc.). When a bargaining unit member's action is not protected, the site administrator is to determine if the action can be addressed through Article 14 – Evaluation or Article 33 – ~~Letters of Reprimand and Suspensions~~ Discipline. When the bargaining unit member's action is neither protected nor addressable through Article 14 or Article 33, the unit member will be entitled to the following elements of due process and the procedure outlined below will be followed.

~~The unit member will be entitled to the following elements of due process:~~

12.5.5.1. Due Process

12.5.5.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefore.

12.5.5.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.

12.5.5.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.

12.5.5.1.4. Administrative transfers may be appealed through the grievance procedure.

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### 12.5.5.2. Administrative Transfer Process

- 12.5.5.2.1. It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions that lead to the consideration of an administrative transfer must be based on the negative impact of the behavior/action and in the best interests of the District, school, pupils, and the unit member.
- 12.5.5.2.2. There must be a factual basis for the contemplated transfer. The site administrator's belief is to be based on negative impacts at the site that are supported with documentation (evidence).
- 12.5.5.2.3. Notice: If the site administrator believes there is evidence to support the possible administrative transfer, the site administration shall meet with the bargaining unit member to discuss the behavior/actions, its negative impact and the possible consequences of continuing the behavior. Specifically, the possibility of an administrative transfer must be discussed:
- ~~a-~~12.5.5.2.3.1. During this conference, the site administrator shall notify the bargaining unit member of expectation(s) for future behavior(s) and a time frame to meet those expectation(s).
- ~~b-~~12.5.5.2.3.2. In addition, as appropriate, the site administrator will inform the bargaining unit member of supports that will be provided to mitigate the behavior/action.
- ~~e-~~12.5.5.2.3.3. Throughout this process, the site administrator shall create a written record of the conferences and interventions with the bargaining unit member. The written record shall not be placed in the site or central office personnel files of the bargaining unit member. The unit member shall receive copies of all documentation and have the right to respond.
- 12.5.5.2.4. When the site administrator determines they will recommend an administrative transfer, the unit member shall receive notification as required in Section ~~12.7.1.1-~~12.5.5.1.
- 12.5.5.2.5. The division administrator makes final determination on the recommendation. If the recommendation is approved, the division administrator will notify the bargaining unit member in writing:

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- a.~~12.5.5.2.5.1.~~ This notification shall occur at least three (3) workdays in advance of the transfer as required by Section ~~12.9.1-12.6.1.~~

**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, 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 Information Request.~~

- ~~1. At least three (3) work days prior to the opening of May Post and Bid, the District shall provide:
  - ~~a. Copies of all postings that will be open.~~
  - ~~b. A list of all SDEA bargaining unit members serving under a temporary contract for the current school year, which should include the employee's name, current work site, type of temporary contract, credentials, and if the current position has been eliminated in the following school year.~~
  - ~~c. A list of all vacant SDEA bargaining unit positions which are planned for elimination for the next school year. For each position, include work site, full time equivalency, subject area, and reason for elimination.~~
  - ~~d. A list of all employees who were excessed during the current school year. For each employee include: employee's name, current work site, full time equivalency, subject area being eliminated, reason for excessing, and date of written notification of excessing.~~
  - ~~e. A list of all schools in the following areas: priority staffing schools; integration programs; magnet schools; and school reorganizing, closing, or opening for the next school year.~~
  - ~~f. A list of all unit members whom the District currently knows will be on a leave of absence for the following school year and their current work site if applicable.~~~~

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- ~~g. A list of all unit members who have transferred between the start of the second semester of the previous school year to the start of the second semester of the current school year. This report should include the employee's name, previous location, current location, effective date of transfer, and reason for transfer.~~
- ~~2. Within one (1) month of the close of the May Post and Bid, the District will provide a routed applicant report and a list of unit members selected during May Post and Bid.~~
- ~~3. By March 1, the District shall provide:
  - ~~a. The student enrollment estimates/forecasts for the following school year for all District programs and school sites.~~
  - ~~b. The current/active District enrollment reports for all District programs and school sites if they are no longer posted on the Pupil Accounting webpage.~~~~

**Section 12.96: RIGHTS OF TRANSFERRED UNIT MEMBERS**

- 12.6.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer. Unit members transferred under the provisions of ~~12.7.3. Section 12.5.1.~~ for the following school year will receive a written notification prior to the start of May the Annual Post and Bid.
- 12.6.2. Preparation for Moving. Release time should be provided for unit member(s) being transferred. Unit members shall be provided oOne (1) day of duty free moving/preparation/orientation time at their current school and one (1) day shall be provided at the receiving school. If a unit member elects to move/prepare on a non contract day, they shall be provided up to two (2) days of pay at the unit member's daily rate of pay.
- 12.6.3. Custodial Services. Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.
- 12.6.4. Support Plan. Unit members involuntarily transferred to teach in a credential area they have not taught in the past five (5) years, or who are being moved more than two (2) grade levels, shall be entitled to request a support plan in accordance with Section 8.17.2.

**Section 12.107: 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.

- 12.7.1. Whenever a new school is to be opened, an effort will be made to identify at least fifty percent (50%) of the expected vacancies at least four (4) months prior to the scheduled opening.

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12.7.2. Selection of the staff for the new school shall be by the post and bid system as follows:

12.7.2.1. First Post (as soon as practicable). Up to fifty percent (50%) of the expected positions will be posted. The District will select the unit members to fill the vacancy from all ~~d~~District applicants deemed qualified by the Human Resource Services Division.

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

**Section 12.418: 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. Remaining vacancies may be filled by the District in accordance with Section 12.2.

**Section 12.429: SCHOOL CLOSING**

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

**Section 12.4310: 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 12.4411: INITIAL STAFFING OF MAGNET SCHOOLS**

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

- 12.11.1. Request a transfer to other schools in the District.
- 12.11.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.
- 12.11.3. Be transferred under the provisions of Section ~~12.7.3-~~12.5.1., Reduction of Staff.

**Section 12.4512: MULTIPLE ASSIGNMENT POSITIONS**

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

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12.12.1. The District shall identify and post all authorized multiple assignments as in Section ~~12.2.2.~~ 12.2.1.2.

12.12.2. Unit members affected by assignment consolidation shall:

12.12.2.1. Request a transfer to other schools or multiple type assignments within the District, or

12.12.2.2. Bid on any vacancies for which they are qualified, or

12.12.2.3. Be transferred under the provisions of Section ~~12.7.3.-12.5.1.~~, Reduction of Staff.

12.12.3. Qualified unit members in the affected multiple assignments will receive priority consideration over ~~district-wide~~ applicants for the same positions. Unit members whose most recent assignment included all or part of the new multiple assignment shall receive priority consideration for placement within the new multiple assignment.

12.12.3.1. Small school sites within the same complex are not considered multiple assignment positions for the purposes of this ~~section~~.

12.12.3.2. 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.

12.12.3.3. 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~~13: ITINERANT UNIT MEMBER PREFERENCES**

12.13.1. 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. The program manager/department head shall utilize the process created by each program in accordance with Section ~~12.16.4.~~ 12.13.4.

12.13.2. 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.

12.13.3. The program/department head shall provide itinerant unit members and the Program Governance Team with information regarding the assignment combinations anticipated for the ensuing school year by May 1.

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12.13.4. In accordance with the provisions set forth herein, each program/department, in consultation through the program’s governance team with all itinerant staff, will develop its own system for making assignments, based on the program’s unique needs. Assignments for the ensuing school year, contingent on student enrollment, and categorical/grant funding, will be made by the program manager/department head by the last workday of the Board-adopted traditional school calendar.

**Section 12.1714: SENIOR SPEECH-LANGUAGE PATHOLOGISTS AND SCHOOL PSYCHOLOGISTS**

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

**Section 12.1815: EXPEDITED TRANSFER GRIEVANCE PROCEDURE**

12.15.1. All transfer grievances are appealable directly to Step 2.

12.15.2. If necessary, when requesting the panel of arbitrators, Labor Relations shall request to receive a list of arbitrators who are available within sixty (60) calendar days.

12.15.3. Except as stated in Sections 12.15.1. and 12.15.2. above, all other terms and provisions of Article 15 apply to expedited transfer grievances.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* April 11, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Acacia Thede* April 10, 2023  
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Acacia Thede Date  
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:  
*Kyle Weinberg* April 11, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Abdul Sayid* April 11, 2023  
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Abdul Sayid Date  
Executive Director

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023  
REVISED – June 1, 2023**

**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, at every level, and agree to work together whenever possible to identify and obtain sources of funding for such purposes.

**Section 13.2: ELEMENTARY**

**13.2.1. Universal Transitional Kindergarten (UTK)**

13.2.1.1. Staffing: UTK classrooms shall be staffed with one (1) Transitional Kindergarten (TK) teacher and one (1) Early Childhood Education (ECE) Teacher.

13.2.1.2. Class Size: UTK classrooms shall have no more than twenty-four (24) students in each class.

**13.2.2. Elementary Staffing Allocations.** Staffing of regular classes at each elementary school will be determined by the following formula:

TK - Grade 3 enrollments

24.00 = Number of primary grade teachers  
(rounded to nearest tenth)

Grade 4 - 6 enrollments

32.13 = Number of upper grade teachers  
(rounded to nearest tenth)

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

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

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

13.2.45. Grades K-3 classes shall not exceed twenty-nine (29) pupils for more than thirty (30) calendar days. In Grades K-3, site administration shall make every effort possible, in collaboration with affected educators, to create class sizes no larger than twenty-seven (27). ~~Grades TK-6 4-6~~ classes shall not exceed thirty-five (35) pupils for more than thirty (30) calendar days.

13.2.56. The District and the Association acknowledge that as a condition of receiving the additional funding grant for TK-3 class size reduction under the Local Control Funding Formula (LCFF), the District is required to make defined progress toward maintaining an average class size enrollment of not more than twenty-four (24) pupils for each school site in TK/K and grades 1 through 3, inclusive, upon full implementation of LCFF (currently 2020). Through this ~~a~~ Agreement the District is committed, in Section 13.2.1.2, to a cap of twenty-four (24) pupils for UTK classrooms, and in Section 13.2.34, to an average class size enrollment for K-3 classes at each school site of no more than twenty-four (24) by the end of the seventh week of each school year. In the event the annual audit process or any other review process puts the District’s receipt of LCFF grade span adjustment funding at risk, the District and the Association intend to ensure the receipt of this funding through the application of Section 13.2.23. of that school year.

~~13.2.6. In the 2021-2022 school year, the District shall allocate eighty six (86) full time equivalent multiple subject teachers, above and beyond the District’s final Fall 2021-2022 multiple subject teacher allocation, for the purpose of reducing elementary class sizes. The additional staffing allocations shall be directed to the most impacted school sites, as determined by the District based on class size overages, anticipated student enrollment, and priority school staffing needs.~~

**Section 13.3: SECONDARY**

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

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

13.3.2. Individual teacher’s academic classes shall be no more than thirty-six (36) pupils each.

13.3.3. 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

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music, business education, and physical education may exceed the average size established for other classes.

- 13.3.4. 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.
- 13.3.5. The District shall continue to provide the Association with continuous access to the District's class size data reporting system.
- 13.3.6. A unit member's secondary physical education classes (excluding athletic periods) enrollment per period ~~(i.e., total student enrollment/number of PE periods), over an eight (8) week period,~~ shall average no more than not exceed fifty (50) pupils for more than thirty (30) calendar days, but in no case shall any class exceed sixty (60) pupils for any number of days.

**Section 13.4: CASELOADS FOR SCHOOL NURSES, ELEMENTARY COUNSELORS AND SECONDARY COUNSELORS**

The District recognizes the positive contribution school nurses and counselors make to the instructional program. The District shall staff school sites based on the following formulae.

13.4.1. School Nurses

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

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

13.4.1.2. Comprehensive high schools shall have a minimum of 1.0 FTE school nurse.

13.4.1.3. Elementary schools with Medically and Physically Challenged (MPC) classrooms shall have a minimum of 1.0 FTE school nurse.

13.4.1.34. ~~In the 2021-2022 school year~~ In the event there are no school nurse vacancies at school sites, the District shall allocate eight (8) additional nursing FTE, 2020-2021 staffing level, to provide centralized school nurse staffing as needed follows, in consultation with the Program Governance Team, shall prioritize the staffing of additional school nurses including but not limited to the following areas:

13.4.1.4.1. Up to Five (5) FTE for vision screening

13.4.1.4.2. Up to Two (2) FTE for hearing screening

13.4.1.4.3. Up to One (1) FTE for immunization program support

13.4.1.4.4. Additional nursing FTE for itinerant support.

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13.4.1.45. The District shall maintain an open/active school nurse posting, and shall make every effort to recruit and hire a minimum of sixteen (16) additional full-time school nurses during the 2021-2022 school year in order to meet the staffing requirements under Section 13.4.1.

13.4.1.26. Additional nursing staff may be provided based on acuity. District administration and the Program Governance Team will collaboratively look at site student needs such as pupil disabilities, medical procedures and medications, level of self-care, and school-wide visits to the health office, and shall make acuity-related recommendations by October 1 March 1 of each year to the Class Size Monitoring Committee. Student acuity-related needs will be reviewed on a monthly basis by the Class Size Monitoring Committee Program Governance Team.

13.4.2. Elementary Counselors. Beginning in the 2023-2024 school year, Elementary Counselor allocation shall be increased pursuant to the chart below to ensure students receive weekly social-emotional learning lessons.

<u>Actual Enrollment</u>	<u>Counselor Days Per Week</u>	<u>Position Equivalent</u>
<u>1 – 493-250</u>	<u>1.0-2.0</u>	<u>.20-.40</u>
<u>494 – 726-251 - 375</u>	<u>1.5-3.0</u>	<u>.30-.60</u>
<u>727 – 960-376 - 500</u>	<u>2.0-4.0</u>	<u>.40-.80</u>
<u>961 – 1,195-501 - 625</u>	<u>2.5-5.0</u>	<u>.50-1.0</u>
<u>1,196 – 1,429-626 - 750</u>	<u>3.0-6.0</u>	<u>.60-1.2</u>
<u>1,430 – 1,663-751 - 875</u>	<u>3.5-7.0</u>	<u>.70-1.4</u>
<u>1,664 – 1,896-876 - 1,000</u>	<u>4.0-8.0</u>	<u>.80-1.6</u>
<u>1,897 – 2,131-1,001 - 1,125</u>	<u>4.5-9.0</u>	<u>.90-1.8</u>
<u>2,132-1,126 and Above</u>	<u>5.0-10.0</u>	<u>1.00-2.0</u>

13.4.2.1. Effective in the 2021-2022 school year, nNo Elementary Counselor shall be assigned to more than two (2) sites.

13.4.3. Secondary Counselors. Secondary counselors shall be allocated based on the Counselor/pupil caseload set forth below. Effective in the 2021-2022 school year, aAny assignment portion that is less than a 1.0 allocation shall round up to the nearest 1.0 allocation.

Total Enrollment/481 (Middle Schools)  
 Total Enrollment/459 (Senior High)

**Section 13.5: RESTORATIVE JUSTICE PRACTICES STAFFING**

13.5.1. For the 2023-2024 and 2024-2025 school years, comprehensive secondary schools will be assigned the equivalent FTE to support restorative justice practices at the school, as follows:

13.5.1.1. Comprehensive, non-atypical middle schools will be assigned two (2) release periods to support restorative justice practices at the school.

13.5.1.2. Comprehensive, non-atypical high schools, K-8, and K-12 schools will be assigned one (1) release period to support restorative justice practices at the school.

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**Section 13.56: ONLINE LEARNING**

13.56.1. Online Learning Self-Paced Courses: Effective July 1, 2018, aUnit members who teach self-paced online coursework shall not have more than one hundred eighty (180) students on their roster.

13.56.2. Independent Study Based Online Schools: Independent study schools offering online learning as the main form of instruction, shall adhere to class sizes as outlined in Section 13.2 (Elementary) and Section 13.3 (Secondary) of this Agreement.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* June 5, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

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*Drew Rowlands* June 5, 2023  
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Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

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*Abdul Sayid* June 7, 2023  
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Abdul Sayid Date  
Executive Director

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*Kyle Weinberg* June 5, 2023  
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Kyle Weinberg Date  
President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 8, 2023**

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**ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES**

The Parties intend to continue to collaborate on the creation, and roll out of an Educators Effectiveness and Empowerment (E3) Growth and Development model. In order to prepare for the full implementation of E3, the Parties shall convene a joint labor-management committee to assess the E3 model to ensure that learning, implementing, and maintaining the E3 model is manageable for all involved parties.

For the 2023-2024 school year, educators shall have the option to participate in either the E3 model or Alternative Evaluation in lieu of the Stull evaluation process pursuant to the Side Letter reached on May 18, 2023.

The District and the Association ~~continue to collaborate on the development and implementation of a new evaluation model and agree to reopen negotiations on this Article 14 – Performance Evaluation Procedures during the term of this Agreement.~~

**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 ~~the~~ District goals.

**Section 14.2: PERFORMANCE EVALUATION**

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

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

~~a.~~ 14.2.1.1. The unit member has permanent status;

~~b.~~ 14.2.1.2. The unit member has been employed by the District for at least 10 years;

~~c.~~ 14.2.1.3. The unit member is “highly qualified” under NCLB (if occupying a position that requires this status);

~~d.~~ 14.2.1.4. The unit member’s previous evaluation rating was effective;

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~~e.14.2.1.5.~~The unit member and the member's evaluator agree to a cycle of up to five (5) years. Agreement on a five (5) year evaluation shall be decided on an individual basis, and shall not be based on arbitrary or capricious reasons; and

~~f.14.2.1.6.~~Either the unit member or the evaluator may withdraw consent at any time, but the stated reason or cause shall not be arbitrary or capricious.

Unit members participating in the alternative evaluation process described in Section 14.7. may deviate from this schedule and a unit member participating in the National Board Certification Program shall be exempted from routine performance evaluation procedures in Sections 14.1. through 14.6. during the period of time when ~~he/she is~~ they are 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.14.3.1.1.1.~~ Progress of pupils toward established standards.

~~b.14.3.1.1.2.~~ Instructional techniques and strategies.

~~c.14.3.1.1.3.~~ Adherence to curricular objectives.

~~d.14.3.1.1.4.~~ Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

~~e.14.3.1.1.5.~~ 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.14.3.1.2.1.~~ Provision of specialized support/services to pupils and other unit members.

~~b.14.3.1.2.2.~~ Provision of services/resources to school sites to support school, division, and ~~d~~District objectives.

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~~e-14.3.1.2.3.~~ Performance of supervisory and advisory duties as may be prescribed by the appropriate supervisor.

~~d-14.3.1.2.4.~~ 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-14.3.2.2.1.~~ 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 (1) of these two (2) objectives shall reflect ~~d~~District/site goals.

~~b-14.3.2.2.2.~~ Secondary. Secondary classroom unit members shall select at least one (1) objective which reflects ~~d~~District/site goals in a subject area within their major or minor teaching field or teaching assignment.

~~e-14.3.2.2.3.~~ Non-classroom. 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.)

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- 14.4.1. Third Party Recommendations. Should agreement not be achieved between the evaluator and the evaluatee as to the areas of evaluation, performance objectives and standards, evaluation elements, evaluation criteria, support requirements, or ongoing plans for evaluating performance status, recommendations from a third party shall be solicited.
- 14.4.2. Third Party Selection. The evaluator and the evaluatee shall attempt to mutually agree upon the third party. Failing agreement, the matter shall be referred to the evaluator's supervisor who shall select an appropriate third party from any of the following categories of job classifications: teacher, specialist, consultant, coordinator, director, or assistant director, or other parties as agreed. If the dispute involves an evaluatee who is a Counselor, School Nurse, Speech-Language Pathologist, or School Psychologist, the third party shall be credentialed in the same area as the evaluatee. The third party shall make recommendations to the evaluatee and the evaluator.
- 14.4.3. Final Decision Responsibility. If the recommendations of the third party do not resolve the disagreement, the evaluator's supervisor 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 ~~the~~ District policies and procedures, the availability of equipment and materials identified by ~~the~~ District standardized lists for the program being evaluated, and ~~the~~ 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 devices may only be used to record conferences, classroom instruction or meetings involving unit members and their supervisors ~~unless~~ if agreed to by all Parties. (See Appendix I)

**Section 14.6: EVALUATION PROCESS/TIMELINES**

14.6.1. Pre-evaluation

- 14.6.1.1. During the first four (4) weeks of pupil attendance, the evaluator shall hold a staff meeting to review the evaluation procedures, distribute and explain copies of all evaluation forms, make available the ~~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~~ their evaluation.

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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:

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~~a-14.6.3.2.1.~~ The specific areas where improved performance is necessary.

~~b-14.6.3.2.2.~~ 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.

~~e-14.6.3.2.3.~~ The evaluator's role in assisting the evaluatee in achieving improved performance.

~~f-14.6.3.2.4.~~ A timeline for monitoring the evaluatee's performance.

~~e-14.6.3.2.5.~~ 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-14.6.4.1.1.~~ On or before the third Friday in February for second year probationary unit members.

~~b-14.6.4.1.2.~~ 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/their evaluation.

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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~~ their 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.

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- 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 ~~4~~District standards, use of appropriate instructional techniques and strategies, adherence to curricular objectives, establishment and maintenance of a suitable learning environment and performance of non-instructional duties and responsibilities including supervisory and advisory duties. Participation in this process assumes compliance with the requirements of the Education Code.
- 14.7.2.4. Final Evaluation. At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the agreed-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion in the evaluatee's file.
- 14.7.2.5. Modification of Evaluation Plan. Upon mutual agreement between the evaluatee and the evaluator, the evaluation plan may be modified or the evaluatee may change to the regular evaluation process. In the event of a change to the regular evaluation process, appropriate timelines and objectives will be mutually established in accordance with appropriate sections of this Agreement.
- 14.7.2.6. Intent of Alternative Evaluation Sections. All sections of Article 14 apply to participants in the alternative evaluation process with the exception of Sections 14.3.2. and 14.6. Whenever the evaluator determines that any aspect of the evaluatee's evaluation may be less than satisfactory, the provisions of Section 14.6.1. and 14.6.3. will apply.

## **Section 14.8 NEW EVALUATION MODELS**

The Association and the District share a mutual interest in improving the evaluation process to ensure the process is one that focuses primarily on growth and development. Both Parties recognize the difficulty and complexity of classroom teaching and non-classroom services. Both Parties recognize that a growth and development evaluation process entails a reflective, meaningful professional discourse that will lead to growth experience for all unit members. To this end, the Parties agree to the following:

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

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

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

14.8.2. Phase 2: Pilot Implementation at Selected Schools/Programs

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

14.8.2.2. At the pilot schools/programs the model evaluation criteria and performance indicators will, as a pilot program, replace the Elements of Evaluation in ~~Article Section~~ 14.3. of the current ~~a~~Agreement. All other elements of the evaluation process delineated in ~~Articles Sections~~ 14.2. through 14.6. will remain in effect at the pilot schools.

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

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

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

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

14.8.3. Phase 3: Recommendations to the Bargaining Parties

14.8.3.1. Based on the work of the joint committees, including but not limited to feedback received from participants in the pilot evaluation process at the pilot schools, on or before April 15 of the pilot implementation school year, each committee shall submit recommendations to the District and the Association regarding implementation of new

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evaluation systems/processes for instructional and non-instructional personnel, including any recommended amendments to Article 14 of the ~~collective bargaining a~~ Agreement. The committees shall convene at least once after the submission of recommendations, and prior to the end of the school year, to discuss potential new or modified recommendations based on feedback received after the initial submission of recommendations.

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

## **Section 14.9: SPECIAL EVALUATIONS**

14.9.1. 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:

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

14.9.1.2. 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 14.9.7.)

14.9.2. 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.

14.9.3. 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.

14.9.4. 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.

14.9.5. Counseling and Assistance. In consultation with the evaluatee and the appropriate ~~d~~District personnel, the evaluator will develop a written plan which includes:

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

14.9.5.2. 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 in-service training sessions, and/or central office assistance.

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

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- 14.9.5.4. The evaluator's role in assisting the evaluatee in achieving improved performance.
  - 14.9.5.5. Constraints, if any, to be included on the Evaluation Worksheet.
  - 14.9.5.6. Provide regular updates of the evaluatee's progress in achieving improved performance. These updates shall be provided in writing.
  - 14.9.5.7. The evaluator will consult with the appropriate department head in the development of special evaluation objectives for itinerant nurses and district counselors.
- 14.9.6. 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:
- 14.9.6.1. 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 14.9.5.

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.

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

~~a.~~14.9.6.2.1. The supervisor:

1)14.9.6.2.1.1. Reviews unit member's performance.

2)14.9.6.2.1.2. Provides unit member with copy of mid-year evaluation report.

3)14.9.6.2.1.3. 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)14.9.6.2.1.4. If performance is not improved, may proceed with appropriate action as necessary.

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14.9.6.3. 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-~~14.9.6.3.1. The evaluator:

1)14.9.6.3.1.1. Completes and signs part D of evaluation worksheets and retains for site records.

2)14.9.6.3.1.2. 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)14.9.6.3.1.3. If performance is satisfactory, the evaluation is complete.

4)14.9.6.3.1.4. 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)14.9.6.3.1.5. Forwards the summary evaluation report to the ~~Department of~~ Human Resource Services Division, ~~Certificated~~, through divisional channels.

14.9.7. 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 14.9.6.) 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.

14.9.8. 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 ~~D~~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 ~~D~~District personnel file.

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**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 ~~the~~ 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~~ they have read such material by signing and dating the original record. It is understood that ~~his/her~~ their 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. Performance evaluations or materials of a derogatory nature shall ~~not only be~~ transmitted by electronically mail/internet. after two (2) attempts to provide the material to the unit member in person. If in person delivery is unsuccessful and the material is sent electronically, measures shall be taken to maintain confidentiality, and a copy shall also be mailed to the unit member's address on file with the District.

**Section 14.12: COMPLAINTS**

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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~~ their 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 District personnel for resolution at the lowest possible level. It is the intention of all Parties to resolve concerns at the lowest possible level. Complaints against unit members whether initiated at the site level or at the Education Center by a parent, another employee or a member of the community will be called promptly to the unit member's attention and the identity of the complainant will be made known to the unit member.

14.12.3. 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. If all Parties do not agree, the supervisor may meet separately with the complainant and the unit member if mutually agreed in an attempt to resolve the complaint.

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

b) 14.12.4.1.3.2. The unit member shall be entitled to representation by a representative of ~~his/her~~ their 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.

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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 ~~the~~ 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.

14.12.5. The application of any provision of this ~~s~~Section which would conflict with state or federal law is subject to ~~Article~~ Section 36.2.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
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\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 19, 2023  
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\_\_\_\_\_  
Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 19, 2023  
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Abdul Sayid Date  
Executive Director

DocuSigned by:  
*Kyle Weinberg* May 19, 2023  
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Kyle Weinberg Date  
President

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## **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. Upon mutual agreement, either party may bring an additional participant to the Step One meeting.

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

- 15.4.1. If a satisfactory resolution of the problem is not reached through the informal discussion process, the grievant shall have the right to file a grievance with his/her supervisor or other appropriate district administrator. The grievance shall be filed within fifteen (15) workdays, from the date the grievant learned of, or reasonably should have known of, the act or omission giving rise to the grievance.
- 15.4.2. The grievance shall be filed on a form jointly developed by the District and the Association and made available by the Association or the Labor Relations Division.

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

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

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

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

- 15.5.2. The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- 15.5.3. A conference shall be scheduled and conducted within twenty (20) workdays by the appropriate administrator in the Labor Relations Division or designee 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 Labor Relations Division or designee shall render a proposed written decision, copies of which shall be sent to the grievant's immediate supervisor and the Association.

**Section 15.6: STEP FOUR - ARBITRATION**

- 15.6.1. If a grievance is not resolved at Step Three, the Association may request a hearing before an arbitrator. The request shall be filed in the Labor Relations Division or designee within fifteen (15) workdays after the written decision of the division representative becomes effective.
- 15.6.2. Within five (5) workdays after receipt of a request for arbitration, the Labor Relations Division or designee and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the Labor Relations Division or designee shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. If no agreement is reached, the cost of any filing fees shall be split evenly between the Parties. The arbitrator shall be chosen by allowing each Party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the Party to strike first shall alternate between the Association and the District.
- 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 Labor Relations Division, or designee grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step Three.
- 15.8.6. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 15.8.7. Wherever under this grievance procedure documents are required to be served or filed on one party by another and are personally delivered they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered. Grievance documents required to be served or filed on one party by another do not require a "Proof of Service" if sent by United States mail with first class postage properly affixed, transmitted electronically or by e-mail or facsimile. The date of United States postage stamp or date and time stamp of electronic transmission shall serve as proof of document submission.

The Proof of Service shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Association or the Labor Relations 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 grievant or witnesses.

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

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

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

## **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 District and/or the Association an assignment authorizing deduction of unified membership 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 (1/10th) of such dues from the pay warrant of the unit member each month for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Education Code Section 45060 in the implementation of dues deductions.

### **Section 16.2: DUES AUTHORIZATIONS**

The Association certifies it has and will maintain individual employee authorizations, therefore the Association shall not be required to submit to the District a copy of the employee's written authorization in order for the payroll deductions described in this Article to be effective, unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the District for any claims made by the employee for deductions made in reliance on its notification.

### **Section 16.3: PAYMENT OF MONIES**

With respect to all membership dues deducted by the District pursuant this Article, 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 16.4: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS**

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. 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.

### **Section 16.5: 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 third party legal claims or challenges which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association, 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 16.6: MISCELLANEOUS**

16.6.1. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues 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. Deductions will start the next full pay period following receipt of the notification of the dues authorization from the Association.

16.6.2. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

16.6.3. In accordance with California Education Code 45060(e), the District shall refer all requests for changes in membership to the Association.

### **Section 16.7: REVOCAION 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 16.8: NON-INTERFERENCE**

The District and the Association further agree not to interfere with the 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 Services Division 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 Services Division shall determine qualification standards applicable to positions and shall determine qualifications of applicants against those standards.
- 17.1.6. The Human Resource Services Division 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 Services Division and records.
  - 17.1.6.3. Recency of experience in specific grade level or subject area, as determined by the Human Resource Services Division and 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 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 Services Division 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 to use full-salary sick leave for personal illness, injury, or exposure to contagious disease as set forth in the Education Code. (Reference Appendix E)

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.

#### **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 SCHOOLSTAFFING**

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 and intersession assignments: Article 8, Hours of Employment (except Section 8.5.2.); Article 9, Health and Welfare Benefits; Article 10, Leave Policies, (except Sections 10.1., 10.3., 10.4., 10.5., 10.15., 10.16., 10.20. and 10.21.); Article 12, Transfer Policies; Article 16, Organizational Security; Article 19, Layoff and Reemployment; Article 21, Job Sharing; Article 23, 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.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 8, 2023**

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**ARTICLE 18. PEER REVIEW AND ENRICHMENT PROGRAM (PREP)**

The Parties intend to continue to collaborate on the creation, and roll out of an Educators Effectiveness and Empowerment (E3) Growth and Development model. In order to prepare for the full implementation of E3, the Parties shall convene a joint labor-management committee to assess the E3 model to ensure that learning, implementing, and maintaining the E3 model is manageable for all involved parties.

For the 2023-2024 school year, educators shall have the option to participate in either the E3 model or Alternative Evaluation in lieu of the Stull evaluation process pursuant to the Side Letter reached on May 18, 2023.

The District and the Association ~~continue to collaborate on the development and implementation of a new evaluation model and~~ agree to reopen negotiations on this Article 18 – Peer Review and Enrichment Program, during the term of this Agreement.

**Section 18.1.1: 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 ~~p~~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.

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**Section 18.2: DEFINITIONS FOR PURPOSES OF THIS PROGRAM**

- 18.2.1. “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.
- 18.2.2. “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.
- 18.2.3. “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 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~~ their 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~~ they have 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 ~~p~~Parties to this ~~a~~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 18.3.1.7.2. 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:

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- 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;
  - 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:

~~(+)~~18.3.1.7.1.1. The estimated expenditures, involving:

~~±~~18.3.1.7.1.1.1. Projected number of Participating Teachers

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~~ii.~~18.3.1.7.1.1.2. Projected number of FTE Consulting Teachers needed to service the projected need

~~iii.~~18.3.1.7.1.1.3. Released time for Panel and Consulting teachers

~~iv.~~18.3.1.7.1.1.4. Pay for Panel is one thousand and five hundred dollars (\$1,500) ~~dollars~~ annually

~~v.~~18.3.1.7.1.1.5. Projected costs for training, administrative overhead, and necessary legal and consulting assistance

~~vi.~~18.3.1.7.1.1.6. Projected costs for assistance of participating teachers

~~vii.~~18.3.1.7.1.1.7. 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;

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- 18.4.1.4. The Peer Assistance and Review Panel (PAR) will develop and implement a process for Consulting Teacher certification. The process will be reviewed annually by the PAR Panel.
- 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 for four (4) years. Following their assignment, incumbent Consulting Teachers may apply for an additional four (4) year term. Incumbent Consulting Teachers who reapply automatically meet the minimum qualifications for the position. Consulting Teachers who have finished a term of service and who are not reselected as a Consulting Teacher will have priority consideration when applying for another position in the District.
- 18.4.6. A Consulting Teacher shall not leave this assignment for another assignment in ~~this~~ the 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;

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18.4.9.4. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teacher's teaching;

18.4.9.5. Attending specific training in specified teaching techniques or designated subject matter; demonstrating good practices to the Participating Teacher; and 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~~ they 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.

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- 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 ~~a~~Article, any reference to the governance team refers to the principal (or designee) and SDEA bargaining unit members of the team.

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- 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 the Association 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.

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- 18.6.4.4.3. Compensation for enrichment activities as set forth in the preceding sSection 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.

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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 ~~a~~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 ~~s~~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 ~~p~~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.

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- 18.7.3. Right of Representation. A Participating Teacher shall have the right to be represented by the Association in any open meetings of the Panel concerning the Participating Teacher and shall be given reasonable opportunity to present ~~his/her~~ their 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 ~~a~~Article shall be strictly confidential. Therefore, members and Consulting Teachers may disclose such information only as necessary to administer this ~~a~~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 ~~a~~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).

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 19, 2023  
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 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 19, 2023  
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 Abdul Sayid Date  
 Executive Director

DocuSigned by:  
*Kyle Weinberg* May 19, 2023  
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 Kyle Weinberg Date  
 President

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## 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 25, 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.



**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**October 6, 2022**

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**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 ~~(4)~~ percent (1%) 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.

**Section 21.3: COMPENSATION AND FRINGE BENEFITS**

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

21.3.2. Job sharing unit members shall be entitled to accumulate days of service from year to year, up to the equivalent of a minimum of one hundred and thirty-eight (138) days over a two (2) year period

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for service credit purposes. The one hundred and thirty-eight (138) days is seventy-five percent (75%) of a one hundred and eighty-four (184) day work year.

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.

21.4.2. All job sharing participants will attend all staff meetings, open houses, parent conferences, professional development 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.

**Section 21.8: TERMINATION OF JOB SHARE**

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

21.8.1.1. The provisions of Article 12.7.3. Reduction of Staff and 12.7.4. Indispensable Services, will apply. This means: if sufficient positions at the site are available, no one is in excess. If sufficient positions are not available, the member of the total staff to be in excess is determined by the cited contract sections.

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

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21.8.2.1. Unless agreement is stipulated between the unit members in the job share agreement, the unit member with the greater seniority will have rights to the position.

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

21.8.3. It is also understood that unit members serving in job share assignments, who were previously at the site, with a Reduced Workload unit member, will have rights listed in ~~21.8.2.1.~~ 21.8.1. above.

21.8.4. Unit members serving in job share assignments, who came from a different site, sharing with a Reduced Workload unit member will be afforded all rights in ~~21.8.2.2.~~ 21.8.2. above with the exception that the Reduced Workload member will have rights to the position.

21.8.5. All unit members serving in job share assignments with a Reduced Workload partner will be afforded all rights in Article 21.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli*                      October 7, 2022  
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Jessica Falk Michelli  
Executive Director, Labor Relations

DocuSigned by:  
*Acacia Thede*                                      October 7, 2022  
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Acacia Thede  
Chief Human Resources Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid*                                      October 7, 2022  
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Abdul Sayid  
Executive Director

DocuSigned by:  
*Kyle Weinberg*                                      October 7, 2022  
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68800B5262E8427...                      Date  
Kyle Weinberg  
President

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## ARTICLE 22. BILINGUAL/ESL TEACHERS

### Section 22.1: 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 22.2: 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 (e.g., IEPs, 504s, SST), and school wide activities (e.g., 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 22.3: 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 22.4: IN-SERVICE 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 22.5: 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 22.6: 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 23. YEAR-ROUND SCHOOLS**

### **Section 23.1: YEAR-ROUND SCHOOLS**

- 23.1.1. 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.
- 23.1.2. 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.
- 23.1.3. Unit members who are required to attend meetings or activities during off-track days shall be appropriately compensated.
- 23.1.4. Support services for year-round schools shall be comparable with services provided to schools on traditional calendar.
- 23.1.5. 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 23.2: APPLICATION OF EDUCATION CODE 44908**

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

## **ARTICLE 24. EDUCATION REFORM AND SHARED DECISION-MAKING**

### **Section 24.1: STATEMENT OF INTENT**

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

In order to support this engagement process, the District and the Association agree to participate in a facilitated process during the term of this Agreement to review and revise the current shared decision-making process. This process would result in recommendations to revise current Board Policies, develop models for collaborative practice with high-functioning school site and program governance teams, ensuring accountability so that the shared decision-making process forwards the goal of ensuring all students are within the sphere of success.

- 24.1.1 Programs referenced in this Article and this Agreement shall include but not limited to existing Program Governance Teams: Psychologists, Speech/Language, Adaptive Physical Education, Early Childhood Special Education, Visually Impaired, Deaf/Hard of Hearing, Counseling, and Nursing.
- 24.1.2 During the period of the facilitated process referenced in Section 24.1., the creation of a new proposed Program Governance Team not listed in Section 24.1.1. shall be referred to the Contract Administration Committee (CAC). Decisions by the CAC regarding the request to form a new Program Governance Team shall be made by a majority vote.

### **Section 24.2: EDUCATION REFORM**

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

- 24.2.1. Involving staff members and stakeholders in decision-making at school sites and programs.
- 24.2.2. Devising new systems of accountability for school sites and programs.
- 24.2.3. Organizing and staffing schools in new ways.
- 24.2.4. Altering schedules and learning activities to accommodate different levels of student learning.
- 24.2.5. Involving school staff members and program staff members in budget development.
- 24.2.6. Encouraging greater interaction between staff members and stakeholders.

### **Section 24.3: CONTRACT WAIVERS**

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

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

**Section 24.4: SHARED DECISION-MAKING**

The District and the Association share a fundamental and profound commitment to providing the highest quality education possible to the students of our district. To this end, the Parties believe that the quality of decision-making is best when the process is closest to and includes all stakeholders on school site governance teams, which should include parents, community representatives, administrators, certificated staff members, classified staff members, and when appropriate, students. The stakeholders in each school community have the best information to design and implement effective strategies for the continuous improvement of student achievement. It is fully recognized that through their collaborative vision and efforts, students benefit academically, socially and emotionally. Shared decision-making is the process which brings 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 decision-making enriches the instructional program by bringing together a variety of perspectives in the quest to improve student achievement. To this end, school sites and program governance teams shall adhere to the following:

- 24.4.1. Unless otherwise restricted by law, district policy or procedure, contracts, or agreements with other employee groups, the scope of authority of a governance team shall include improvement of the instructional program as its main focus and shall be set forth in the school site governance document.
- 24.4.2. Each school site and program governance team shall have a written governance document which includes provisions which define the makeup of the governance team, the scope of authority, the decision-making process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 24.4.3. Conflicts or differences of interpretation which may arise regarding implementation of shared decision-making processes at the school site may be submitted by a unit member(s) to the Contract Administration Committee for resolution.
- 24.4.4. The school site 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. School site budgets, when not restricted by categorical restraints, may be used to support governance team activities.
- 24.4.5. The association representative or designee shall be a voting member of the School Site Governance Team, unless waived by a secret ballot vote of two-thirds (2/3) of the unit members at a school site.
- 24.4.6. The Contract Administration Committee will facilitate the development and implementation of training for school site and program governance team members.
- 24.4.7. Whenever possible meetings shall occur at a time reasonable for stakeholders to attend. If a school site or program governance team meeting is scheduled at a time when an SDEA member assigned to that school site or program has other duties, that unit member shall have the right to be released to attend the meeting if there are any agenda items that directly affect that unit member's work.

**Section 24.5: DECISIONS REGARDING STAFFING**

- 24.5.1. School Site Governance.
  - 24.5.1.1. Whenever a school site governance team contemplates the elimination of an existing bargaining unit position, the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.
  - 24.5.1.2. School sites contemplating the elimination of an existing bargaining unit position must complete the shared decision-making process during the school year preceding the year when such decision is proposed to become effective. The decision must be made no later than the submittal deadline for school site budgets, but within five (5) workdays before the opening of the May Post and Bid.
  - 24.5.1.3. 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.

#### 24.5.2. Program Governance

- 24.5.2.1. Whenever a program contemplates changes to existing assignment locations excluding the provisions of Article 12.16., the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.

#### **Section 24.6: PILOT SCHOOLS**

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

- 24.6.1. Any school site or independent group of certificated unit members may submit a proposal provided that the proposal receives the support of at least two-thirds (2/3) of the certificated unit members on the existing staff of the school site or cluster at which the pilot is proposed, by secret ballot vote, as well as evidence of the support of parents and classified staff at the site or cluster.
- 24.6.2. At a minimum, pilot school proposals shall address the focus, design and goals of the instructional program; the standards against which the school's progress will be measured; the staff development necessary to improve instructional practices; the manner in which the school shall be organized and governed; the SDEA contract and district policies/procedures from which the school requests to be exempted and the reasons therefore.
- 24.6.3. Pilot schools shall remain subject to all local, state and federal laws governing school districts and to those portions of the SDEA contract and district policies and procedures established in compliance with such laws. Pilot schools shall also remain subject to the District's Employment Regulations For The Classified Service and the provisions of existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.
- 24.6.4. The Contract Administration Committee shall develop criteria for evaluating proposals, timelines and any necessary additional requirements and procedures relating to this Section and shall be responsible for establishing a process for monitoring and evaluating the pilot schools.
- 24.6.5. Those pilot school proposals recommended for implementation by the Contract Administration Committee shall be subject to the formal approval of the Association and the Board of Education.
- 24.6.6. Pilot schools shall require approval on a year-to-year basis by mutual agreement of the Parties.

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

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

##### 24.7.1. Professional Learning Communities (PLC)

- 24.7.1.1. PLCs shall be unit member directed, principal facilitated, and student focused.
- 24.7.1.2. A calendar of PLC Professional Development shall be provided to unit members no less than thirty (30) calendar days prior to the scheduled date. In the event changes to the calendar become necessary, unit members will be notified as soon as possible.
- 24.7.1.3. After consultation with the site administrator, a PLC team may attend District offered Professional Development as part of their PLC.



24.7.2. Assessments

24.7.2.1. The District and the Association agree that testing should be meaningful and useful and that the over-reliance on high-stakes standardized testing is undermining educational quality and equity.

24.7.2.2. Site based assessments plans shall be created collaboratively with teachers and site administrators.

24.7.2.3. The District shall post opt-out information for parents on the District website that will inform, though not encourage, parents of their right to opt their students out of state testing.

## **ARTICLE 25. CONTRACT ADMINISTRATION COMMITTEE**

### **Section 25.1: 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 25.2: 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. In addition, the Committee shall also address the following issues as required by the Collective Bargaining Agreement:

- 25.2.1. Problems related to access to district premises as defined in Section 5.3.
- 25.2.2. Problems related to the use of association leave for association business as set forth in Section 5.4.3.
- 25.2.3. Negotiate the District's Master Calendar as established in Section 8.2.2.
- 25.2.4. Receive and act upon requests from unit members whose application for donated sick leave has been denied as specified in Section 10.22.
- 25.2.5. Review Site Security Plan Criteria as set forth in Sections 11.6.2.
- 25.2.6. Problems relating to implementation of dress codes (if any) as set forth in Section 11.12.
- 25.2.7. Receive any recommendations regarding the Transfer Monitoring process established in Section 12.2.11.
- 25.2.8. 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 Sections 13.3.5.
- 25.2.9. Negotiate impacts and effects of layoff as established in Section 19.2.2.
- 25.2.10. Receive and act upon any proposed contract waivers as established in Section 24.3.
- 25.2.11. Implement provisions of Article 24 which are assigned to the CAC, including resolution of site shared decision-making disputes in accordance with Section 24.4., contract and procedure waivers as defined in Section 24.5., implementation of pilot schools as established in Section 24.6., and facilitate the development and implementation of governance team training as established in Section 24.4.
- 25.2.12. Receive and act upon the report of the Intern Coordination Committee as established in Section 26.7.
- 25.2.13. Receive and act upon recommendations from the Joint Special Education Committee as provided for in Section 29.2.

### **Section 25.3: AUTHORITY**

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

### **Section 25.4: MEETING SCHEDULE**

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

### **Section 25.5: COMMUNICATION**

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

**Section 25.6: CAC TASK FORCES**

Task forces and committees may be created whenever, as an outgrowth of discussions between the parties, it is mutually agreed that an issue or concern should be explored through this process. These task forces and committees shall report their recommendations directly to CAC regarding these issues or concerns.

- 25.6.1. Each task force or committee will be jointly chaired by a district and association appointee. The co-chairs will be responsible for scheduling meetings and agenda planning.
- 25.6.2. Each task force will meet with a specific written charge as developed by the CAC. At the request of either task force co-chair, CAC members will attend the task force meeting to identify or clarify focused areas for the task force to consider.
- 25.6.3. Parties will appoint their representatives and communicate such appointment in a timely manner.
- 25.6.4. Members of each task force will be provided necessary release time to complete the task during their regular work day.
- 25.6.5. Each task force will be assigned a scheduled completion date. Each task force will report monthly to CAC regarding its progress.
- 25.6.6. The parties agree that each will work with its appointed members to rectify problems related to scheduling, attendance, or participation in the completion of the written charge.

**ARTICLE 26. INTERN PROGRAM**

**Section 26.1: 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 26.2: INTERN PROGRAM INFORMATION**

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

**Section 26.3: 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 an 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 26.4: INTERN EMPLOYMENT**

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

**Section 26.5: 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:

- 26.5.1. Interns may be offered positions in July following the placement of all credentialed and contracted unit members. Positions appearing on the May Post that receive no bids may be filled by interns.
- 26.5.2. All positions held by interns will be posted after the completion of the internship during the regular posting periods. Interns are eligible to apply to continue in their position.

**Section 26.6: 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 26.7: 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:

- 26.7.1. To provide linkages between the various intern programs.
- 26.7.2. To review and coordinate the support provided to interns in the various programs.

- 26.7.3. To review the intern programs and make recommendations to the CAC regarding expansion, continuation and/or modifications to the programs.
- 26.7.4. The joint Intern Coordination Committee will work collaboratively with universities to develop procedures relating to assignment, evaluation and termination of interns.
- 26.7.5. New intern programs proposed by the District will be reviewed in collaboration with the joint Intern Coordination Committee.
- 26.7.6. To monitor the number of interns employed by the District.

**Section 26.8 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 27. NON-DISCRIMINATION**

### **Section 27.1: 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 or ethnicity, age, gender, gender identity, gender expression, sexual orientation, nationality, religion, disability, or any other protected class, or for participation or non-participation in Association activities.

### **Section 27.2: SAFE LEARNING ENVIRONMENT**

The District and the Association are committed to providing all students with a safe learning environment where everyone is treated with respect and no one is physically or emotionally harmed based on an actual or perceived attribute that includes but is not limited to race, religion, national origin, ethnic group identification, mental or physical disability, or any other distinguishing characteristics, through professional development, training, and resources for educators.

## **ARTICLE 28. JOINT COMMITTEES**

### **Section 28.1: 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 28.2: 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:

- 28.2.1. Calendar Committee established in Section 8.2.1.
- 28.2.2. Elementary Preparation Time Committee established in Section 8.6.2.
- 28.2.3. Health and Welfare Benefits Committee established in Section 9.6.
- 28.2.4. Transfer Monitoring Committee established in Section 12.2.11.
- 28.2.5. Standards, Curriculum, Staff Development, and Student Assessment Committee established in Section 24.7.
- 28.2.6. Intern Coordination Committee established in Section 26.7.
- 28.2.7. Joint Special Education Committee established in Section 29.2.
- 28.2.8. Visiting Teacher Committee established in Section 32.7.
- 28.2.9. Certificated Salary Evaluating Committee established in Appendices A, F and G - Salary Rules 5.00.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023**

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**ARTICLE 29. SPECIAL EDUCATION**

**Section 29.1: SPECIAL EDUCATION CASELOADS**

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

29.1.1. Definitions.

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

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

29.1.1.3. “Co-teaching”, or having two teachers in the classroom, is used in the District to provide an inclusive setting for students with IEPs while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support. When possible, schools sites shall provide additional preparation time to special education teachers who are assigned to co-teach.

29.1.1.4. “Case Manager” is defined as the employee assigned as the case manager in the District system to active and enrolled students who have a locked event.

29.1.2. Education Specialist: Mild/Moderate Teacher.

29.1.2.1. An Education Specialist Mild/Moderate teacher shall serve as a case manager for no more than twenty (20) students. When an Education Specialist Mild/Moderate teacher is the case manager for twenty-one (21) or more students for more than ten (10) consecutive work days and the site has balanced students between the case managers-site’s overall Education Specialist: Mild/Moderate allocation is insufficient to maintain all Education Specialist: Mild/Moderate caseloads at twenty (20) or below, the site will receive a proportional staffing allocation. Education Specialist Mild/Moderate teachers assigned for this purpose of reducing caseloads shall be subject to Article 29.1.2.3. limiting the number of sites assigned.

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29.1.2.2. After a case manager has a full caseload pursuant to Section 29.1.2.1. and ~~completes~~ has been assigned four initial academic and/or PPPSS-assessments in ~~that a~~ school year, ~~the District shall either assign any additional initial academic and/or PPPSS assessments shall be assigned to a case manager at the site who is not at full caseload or who has not been assigned four initial academic assessments in the school year or to temporary staff.~~ If all other case managers at the site are at full caseload and have been assigned four initial academic assessments in the school year, the site shall submit a request to the District for temporary staff to complete the additional assessments. If and temporary staff is not provided within ten (10) workdays, the District will provide either release time or the option to be paid the non-classroom hourly rate, up to eight (8) hours, for each additional initial and/or PPPSS assessment. The choice of pay or release time per this Section shall be at the unit member's discretion.

29.1.2.3. Education Specialist Mild/Moderate teachers shall not be assigned to more than three (3) school sites at one time. This does not include teachers assigned to the Central Office.

29.1.2.4. For reduction of staff as defined in Article 12.7.3. and for recency of experience as defined in Article 12.7.3.1., all unit members who hold the job code of Resource Specialist and Education Specialist-Mild/Moderate will be considered the same.

29.1.2.5. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally.

29.1.2.6. Class Size for Separate Setting Classes

~~29.1.2.6.1.~~ Effective in the 2021-2022 school year, the District will maintain separate class instruction settings at twelve (12) students.

29.1.3. Education Specialist: Moderate/Severe Teacher.

29.1.3.1. Effective in the 2021-2022 school year, the District will maintain caseloads for Education Specialist: Moderate/Severe teachers at twelve (12). When an Education Specialist Moderate/Severe teacher is the case manager for more than twelve (12) students for more than ten (10) consecutive work days and the site's overall Education Specialist: Moderate/Severe allocation is insufficient to maintain all Education Specialist: Moderate/Severe caseloads at twelve (12) or below, the site will receive an additional staffing allocation.

29.1.3.2. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally.

29.1.4. Other Special Education Caseloads.

29.1.4.1. The District shall maintain caseloads or class sizes as set forth below:

29.1.4.1.1. Deaf and Hard of Hearing (DHH/Deaf Education): 10

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- 29.1.4.1.2. Speech Language Pathologists (SLP), Elementary and Secondary levels: 55 students with IEPs. At the Elementary level this caseload is inclusive of a maximum of five (5) speech improvement and five (5) RtI cases; however, students with IEPs will be given priority for services.
- 29.1.4.1.3. Speech and Language Pathologists (SLP), Early Childhood and Universal Transitional Kindergarten: 40 students with IEPs; this caseload is inclusive of a maximum of five (5) RtI cases; however, students with IEPs will be given priority for services.
- 29.1.4.1.4. The caseload of the SLPs serving ~~both school-age and preschool children students covered by both Sections 29.1.4.1.2 and 29.1.4.1.3~~ shall be reduced proportionally ~~to reflect the amount of the SLP's assignment devoted to preschool.~~
- 29.1.4.1.5. During the 2023-2024 school year, the Parties shall convene a committee, inclusive of District administrators and SDEA representatives, to make recommendations on a workload model for Speech-Language Pathologists that are research based and best serve student needs. The committee shall present recommendations to the Parties' bargaining teams to be utilized in the Parties' next round of successor bargaining.
- 29.1.4.1.5~~6~~. In an effort to ensure equity in SLP caseload, the District will present the itinerant assignments for the following year to the SLP program governance team for discussion and input prior to May 1<sup>st</sup>.

29.1.4.2. 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 29.2. Such unit members having concerns about workload may refer them to the Committee.

#### 29.1.5. Caseload Monitoring

- 29.1.5.1. In the event the District switches IEP management systems, the Parties shall meet at least fifteen (15) workdays prior to teacher training in order to discuss any necessary modifications to the terminology in Section 29.1.1.4.
- 29.1.5.2. Caseloads will be monitored on a regular basis, consistent with general education class size monitoring, to ensure compliance with this ~~the collective bargaining a~~Agreement. Additionally, individual educators who are over caseload shall be able to report such overage.

#### 29.1.6. Equitable Distribution of Workload

- 29.1.6.1. Caseloads shall be equitably distributed at each school site not by equal caseload numbers, but based on the application of the Elements of Special Education Workload identified and defined in ~~this~~ Section 29.1.7.

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29.1.6.2. Workloads shall be equitable at school/work sites. ~~The requirement that workloads be equitably distributed at work/school sites,~~ based on application of the Elements of Special Education Workload in Section 29.1.7.

29.1.6.3. The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, she/he may meet together with the administrator to discuss the situation and collaboratively resolve the concern. In such cases, the workload formula form in Appendix L shall be completed by the teachers at the school/work site and shall be used as a basis for determining the most equitable workload distribution at that site.

29.1.6.4. In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 29.1.6.3. above, then the concern may be presented for resolution to the Joint Special Education Committee.

#### 29.1.7. Elements of Special Education Workload

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

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

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

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

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

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

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

#### 29.1.8. General Provisions of Services

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

29.1.8.2. Parentally Placed Private School Students (PPPSS) assessments shall be assigned to District managed PPPSS assessment team(s). In the event that the District managed

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PPPSS assessment team is unable to complete a portion of the PPPSS assessment by the mandated deadline, that portion shall be assigned as follows:

29.1.8.2.1. Any appropriately credentialed unit member and/or retiree who voluntarily chooses to complete that portion of the PPPSS assessment shall be paid hourly at the pro-rata rate of pay.

29.1.8.2.2. The Joint Special Education Committee will monitor and shall develop a plan for completion of PPPSS assessments that are not completed by the District assessment team(s) or volunteers as described in 29.1.8.2.1.

#### 29.1.9. IEP Meetings

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the eight (8)-hour workday referenced in Section 8.5., and that no more than three (3) meetings, per unit member, per month extend beyond the six (6) hour and thirty-five (35) minutes on-site workday referenced in Section 8.5.4. After securing prior approval from the unit member's supervisor to schedule the meeting beyond the eight (8)-hour workday, unit members shall be compensated at their pro-rata rate for any required IEP meetings that take place beyond the eight (8)-hour work day.

#### **Section 29.2: JOINT SPECIAL EDUCATION COMMITTEE**

A Joint Special Education Committee comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District shall meet to consult on and discuss Special Education issues. The Committee shall meet on a monthly basis throughout the school year, with a schedule of meetings mutually determined for the subsequent school year by the final meeting of the preceding school year. Meeting locations and meeting chair responsibilities shall rotate between the District and the Association.

#### **Section 29.3: WORKLOAD PROBLEM RESOLUTION**

Unit members are encouraged to seek resolution to workload concerns with their immediate supervisor as a first step. If it is determined by the Committee in Section 29.2. that concerns exist relative to programmatic workloads as described in this Article, the Committee shall explore all possible solutions.

#### **Section 29.4: EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM (ECSE)**

29.4.1. Part Day ECSE Caseloads. Teachers in the Early Childhood Special Education Program will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. Each time a new student above the sixteen (16) student limit is identified, a conference between the teacher, an association representative if requested, and the ECSE administrator will occur. Consideration will be given to paraprofessional hours, composition of class and facilities and the outcome will be mutually agreed upon. Some classes will reach their maximum numbers before others due to geographic location, but caseloads will be equalized as the year progresses.

29.4.2. Full Day ECSE Caseloads. Separate setting full day ECSE classroom maximums shall be no more than twelve (12) students. However, the District shall make effort to maintain these classes at no more than ten (10) students.

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29.4.3. ECSE Preparation Time. During the 2023-2024 school year, the Parties will convene a group inclusive of District administrators and SDEA representatives to work on modifications to the ECSE program and with the goal of reestablishing a weekly schedule that includes both direct and indirect service days to students in ECSE classrooms by the start of the 2024-2025 school year.

Preparation time for ECSE teachers during the 2023-2024 school year will be provided in accordance with a separate side letter.

**Section 29.5: LOW INCIDENCE PROGRAMS**

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

**Section 29.6: CONFORMANCE WITH EDUCATION CODE**

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

**Section 29.7: SUPPORTING STUDENTS WITH IEPs IN THE GENERAL EDUCATION CLASSROOMS**

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

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

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

29.7.3. The District shall provide, and the unit members shall have an opportunity to participate in appropriate in-service learning opportunities for general education unit members assigned to work with students with IEPs. Training will be customized for teachers and other unit members based on the following factors: grade level and subject matter taught, service delivery models, and students' areas of disabilities. Appropriate release time shall be provided for the unit members who participate in the special education training referred to in this section. Training that takes place

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outside of the unit member’s regular contract service (the basic 8-hour day and/or 40-hour week) shall be compensated at the workshop rate.

29.7.4. The District shall propose job descriptions for all certificated Special Education unit member positions. However, no later than thirty (30) work days after the Board approval of this Agreement, the District shall propose job descriptions for the Education Specialist and Resource Specialist positions.

29.7.5. No later than thirty (30) work days from Board approval of this Agreement, the parties shall convene a committee comprised of five (5) members appointed by the District, five (5) Special Education Educators appointed by the Association, and five (5) members of the Special Education Community Advisory Committee parents selected by the Special Education Community Advisory Committee to review and discuss appropriate supports for students with disabilities in the Least Restrictive Environments. This shall include, but not be limited to, an operational description of the change of placement process and discussion about the continuum of service options. The committee shall make a report to the Superintendent no later than one (1) year from the Board approval of this Agreement.

**Section 29.8: ADEQUATE SPACE**

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

**Section 29.9: ITINERANT STAFFING**

The District and the Association recognize the contribution of itinerant staff assigned to the Adaptive Physical Education, Visually Impaired, and Physically Handicapped programs and of school psychologists, and other certificated specialized assignment staff, assigned to work with students with special education pupils needs. As the population of students receiving Special Education services increases, the District will make every effort to minimize the workload impact. The Special Education Division will work with itinerant staff to minimize the impact and equalize workloads. The District will not reduce the following full-time equivalents (FTE’s) below:

	<u>Program</u>	<u>FTE’s</u>
29.9.1.	Adaptive Physical Education	32.5
29.9.2.	Visually Impaired	11.5
29.9.3.	Physically Handicapped	8.0
29.9.4.	School Psychologists	95.0

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~~The District shall add 12.0 FTE School Psychologist positions for the 2021-2022 school year, for a total of 135.8 FTE, in accordance with grievance settlement G-FY19-027.~~

~~During the 2021-2022 school year, the Parties shall convene a committee to make recommendations on an allocation formula and staffing ratios for School Psychologists that are research based and best serve student needs. The committee shall present recommendations to the Parties' bargaining teams to be utilized in the Parties' next round of successor bargaining which shall commence no later than February 1, 2022, unless the Parties mutually agree on an alternative date.~~


**Section 29.10: SCHOOL PSYCHOLOGIST STAFFING RATIOS**


29.10.1. In order to support School Psychologists to expand their role using the ten domains of practice recommended by the National Association of School Psychologists (NASP), the following formula and staffing ratios based on projected enrollment shall be effective as follows:

<u>Level</u>	<u>Staffing Ratio</u>
<u>Elementary School</u>	<u>2023-2024 School Year: 1.0 FTE : 950 Students</u> <u>2024-2025 School Year: 1.0 FTE : 900 Students</u>
<u>Middle School</u>	<u>2023-2024 School Year: 1.0 FTE : 950 Students</u> <u>2024-2025 School Year: 1.0 FTE : 900 Students</u>
<u>High School with 1,600 students or less</u>	<u>2023-2024 School Year: 1.0 FTE : 950 Students</u> <u>2024-2025 School Year: 1.0 FTE : 900 Students</u>
<u>High School with more than 1,600 students</u>	<u>2023-2024 School Year: 1.0 FTE : 1,000 Students</u>


29.10.2. The initial implementation of Section 29.10.1 will be phased in as any needed increased staffing is hired with priority placement based on Title I ranking.


FOR THE DISTRICT:

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 May 26, 2023  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

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 May 26, 2023  
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 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

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 Abdul Sayid Date  
 Executive Director

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 Kyle Weinberg Date  
 President

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## **ARTICLE 30. CHARTER SCHOOLS**

The Parties agree to develop a collaborative approach to ensure that all students attending publicly funded schools within the San Diego Unified School District are provided a quality education and that all schools are held to the same standards of accountability, equity, and transparency.

### **Section 30.1: EDUCATIONAL AND COMMUNITY IMPACT**

30.1.1. As part of the authorization process for a new charter school or reauthorization of an existing charter school the District shall consider the educational and community impact to our school communities.

### **Section 30.2: NON-DISCRIMINATION**

30.2.1. The District shall annually review the enrollment policies and procedures of all authorized charter schools to ensure that they do not contain, and that the schools do not engage in, any illegal or exclusionary admissions policies or practices that may discourage enrollment.

30.2.2. In conjunction with the renewal of a charter school petition, a report of student suspensions and expulsions disaggregated by race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, ELL students, and foster children shall be prepared and made available to the public, to the extent permitted by law.

### **Section 30.3: STUDENT SAFETY**

30.3.1. The District shall provide an annual report of all schools located in facilities that are not Field Act compliant. This report shall be made available to the public.

### **Section 30.4: CHARTER SCHOOL CO-LOCATION**

30.4.1. As part of its process to evaluate Proposition 39 facility requests, the District shall consider the educational and community impact of any proposed co-locations.

30.4.2. The District shall provide the Association with a list of any charter schools recommended for a Proposition 39 preliminary offer for co-location.

30.4.3. The District shall ensure that each school identified for a potential charter co-location the following year shall host a parent/community meeting at the impacted school site, no later than March 15. The District shall include general information regarding educational and community impacts of co-location when the District sends the invitation for the meeting. Potential specific impacts to the school site will be discussed at the meeting.

30.4.4. The District agrees that before presenting any preliminary facilities offers the District shall verify that at least eighty (80) students, per Proposition 39, are projected to be enrolled in the charter school for the following school year.

30.4.5. Should any co-located charter school experience declining enrollment while the impacted District campus is experiencing enrollment growth, the District will examine the campus configuration during its annual Proposition 39 process to determine a process and timeline for potentially returning currently co-located space back to the impacted District school.

30.4.6. The parties agree to establish a Co-location Work Group. The Work Group shall be comprised of five (5) Association Representatives and five (5) District representatives. The Work Group will study the impacts of co-location on school sites with respect to the implementation of Proposition 39.

30.4.6.1. The Work Group shall convene no fewer than three (3) times during the 2018-2019 school year.

30.4.6.2. The Work Group may make recommendations to the Superintendent regarding co-location no later than June 1 of the 2019 school year.



## **ARTICLE 31. 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 31.1: MAXIMUM PARTICIPATION**

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

### **Section 31.2: ELIGIBILITY**

- 31.2.1. 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.
- 31.2.2. 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.
- 31.2.3. 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 31.3: 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 31.4: CONDITIONS OF PARTICIPATION**

- 31.4.1. 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.
- 31.4.2. 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.
- 31.4.3. Unit members participating in the Reduced Workload Program will earn sick leave on a prorata basis.
- 31.4.4. 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.
- 31.4.5. 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.
- 31.4.6. 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.
- 31.4.7. 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)

31.4.8. 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 31.5: 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 (2) 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 31.6: 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 31.7 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.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**April 27, 2023**

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**ARTICLE 32. VISITING TEACHERS**

**Section 32.1: DEFINITIONS**

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

**Section 32.2: WAGES**

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

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

32.2.3. A visiting teacher serving at sixth grade camp for the entire week will be compensated at a special daily rate of pay equal to twenty percent (20%) higher than ~~his/her~~ their applicable daily rate of pay.

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

**Section 32.3: HOURS**

32.3.1. Unless otherwise specified at the time a visiting teacher accepts an assignment, the hours of employment for a visiting teacher shall be the same as for the unit member ~~he/she is~~ they are 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.

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32.3.2. As available, a qualified substitute shall be provided in the long-term absence of a non-classroom unit member, except ~~district-central office~~/in-school resource teacher absences which will be considered on a case-by-case basis. The District shall make efforts to maintain a pool of appropriately licensed and credentialed substitutes for such assignments.

**Section 32.4: ASSIGNMENT**

32.4.1. General.

- 32.4.1.1. Each visiting teacher shall have the opportunity to designate categories of assignments they are willing to accept. This includes geographic areas, level and subject. In addition, the visiting teacher may designate days of availability.
- 32.4.1.2. Each visiting teacher shall be provided with appropriate employment information which shall include an employee orientation, handbook, and other pertinent information necessary for job performance.
- 32.4.1.3. A visiting teacher with a ~~d~~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. Visiting teachers shall only be compensated for confirmed jobs that are canceled as a result of a pending investigation, if the results of the pending investigation do not result in termination of the visiting teacher.

32.4.2. Site Support.

- 32.4.2.1. Upon reporting to a school site, visiting teachers shall be provided with access to ~~copies of~~ the school site discipline procedures and relevant site emergency procedures.
- 32.4.2.2. Each site shall provide the visiting teacher with specific assignment information including, but not limited to, lesson plans, seating charts, bell schedules, school maps, classroom discipline plans, staff roster of key personnel, attendance procedures, and other appropriate information.
- 32.4.2.3. Visiting teachers shall have reasonable access to site support services, such as copiers and supplies, relating to their assignment.

32.4.3. Assignment Procedures.

- 32.4.3.1. Visiting teachers shall be assigned based on the following priorities:
  - ~~a-~~32.4.3.1.1. The visiting teacher is qualified by credential, skills or experience, and
  - ~~b-~~32.4.3.1.2. The visiting teacher has been requested by a specific unit member, or
  - ~~e-~~32.4.3.1.3. 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.

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

**Section 32.5: EVALUATION**

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

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

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

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

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

32.5.6. Elements of Evaluation.

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

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

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

32.5.6.1.3. Instructional techniques and strategies.

32.5.6.1.4. Adherence to curricular objectives.

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

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

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

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

32.5.6.2.2. Provision of services/resources to school sites to support school, division and ~~d~~District objectives.

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

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32.5.6.2.4. Applicable classroom visiting teacher elements of evaluation.

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

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

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

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

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

32.5.8. Procedures for Long-Term Evaluations.

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

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

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

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

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

32.5.9. Appeals - Day-to-Day and Long-Term Evaluations. Visiting teachers receiving an unsatisfactory rating may appeal the evaluation. Visiting teachers may:

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

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

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

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

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

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

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

32.6.1.1. Appropriate credential

32.6.1.2. Effective performance evaluations

32.6.1.3. Satisfaction of ~~d~~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 ~~d~~District experience.

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

**Section 32.7: VISITING TEACHER JOINT COMMITTEE**

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

32.7.1. Establish its own meeting schedule.

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

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

32.7.4. Address other issues as needed and appropriate.

**Section 32.8: SICK LEAVE**

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

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

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

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

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

**Section 32.9: APPLICATION OF CONTRACT PROVISIONS**

The following ~~a~~ 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~~ Policies
- Article 12       Transfer Policies
- Article 14       Evaluation - Sections 14.2., 14.3., 14.4., 14.5., 14.6., 14.7., 14.8., and 14.9.
- Article 17       Summer School, Sections 17.1., 17.3., 17.5., and 17.6.
- Article 18       Peer Review and Enrichment Program (PREP)

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- Article 19      Layoff and Reemployment
- Article 21      Job Sharing
- Article 26      Intern Program, except Section 26.7.

FOR THE DISTRICT:

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*Jessica Falk Michelli*      April 28, 2023  
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Executive Director, Labor Relations

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Drew Rowlands      Date  
Chief Business Officer

FOR SDEA:

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*Kyle Weinberg*      April 28, 2023  
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Kyle Weinberg      Date  
President

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Executive Director

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## ARTICLE 33. DISCIPLINE

### Section 33.1: 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 33.2: LETTERS OF REPRIMAND

33.2.1. 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.

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

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

33.2.1.3. 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.

33.2.2. In cases of egregious conduct, the supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.

33.2.3. Written reprimands covered by the Article shall be subject to the grievance procedure.

### Section 33.3: EXCLUSIONS

33.3.1. 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 suspensions. These matters shall be governed exclusively by the Education Code.

33.3.2. Suspensions shall be governed by the Education Code. Unit members retain their right to demand a hearing to contest the suspension. The District may implement the suspension prior to any hearing or appeal. Suspensions are not subject to the grievance procedure. If the Administrative Law Judge (ALJ) determines that all or part of the suspension was not justified, applicable backpay shall be provided to the member.

**ARTICLE 34. REVENUE FOR PUBLIC EDUCATION**

The Association and the District shall promote a Board resolution in support of, and to formally advocate for, the position that District schools be funded at a minimum of twenty thousand dollars (\$20,000) per pupil by the year 2020.

## **ARTICLE 35. PARENT TEACHER HOME VISITS PROJECT**

Parent Teacher Home Visits (PTHV) were developed by parents and teachers based upon community organizing principles of empowerment. The goals of the project are to build a stronger partnership between teachers and parents, promote the District, and to work with schools to improve student outcomes. This Article pertains only to home visits conducted pursuant to the PTHV project.

### **Section 35.1: PARENT TEACHER HOME VISITS COMMITMENTS**

- 35.1.1. The parties agree that home visits shall be conducted utilizing the formal PTHV model and its five (5) core practices:
  - 35.1.1.1. Visits are always voluntary for educators and families and arranged in advance.
  - 35.1.1.2. Educators are trained and compensated for visits outside their school day.
  - 35.1.1.3. Focus of the first visit is relationship-building; we discuss hopes and dreams.
  - 35.1.1.4. No targeting – visit all or cross-section of students so there is no stigma.
  - 35.1.1.5. Educators conduct visits in pairs, and after the visit, reflect with their partner.
- 35.1.2. School site participation in PTHV requires support of the site governance team.
- 35.1.3. Unit member participation in the PTHV program requires the following commitments:
  - 35.1.3.1. Completion of a PTHV training, conducted by PTHV staff.
  - 35.1.3.2. Attendance at two (2) formal debrief sessions to be conducted annually.
  - 35.1.3.3. Documentation of visits on a form jointly developed by the District and the Association.
- 35.1.4. This project will focus on the District's high priority schools. The District will reprioritize the use of professional development funds to support this project up to thirty thousand dollars (\$30,000) per year for the 2017-2018 and the 2018-2019 school years.

### **Section 35.2: COMPENSATION**

Certificated unit members who participate in the project shall be paid the hourly Non-classroom Assignment rate (Appendix A, Section 7.011) for home visits. No more than 1.5 hours of the Non-classroom Assignment rate shall be paid for each visit.

### **Section 35.3: ASSESSMENT**

The parties shall work collaboratively to develop a process and methodology for assessment of the impact of PTHV.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023**

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**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 ~~a~~Article or ~~s~~Section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such ~~a~~Article or ~~s~~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 shall become effective on July 1, ~~2020-2022~~ and will remain in effect until June 30, ~~2022~~ 2025, except as follows:

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

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**Section 36.6: REOPENERS**

Either Party may provide written notice to the other on or before January 31, 2024, to reopen negotiations over one (1) identified article in this Agreement, excluding Article 9, Health and Welfare Benefits. Any reopener negotiations pursuant to this Section will be conducted starting in the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

*Intent is that this language is in addition to the language proposed in Section 7.1.3.*

FOR THE DISTRICT:

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Kyle Weinberg Date  
President

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**Tentative Agreement Between  
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**2022 Successor Bargaining**

**April 10, 2023**

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**ARTICLE 37. COMMUNITY SCHOOLS**

**Section 37.1: STATEMENT OF INTENT**

The SDUSD Community Schools Initiative shall be a model for equitable school transformation in the District, as community schools are a proven model to advance racial justice and quality education for our highest-need school communities.

Community schools provide services and support which fit each neighborhood's needs, created and run by the people who know our children best – families, educators, community organizations, local governments, and the students themselves – all working together. Transformational community schools utilize the evidence-based four pillars and four proven practices for community schools implementation established by the California State Board of Education.

37.1.1. The four community schools pillars are:

- 37.1.1.1. Integrated student supports that address out-of-school barriers through the coordination of trauma informed health, mental health, and social services;
- 37.1.1.2. Expanded and enriched learning time and opportunities that include academic support, enrichment, and real-world learning opportunities (e.g., internships, project-based learning);
- 37.1.1.3. Family and community engagement, which involves actively soliciting the expertise and knowledge of family and community members to serve as true partners in supporting and educating students;
- 37.1.1.4. Collaborative leadership practices for educators and administrators that establish a culture of professional learning, collective trust, and shared responsibility for outcomes in a manner that includes students, families, and community members.

37.1.2. The four proven practices for community schools implementation consist of:

- 37.1.2.1. Community needs and assets assessments that engage school and community interest holders in a coherent process of identifying and curating assets and wisdoms throughout the community;
- 37.1.2.2. A full-time community school coordinator who is responsible for the overall implementation of community school processes, programs, partnerships and strategies at

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the school site;

- 37.1.2.3. Site-based and District-wide community schools shared decision-making bodies that engage interest holders including students, staff, families, and community members in determining the focus and direction of the community school effort;
- 37.1.2.4. Integration and alignment where the community schools initiative is cross stitched with other racial justice, education justice and equity initiatives at the District and school site level.

**Section 37.2: TO BUILD TRANSFORMATIONAL COMMUNITY SCHOOLS THE PARTIES AGREE TO THE FOLLOWING**

37.2.1. Site-Based Community School Shared Decision-Making: The needs/asset assessments and community school problem-solving process will be facilitated by the Site Community School Coordinator in partnership with the Site Governance Team.

37.2.1.1. The Site Community School Coordinator in partnership with the Site Governance Team will determine problem-solving teams of school community stakeholders to develop solutions to the issues that emerge from the needs assessment and monitor implementation of solutions.

37.2.2. Schools who express interest in becoming a community school shall be included in eligible grant opportunities. Each community school will be allocated grant funds to support the implementation of solutions to the issues that emerge from the needs assessment. These funds can be used for systematic and ongoing investment in parent/community/youth organizing, outreach, and training; partnership opportunities; and, both curriculum training time and collaborative curriculum planning time for educators, specifically around culturally responsive and community-based curriculum.

37.2.2.1. Community Schools created by or supported by state, federal, or other outside funds shall be sustained to the fullest extent possible if those external funds expire. The District shall continue to maximize community school grant funding opportunities to fund the Community Schools Initiative with resources necessary for staff leadership, project management, technical assistance, coaching, evaluation, staff support, partnerships, and more. This includes resources from the central office to Community Schools with the specific purpose of supporting collaboration, professional development and curriculum planning at the schools.

**Section 37.3: DISTRICT INFRASTRUCTURE FOR SUCCESSFUL COMMUNITY SCHOOLS**

The Parties agree to the following minimum staffing to support the Community Schools Initiative:

37.3.1. Community Schools Site Coach: The District shall establish and maintain a Community Schools Site Coach Project Resource Teacher position. The Community Schools Site Coach shall provide coaching to school staff and Site Governance Teams on the Expanded and Enriched Learning and Collaborative Leadership community school pillars.

37.3.1.1. Assignment/Schedule: Each designated elementary community school will be assigned a 0.2 FTE Community Schools Site Coach Project Resource Teacher position.

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Elementary community schools may share Community Schools Site Coaches between schools. Each designated secondary and K-8 community school will be assigned one (1) preparation/conference period for the Community Schools Site Coach Project Resource Teacher position.

37.3.1.1.1. After completing the needs assessment process, a Community School may elect to increase the FTE for the Community Schools Site Coach Project Resource Teacher position using site-based Community Schools funds.

37.3.2. Community Schools District Coach: The District shall establish and maintain a Community Schools District Coach Central Office Resource Teacher position. The Community Schools Coach shall provide coaching to Community School Site Coaches and Site Governance Teams. There will be one Community Schools District Coach for every five (5) Community Schools Site Coach Project Resource Teacher positions.

**Section 37.4: RACIALLY JUST COMMUNITY SCHOOLS**

The Parties commit to creating racially just and restorative school climates. This includes:

37.4.1. Culturally-Sustaining ~~Responsive~~ and Community-Based Curriculum: The District’s Equity and Belonging Division shall partner with identified Community Schools to perform curriculum audits through a democratic design process of deep engagement with parents, students, educators, and community members to inform curriculum training and planning.

37.4.1.1. The District shall support sites in planning release time for educators to calibrate culturally-sustaining relevant and community-based curriculum with criteria that emerge from the democratic design process referenced above.

FOR THE DISTRICT:

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**Tentative Agreement  
Between  
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**2022 Successor Bargaining**

**May 8, 2023**

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**ARTICLE 38. EXPANDED AFTERSCHOOL OPPORTUNITIES**

**Section 38.1: STATEMENT OF INTENT**

School Site Governance Teams are charged with shared decision-making related to improvement of the instructional program and are composed of parents, students in secondary schools, classified staff, educators and administrators.

**Section 38.2: AFTERSCHOOL PROGRAMMING SHARED DECISION-MAKING PROCESS**

The Parties agree upon the importance of using the shared decision-making process to shape how afterschool programming is implemented in school communities. The following shared decision-making process applies regarding afterschool programming:

- 38.2.1. Each school will engage in an afterschool programming needs assessment. The District shall support school sites with conducting afterschool programming needs assessments that feature deep engagement with parents, students, educators, and community members.
- 38.2.2. A list of afterschool programming options will be provided by the District to school sites annually by May 1, from which Site Governance Teams may determine afterschool programming partners that align with the results of their afterschool programming needs assessment and the goals indicated in the School Plan for Student Achievement (SPSA). To assist with the afterschool programming shared decision-making process, the District will provide interpretation services for Site Governance Teams with language needs when requested with reasonable advance notice.
- 38.2.3. The afterschool programming options provided to school sites shall be age-appropriate and aligned with a whole child educational approach that fosters academic, artistic, mental and physical health development, and which offers opportunities for relationship building and active student engagement in a safe physical and emotional environment.
- 38.2.4. If a school seeks to partner with providers that align with the results of their afterschool programming needs assessment and the site's SPSA goals but are not on the list of afterschool programming options provided by the District, the school can request that the District add providers to the list of afterschool programming options accessible to their school. The District will begin the new partnership review and approval process within 30 days of receiving

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communication of the request and will provide a response to the school within a reasonable timeline. Providers shall meet all legal and insurance requirements identified during the contracting process. In the event that a concern regarding the composition of the list of afterschool programming options cannot be resolved between a school and the District, the concern may be presented to the Community Schools Steering Committee for consultation and guidance.

38.2.5. The Community Schools Steering Committee will receive regular updates on implementation of school-based afterschool programming and may make recommendations for improvements to the process.

FOR THE DISTRICT:

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**2022 Successor Bargaining**

**May 25, 2023**

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Salary Rules for Appendix A

Effective July 1, 2018, the basic contract year for nurses shall be one hundred eighty-six (186) work days, including two (2) days immediately prior to the teachers' official first day of work in the school year.

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

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

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

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

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

2.01 DEFINITION OF COLUMNS

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

- Column 010 Bachelor's degree.
- Column 011 Master's degree or thirty-six (36) semester units of creditable upper division or graduate work.
- Column 012 Master's degree with a total of fifty-four (54) semester units of creditable upper division or graduate work, or bachelor's degree with a total of sixty (60) semester units of creditable upper division or graduate work.
- Column 013 Master's degree with sixty-six (66) semester units of upper division or graduate work, or Bachelor's degree with a total of seventy-two (72) semester units of upper division or graduate work.
- Column 014 Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., or Ed.D., or other earned of equivalent academic status), or Bachelor's degree with a total of ninety (90) semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; reasonably related to the unit member's district assignment; related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; or the nature of the course can be expected to provide a substantial increase in the unit member's skill, knowledge or understanding of the District assignment.

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

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

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One (1) semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District-sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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

Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the

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Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

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

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

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

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

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of ten (10) class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE

Units taken toward earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

2.027 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement.

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Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

The Parties agree to collaboratively develop a process for verifying Association-sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.

Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.

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

2.029 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five (5) years have elapsed between completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.030 NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for the program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight (8) units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current District assignment, or

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- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the District assignment, and
- C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

## 2.05 COLUMN ADVANCEMENT

- 2.051
  - A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the District on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
  - B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the District on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
  - C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., thirty-five and one-half (35 ½) semester units will be counted as thirty-six (36) semester units).
- 2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.
- 2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

## 3.00 INITIAL STEP PLACEMENT

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

### 3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE

Teaching and/or certificated experience outside the District is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one (1) month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this District. Substitute teaching outside the District is creditable only if it was full-time, continuous, and at least one (1) month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the District is not creditable.

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3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed by the end of the prior school year is creditable except summer school and intersession teaching. Twenty (20) full days of substitute teaching is equivalent to one (1) month of service; ninety (90) hours of hourly District teaching experience is equivalent to one (1) month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of ten (10) months of District experience will be credited within any twelve (12) month period. Unit members who have creditable service with the District and are reemployed will receive full credit for creditable experience outside the District up to the maximum allowable. This will be in addition to credit received for creditable prior service with the District.

3.03 NON-TEACHING EXPERIENCE

~~Audiologists~~, Counselors, Library Media Teachers, and School Nurses: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the District is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for Counselors, Library Media Teachers, and School Nurses may be credited as defined below:

3.031 Counselors

Employment as a licensed social worker or counselor in settings which include, but are not limited to: community and public mental health agencies, rehabilitation/recovery centers, hospitals, and social service agencies. Settings which are excluded include, but are not limited to: licensed Marriage, Family and Child Counselor.

3.032 Library Media Teachers

Employment as a Library Media Teacher with appropriate credentials in library settings which include, but are not limited to: public, college/university, private industry, and foundations.

Appropriate credentials are either a Master's of Library Science (MLS) degree or a Library Media Teacher credential.

3.033 School Nurses

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

3.04 TOTAL EXPERIENCE CREDIT

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Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten (10) months of experience will be credited within any twelve (12)-month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 - 7.3	13	117.4 - 127.3
2	7.4 - 17.3	14	127.4 - 137.3
3	17.4 - 27.3	15	137.4 - 147.3
4	27.4 - 37.3	16	147.4 - 187.3
5	37.4 - 47.3	17	187.4 or more
6	47.4 - 57.3		
7	57.4 - 67.3		
8	67.4 - 77.3		
9	77.4 - 87.3		
10	87.4 - 97.3		
11	97.4 - 107.3		
12	107.4 - 117.3		

3.05 LONGEVITY STIPEND

~~Effective June 30, 2020, at 11:59 p.m., a~~ An annual longevity stipend shall be added to the Salary Schedule and paid to unit members who have completed six (6) or more years on Step 17. This stipend shall be paid on a monthly prorated basis.

Longevity Stipend \$2,600\*

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the Board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for seventy-five percent (75%) or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one (1) step for each year of creditable District service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular Board-adopted calendar will not count for step advancement.

4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.

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4.023 The seventy-five percent (75%) requirement in section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.

4.024 Part time unit members whose basic contract year is one hundred eighty-four (184) days and who work less than one hundred thirty-eight (138) days in one (1) school year, but work a total of one hundred thirty-eight (138) or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

Part time unit members whose basic contract year is one hundred eighty-six (186) days and who work less than one hundred forty (140) days in one (1) school year, but work a total of one hundred forty (140) or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

4.032 CONSULTANT

Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the ~~chief human resources officer~~, Human Resource Services Division that the service provides a direct benefit to the District.

4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one (1) step advancement upon completion of a full-time college program (twenty-four (24) upper division or graduate semester units). One (1) semester of college work (twelve (12) upper division or graduate semester units) and one (1) semester of District service, half time or more, during the same school year will qualify for one (1) step advancement. Up to two (2) years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

4.04 DESIGNATED SUBJECTS CREDENTIAL UNIT MEMBERS

4.041 STEP PLACEMENT AND ADVANCEMENT

Recognition of three (3) years of occupational experience (exclusive of apprenticeship) qualifies for placement on Step 4. Additional teaching experience will be credited for step advancement in the same manner that such experience is credited for unit members on the regular Salary Schedule.

4.042 COLUMN PLACEMENT AND ADVANCEMENT

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Unit members without a bachelor's degree will be placed on Column 010. Unit members with a bachelor's degree will be placed and advanced on Columns 010 through 014 after meeting the same training qualifications required of unit members on the regular Salary Schedule.

5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

This committee is comprised of an equal number of unit members and District management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT

The amounts shown on this salary schedule are annual salaries for ten (10)-month and year-round assignments which require the full number of scheduled workdays in the Board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in ten (10)-month assignments, paydays normally will be the last day of the month when the central administrative offices of the District are open for business, ~~September-August~~ through ~~June-May~~. For unit members in year-round assignments or who elect to be paid twelve (12) equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the District are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the District will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Non-classroom Assignment

\$39.35 per hour \*

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly non-classroom assignment in addition to the regular contract assignment. Non-classroom hourly assignments include, but are not limited to: library service, counseling

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service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other non-classroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

\$26.25 per hour \*

This rate applies to a regular contract unit member who participates voluntarily in a District-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic eight (8)-hour day and/or forty (40)-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

\$51.94 per hour \*

Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by eight (8). (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$33.44 per hour \*

This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$58.32 per hour \*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated members.

7.016 Tutoring Hourly Assignment

\$39.35 per hour \*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

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Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

\$1,198.00

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

7.03 Extended Work Year Service

7.031 Regular contract unit members on the basic Board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities are a continuation of the unit member's regular contract assignment and are essentially the same as those in effect during the regular work year.

Except for summer school session rates, the daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the Board-adopted calendar. For assignments of less than eight (8) hours per day, the hourly rate will be the daily rate divided by eight (8).

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the Board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a District operational need, and will not exceed five (5) days in any school year. All mandated and required service days are paid on a prorata basis. These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

7.033 Temporary and Continuing Assignments

Section 7.033 applies only to extended work year service as contained in this Section and does not apply to non-classroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

A. All regular contract unit members will be assigned to a basic Board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to

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the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred ~~and~~ eight (208) days (or two hundred ~~and~~ three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).

- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.
  - 1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.
  - 2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets District standards but is subject to a reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or District reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the District regarding such decisions insofar as these decisions affect educational objectives.
- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the district.
- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the chief human resources officer, Human Resource Services Division.
- E. A regular contract unit member assigned an additional twenty-four (24) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the twenty-four (24) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee requests ten equal monthly payments), each of which is subject to STRS contributions by the unit member and the District.

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- F. A regular contract unit member assigned to an additional forty-four (44) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the forty-four (44) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.
- G. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.
- H. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.
- I. Unit members currently employed shall be entitled to work the authorized number of duty days in the designated fiscal year and to be paid their annual contract salary (see Article 8, Section 8.1). Whenever a unit member is transferred or reassigned from one school year calendar to another (i.e., from traditional to year-round or vice versa), neither the required duty days nor annual salary can be reduced without ~~his/her~~ their concurrence. When such transfers or reassignments occur, the unit member will execute an assignment change agreement which either defines how lost time (if applicable) will be made up by the end of the fiscal year or which waives potential earnings, as determined by the unit member. Days will normally be made up through substitute teaching, intersession teaching, and/or other projects mutually agreed upon between the unit member and the site administrator. All makeup days must occur within the same fiscal year.
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Effective November 9, 2016, unit members shall be paid an hourly rate, as follows, for Supervision Session Service regardless of when an event starts. Supervision Session Service payments shall only apply to situations where the supervising ~~teacher~~ educator is not already receiving a stipend for the work performed.

\$32.78 \*

7.05 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect

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during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 6.01 above. The resulting daily pay rate will be divided by eight (8) to determine the appropriate hourly pay rate.

#### 8.00 SPECIAL COMPENSATION

Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Except in designated schools or programs, the total "over schedule" payments allowed any individual for the school year shall not exceed \$400. Rates listed below apply to unit members in 10-month traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

#### 8.01 PUPIL PERSONNEL PROGRAMS

\$200 Career Development Counselors; Counselors assigned two or more hours per day; District Counselors; Psychometrists; ~~Resource Nurses;~~ Vocational Rehabilitation Counselors.

\$3,590 Head Counselor, Class I

\$4,760 Head Counselor, Class II

\$4,760 Head School Nurse

The value of the stipend for Head Counselor, Class I is established as 4.19% of the annual salary amount designated for salary class Grade 12, Step 13 of the Certificated Base Salary Schedule (rounded to the nearest \$10).

The value of the stipend for Head Counselor, Class II is established as 5.56% of the annual salary amount designated for salary class Grade 12, Step 13 of the Certificated Base Salary Schedule (rounded to the nearest \$10).

The value of the stipend for Head School Nurse is established as 5.56% of the annual salary amount designated for salary class Grade 12, Step 13 of the Certificated Base Salary Schedule (rounded to the nearest \$10).

#### 8.02 EXCEPTIONAL CHILD PROGRAMS

\$ 100 Special education teachers (regular day classes and itinerant) of pupils with ~~exceptional needs: Learning Handicapped, Physically Handicapped, Communicatively Handicapped, Severely Handicapped, and Vocational Special Needs~~ Instructors special education services.

#### 8.03 SPECIFIED PROGRAMS

\$ 200 Teachers of District Designated Advanced Placement Courses; Teachers of courses offered through the Advanced or International Baccalaureate Program; Resource Teachers (Achievement Goals Program, Curriculum, Inschool, Project, Special Education, Staff Development); Resource Specialists (Special Education, Educational Assessment Services); Social Concerns Teachers; Team Leaders.

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8.04 COMMUNITY CLASSROOM/COOPERATIVE VOCATIONAL EDUCATION

~~The Regional Occupation Program (ROP) College and Career Technical Education (CTE)~~ shall offer the following compensation for teachers whose students are placed in community classroom (CC) or cooperative vocational education (CVE):

- 8.041 ~~ROP-CTE~~ unit members who place 100% of the students in CC/CVE shall not be required to perform supervision/coordination duties outside of their normally scheduled on-site workweek.
- 8.042 ~~ROP-CTE~~ unit members who have not placed 100% of the students in CC/CVE and who must conduct CC/CVE supervision/coordination duties outside of their regularly contracted on-site workday shall be compensated one hour for each state-required supervision visit (one visit every three weeks for CC and one visit ever four weeks for CVE) per student.
- 8.043 ~~ROP-CTE~~ unit members shall be compensated for the additional hourly classroom assignment rate (Section 7.013 salary schedule)

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 26, 2023  
 \_\_\_\_\_  
 79F2DE76533F42E...  
 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 26, 2023  
 \_\_\_\_\_  
 220919A3C56A48A...  
 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 26, 2023  
 \_\_\_\_\_  
 A65BF18A00CC458...  
 Abdul Sayid Date  
 Executive Director

DocuSigned by:  
*Kyle Weinberg* May 26, 2023  
 \_\_\_\_\_  
 68800B5262E8427...  
 Kyle Weinberg Date  
 President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 8, 2023**

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Salary Rules for Appendix B

1.00 POSITION CLASSES COMPENSATED ON THE CHILD DEVELOPMENT EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE

Salary schedule rates apply to contract teachers, lead teachers, and resource teachers assigned to the Child Development Center; teachers and resource teachers assigned to the State Preschool Program; teachers and lead teachers assigned to the Extended Day Magnet Program; and Early Childhood Education Teachers assigned to the California School Age Family Education (Cal SAFE) program.

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable lower division, upper division or graduate units from regularly accredited community colleges or other accredited institutions of higher education.

Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the District on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the District on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

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

2.01 DEFINITION OF COLUMNS

Column 010      Child Development Permit or Children's Center Instructional Permit.

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- Column 011 Associate of Arts Degree or Associate of Science Degree plus a two (2) unit course in adult supervision and a Child Development Permit or Children’s Center Instructional Permit.
- Column 012 Associate of Arts Degree or Associate of Science Degree plus completion of thirty (30) additional semester units of creditable upper or lower division course work plus a two (2) unit course in adult supervision with a Child Development Permit or Children’s Center Instructional Permit.
- Column 013 Bachelor’s degree with a Child Development Permit or Children’s Center Instructional Permit plus completion of a two (2) unit course in adult supervision.
- Column 014 Bachelor’s degree with fifteen (15) semester units of creditable upper division or graduate work with a Child Development Supervisor Permit or Children’s Center Supervisory Permit plus completion of a two (2) unit course in adult supervision.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 CREDITABLE COURSE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; reasonably related to the unit member's District assignment; related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular lower, upper or graduate course number series; or the nature of the course can be expected to provide a substantial increase in the unit member’s skill, knowledge or understanding of the District assignment.

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

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

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

2.023 EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES

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

Application for course approval may be made by a unit member on an individual basis or by a District manager or sponsoring institution on behalf of specific categories of unit

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members. The application must describe the value of the course for enhancing professional competence.

2.024 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.025 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE

Units taken towards earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

2.027 NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and the verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for this program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

The Parties agree to collaboratively develop a process for verifying Association-sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.

Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.

SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occurs after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association-sponsored programs that have been approved for credit by the District. Participation in Association-sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at

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professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

2.03 COLUMN ADVANCEMENT

2.031 Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that:

2.0311 The effective date of the appropriate permit(s) is on or before September 30 of the current school year,

2.0312 The minimum number of qualifying units or degree are posted on an official transcript as having been completed by September 30 of the current school year,

2.0313 The two (2) unit course in adult supervision is posted on an official transcript as having been completed by September 30 of the current school year.

2.032 Eligible unit members will advance to a higher column effective on the first day of February provided that:

2.0321 The effective date of the appropriate permit(s) is on or before January 31 of the current school year,

2.0322 The minimum number of qualifying units or degree are posted on an official transcript as having been completed by January 31 of the current school year,

2.0323 The two (2) unit course in adult supervision is posted on an official transcript as having been completed by January 31 of the current school year.

2.033 For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (e.g., thirty-five and one-half [35 ½] semester units will be counted as thirty-six [36] semester units).

3.00 INITIAL STEP PLACEMENT

Column placement will be determined in accordance with Section 2.00 of these salary rules.

3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE

Teaching and/or certificated experience outside the District is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one (1) month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this District. Substitute teaching outside the District is creditable only if it was full-time, continuous, and at least one (1) month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the District is not creditable.

3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed by June 30 of the prior fiscal year is creditable except summer school and intersession teaching. Twenty (20)

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full days of substitute teaching is equivalent to one (1) month of service; ninety (90) hours of hourly District teaching experience is equivalent to one (1) month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of ten (10) months of District experience will be credited within any twelve (12) month period. Unit members who have creditable service with the District and are reemployed will receive full credit for creditable experience outside the District up to the maximum allowable. This will be in addition to credit received for creditable prior service with the District.

3.03 TOTAL EXPERIENCE CREDIT

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten (10) months of experience will be credited within any twelve (12) month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Effective July 1, 2023 Break points for determining step placement ~~are~~ shall be as follows:

Step	Months of Experience	Step	Months of Experience
1	0 - 7.3	13	117.4 - 127.3
2	7.4 - 17.3	14	127.4 - 137.3
3	17.4 - 27.3	15	137.4 - 147.3
4	27.4 - 37.3	16	147.4 - <del>157.3</del> 187.3
5	37.4 - 47.3	17	<del>157.4</del> 167.3 - <del>187.4</del> or more
6	47.4 - 57.3	<del>18</del>	<del>167.4</del> 177.3
7	57.4 - 67.3	<del>19</del>	<del>177.4</del> 187.3
8	67.4 - 77.3	<del>20</del>	<del>187.4</del> 197.3
9	77.4 - 87.3	<del>21</del>	<del>197.4</del> 207.3
10	87.4 - 97.3	<del>22</del>	<del>207.4</del> 217.3
11	97.4 - 107.3	<del>23</del>	<del>217.4</del> or more
12	107.4 - 117.3		

4.00 UNDERPAYMENTS OR OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

5.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE

5.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the Board-adopted calendar for the unit member's assignment (e.g., ten [10]-, eleven [11]-, and twelve [12]-month work year).

5.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered.

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A unit member who is in contract paid status for seventy-five percent (75%) or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one (1) step for each year of creditable service until the maximum step is reached.

Summer school and intersession service and any other service rendered outside the regular Board-adopted calendar for the unit member's assignment year will not count for step advancement. Days absent due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded are considered days in paid status.

Part time unit members who work less than one hundred thirty-eight (138) days in one (1) school year, but work a total of one hundred thirty-eight (138) or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

5.03 A unit member reassigned from a regular teaching position assigned to the Early Childhood Education Program to one of the following positions will receive a lead teacher stipend beginning on the effective date of the assignment.

- Child Development Center Lead Teacher
- Child Development Center Resource Teacher
- Extended Day Magnet Program Lead Teacher
- State Preschool Resource Teacher

The value of the lead teacher stipend shall be six and one-half percent (6.5%) of the salary amount designated for salary class 012-15 of the Early Childhood Education Program Salary Schedule.

A unit member reassigned to Super Lead Teacher will receive a Super Lead Teacher stipend on the effective date of the reassignment. A Super Lead Teacher is a unit member assigned to a center under the supervision of a Child Development Center Administrator or other manager having responsibility for two (2) or more sites and who maintains ~~his/her~~ their primary office at another site.

The value of the Super Lead Teacher stipend shall be eleven percent (11%) of the salary amount designated for salary class 012-15 of the Early Childhood Education Program Salary Schedule.

5.04 Change in Salary During a School Year – When the District reduces the work year for Regular Early Childhood Education Program contract teachers assigned to a twelve (12)-month or eleven (11)-month work-year, unit members may be reassigned. Unit members shall receive a three (3) month notice prior to a reduction in their current work-year assignment. Reduction to a unit member's work year shall first be achieved by seeking volunteers and if no unit member volunteers, then by utilizing the District-wide seniority list when reassigning a unit member to a basic eleven (11)-month or ten (10)-month assignment for any of the following reasons: loss or reduction of funding or enrollment, budget priority decisions, program or District reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons will be as determined solely by the Board of Education. The Association will have the right to consult with the District regarding such decisions insofar as these decisions affect educational objectives. When an employee serves less than a full assignment year in one assignment category (ten [10]-, eleven [11]-, and twelve [12]-month) the annual salary will be computed on the basis of actual work days served in the Board-adopted calendar for the employee's assignment category. Unit members impacted by an assignment

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reduction from a twelve (12)-month or eleven (11)-month assignment to an eleven (11)-month or ten (10)-month assignment, respectively, shall be entitled to reassignment, utilizing District-wide seniority, up to two (2) years for future work-year assignments similar to the work-year from which they were reassigned.

5.05 The amounts shown on the salary schedule are monthly salaries. Pay days normally will be the last day of the month when the central administrative offices of the District are open for business.

6.00 SUBSTITUTES FOR CHILD DEVELOPMENT CENTER ADMINISTRATORS AND LEAD TEACHERS

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

Teacher to Lead Teacher	\$13.80 *
Lead Teacher to Child Development Center Administrator	\$22.91 *
Teacher to Child Development Center Administrator	\$36.70 *

7.00 SPECIAL COMPENSATION

Certain positions on the Early Childhood Education Programs Salary Schedule will receive monthly compensation in addition to the regular salary. The rate listed below applies to unit members in ten (10)-month assignments. Unit members in extended work year assignments being paid on the basis of a daily pro rata for additional days will also be paid pro rata special compensation.

7.01 Extended Day Magnet Program  
Lead Teachers \$265.00

7.02 An annual longevity stipend shall be paid to unit members on the Early Childhood Education Programs Salary Schedule who have completed eighteen (18) or more years of creditable experience. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

~~Stipend rates will be increased as follows effective June 30, 2020 at 11:59pm:~~

<u>Creditable Experience Completed</u>	<u>Longevity Stipend</u>
18 to 21 years	\$863.87 *
22 years or more	\$2,600 *

8.00 COMPENSATION FOR NONCONTRACT SERVICE

8.01 Hourly Service

8.011 Special Project Rate \$24.71 \*

This rate applies to Early Childhood Education Program contract teachers with hourly assignments in addition to their regular contract assignments. Such hourly assignments

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include writing projects, materials development projects, and any other certificated hourly service except workshop participation.

8.012 Workshop Rates

Workshop Leader \$24.71 \*

Workshop Participant \$18.47 \*

Workshop rates will be paid only for workshop participation or workshop leadership outside the normal teaching days and/or hours considered part of regular contract service.

8.02 Extended Teaching Service -- A teacher with less than a full-time contract who accepts an assignment which will extend the teaching day beyond that specified in the part-time contract will be compensated on an hourly pro rata basis. Such assignments normally will be of short duration and involve teaching in the place of an absent teacher when a substitute cannot be obtained, on days when the pupil count in the center is unusually high due to a minimum day schedule in the elementary schools, or in an emergency. This pro rata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the extended teaching service duties and responsibilities are essentially identical with those assigned during the regular part-time contract day. The basis for pro rata compensation will be the Early Childhood Education Programs annual column placement on the then current salary schedule divided by the number of required work days in the assignment year. The resulting daily pay rate will be divided by eight to determine the hourly pay rate.

8.03 Temporary Increased Enrollment Hourly Service -- (1) Continuing Early Childhood Education Program teachers with ten (10)-month contracts who accept classroom assignments during periods of temporary increased enrollments (e.g., summer months) will be compensated on an hourly pro rata basis. Such assignments will be of short duration, not to exceed ninety (90) calendar days, and temporarily used to supplement regular staffing at children's centers impacted by increased summer enrollments. (2) Noncontract certificated employees hired hourly to provide temporary services during summer months will be paid at an hourly rate based on Salary Class 011-1 of the Early Childhood Education Program Salary Schedule. Section (2) also applies to regular K-12 contract teachers temporarily employed in child development Center to provide the above hourly services during summer months.

8.04 Resource Teachers in the Early Childhood Education Program shall receive an annual stipend of two-hundred dollars (\$200)-~~dollars~~.

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 9, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 9, 2023  
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Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Kyle Weinberg* May 9, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Abdul Sayid* May 9, 2023  
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Abdul Sayid Date  
Executive Director

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**February 23, 2023  
REVISED – May 18, 2023**

Salary Rules for Appendix C

*The rates in this Appendix will be updated to be effective July 1, 2023 and will include any adjustments based on the final agreement for salary increases.*

Effective July 1, 2023, the basic contract year for Military Science Instructors shall be two hundred eight (208) workdays.

1.00 POSITION CLASSES COMPENSATED ON THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

Military Science Instructors' Salary Schedule rates apply to contract teachers teaching in the Junior Reserve Officer Training Corps Programs.

2.00 INITIAL PLACEMENT ON THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

Initial placement on the schedule will be based on the military service pay grade held by the employee at the time of hire, the classification of the assignment as shown below, and any prior creditable experience.

2.01 MILITARY SERVICE PAY GRADE PLACEMENT

<u>Military Service Pay Grade</u>	<u>Military Science Instructors' Step Placement</u>	<u>Military Service Pay Grade</u>	<u>Senior Military Science Instructors' Step Placement</u>
E-6	010-1	W-1 thru W-4	010-7
E-7	010-2	and	
E-8	010-3	O-1 thru O-6	
E-9	010-4		
W-1 thru W-4 and O-1 thru O-6	010-5		

2.02 Non-District Teaching Experience -- JROTC teaching experience outside the ~~the~~ District is creditable provided it was continuous and in a public school system or recognized private school. Types of experience not creditable for salary placement are: hourly, summer school, and intersession teaching outside the ~~the~~ District; teaching experience other than JROTC; management experience outside the ~~the~~ District. JROTC teaching experience which was less than one-half time or less than one (1) month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this ~~the~~ District. Substitute JROTC teaching outside the ~~the~~ District is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment.

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- 2.03 District Teaching Experience -- District JROTC teaching experience prior to employment by contract is creditable except summer school and intersession teaching. Twenty (20) full days of substitute teaching is equivalent to one (1) month of service; ninety (90) hours is equivalent to one (1) month of service. Unit members who have creditable service with the ~~d~~District and are reemployed will receive full credit for creditable experience outside the ~~d~~District up to the maximum allowable. This will be in addition to credit received for creditable prior service with the ~~d~~District.
- 2.04 Total Experience Credit -- Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten (10) months of experience will be credited within any twelve (12) month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Creditable experience will be used to advance new hires and returning former employees beyond the step determined by the military service pay grade placement to a maximum of Step 6 for ~~Military Science Instructors and Step 8 for Senior Military Science Instructors.~~  
Break points for determining step placement are:

<u>Additional Step Beyond Service Pay Grade Placement</u>	<u>Months of Experience</u>
1	0 - 7.4
2	7.5 - 17.4
3	17.5 - 27.4
4	27.5 - 37.4
5	37.5 or more

3.00 UNDERPAYMENTS OR OVERPAYMENTS

Each unit member is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest.

If an incorrect salary placement or warrant results in an underpayment, the ~~d~~District will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the ~~d~~District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

4.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the ~~b~~Board-adopted calendar for the unit member's assignment (e.g., traditional, year-round, multitrack, etc.)

4.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for seventy-five percent (75%) or more of the number of days in the base certificated work year, regardless of the percentage assignment,

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will advance one (1) step for each year of creditable ~~d~~District service until the maximum step of the job class has been reached.

*Effective July 1, 2023, the following maximum steps shall be removed.*

<u>Job Class</u>	<u>Maximum Step</u>
<del>Military Science Instructor</del>	<del>6</del>
<del>Senior Military Science Instructor</del>	<del>8</del>

Summer school and intersession service and any other service rendered outside the regular ~~b~~Board-adopted calendar will not count for step advancement. Days absent due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded are considered days in paid status.

4.02-1 Part time unit members who work less than one hundred ~~thirty-eight (138)-fifty-six (156)~~ days in one (1) school year, but work a total of one hundred ~~thirty-eight (138)-fifty-six (156)~~ or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

4.03 Promotion -- A Military Science Instructor promoted to a Senior Military Science Instructor assignment will be placed on salary class and step 010-7. If the promotion takes place during the regular school year total service in the combined assignments will be allowed toward progressive advancement on the Military Science Instructors' Salary Schedule provided the combined service qualifies as a year of service as defined in Section 4.02.

4.04 Change in Salary During a School Year -- A teacher's salary cannot be changed during the term of an existing contract between the governing ~~b~~Board of the ~~d~~District and the teacher unless there is a change in the teacher's assignment, duties, and responsibilities.

4.05 Method of Payment -- The amounts shown on this salary schedule are annual salaries and will be paid at the rate of ~~1/10-1/12~~ monthly for ~~ten-twelve~~ months. Paydays normally will be the last day of the month when the central administrative offices of the ~~d~~District are open for business, ~~September-July~~ through June.

5.00 COMPENSATION FOR NONCONTRACT SERVICE

5.01 Hourly Service

5.011 Non-classroom Assignment

\$39.35 \*

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly non-classroom assignment in addition to the regular contract assignment except workshop participation. Only unit members specifically approved for compensation will be paid.

5.012 Workshop Participants

\$26.25 \* per hour

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This rate applies to a regular contract unit member who participates voluntarily in a District-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic eight (8)-hour day and/or forty (40)-hour week). Only workshop participants specifically approved for compensation will be paid.

5.02 Extended-Day Service -- Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments. Extended-day payment units are units of value for each extended day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the SDEA Bargaining Unit Salary Plan Schedule (Appendix A). The annual value of one extended day unit is:

\$1,198.00

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

6.00 SPECIAL COMPENSATION

Stipend rates will be increased as follows effective June 30, 2020 at 11:59pm:

6.01 A special annual stipend shall be paid to unit members on or above Step 6 of the Military Science Instructors' Salary Plan who have completed eighteen (18) or more years of creditable experience and/or military service as stated below. This stipend shall be paid on a monthly prorated basis in addition to the regular salary.

Creditable Experience Completed

18 to 21 years	\$859.28*
22 years or more	\$2,600*

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the SDEA Bargaining Unit Salary Schedule.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowland* May 19, 2023  
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 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

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*Abdul Sayid* May 19, 2023  
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 Abdul Sayid Date  
 Executive Director

DocuSigned by:  
*Kyle Weinberg* May 19, 2023  
 \_\_\_\_\_  
 6880DB5262E8427...  
 Kyle Weinberg Date  
 President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**April 27, 2023**

Appendix D

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
VISITING CERTIFICATED EMPLOYEE SALARY SCHEDULE**

**Effective July 1, ~~2021~~ 2023**

*The rates in this Appendix will be updated to be effective July 1, 2023 and will include any adjustments based on the final agreement for salary increases.*

1.00 POSITION CLASSES COMPENSATED ON THE VISITING CERTIFICATED EMPLOYEE SALARY SCHEDULE

Salary schedule rates apply to visiting teachers, visiting military science instructors, visiting child development center teachers, visiting School Psychologists, visiting Speech Language Pathologists, visiting Nurses, and unit members retired from the District who are employed during the regular school term and during summer school and intersession. These rates shall be subject to the same percentage change as negotiated for all other rates on the SDEA Bargaining Unit Salary Schedule (Appendix A).

2.00 SDEA BARGAINING UNIT SALARY SCHEDULE (Except Early Childhood Education) VISITING TEACHERS

2.01	Regular School Term	<u>Daily Rate</u>	
	<u>Day-to-Day Visiting Teachers</u>	Level 1:	\$173.36
	<u>Established Day-to-Day Visiting Teachers</u>	Level 2:	\$183.55

Established day-to-day teachers are visiting teachers who, in one (1) School year, work more than fifty percent (50%) of the instructional days, in a classroom setting. Upon completion of the required fifty (50%), the rate of pay shall increase to Level 2 for future day-to-day assignments for the remainder of the current school year.

	<u>Long-Term Visiting Teachers</u>		\$193.73
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Long-term visiting teachers are those visiting teachers who complete more than five (5) consecutive teaching days in a

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single assignment.

2.02 Summer School and Intersession

Day-to-Day Visiting Teachers \$150.92

Long-Term Visiting Teachers \$172.35

3.00 EARLY CHILDHOOD EDUCATION PROGRAM SALARY SCHEDULE VISITING TEACHERS

Substitutes for Child Development Center Teachers

Day-to-Day Visiting Teachers \$148.88

Long-term Visiting Teachers receive an additional \$8.00 per day.  
 Long-term Visiting Teachers are those visiting teachers who complete twenty (20) or more consecutive teaching days in a single assignment.

4.00 EXTENDED-DAY SERVICE

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities when the services of a regular ~~ed~~District contract unit member cannot be obtained and which involve hours of service and responsibility beyond the normal range of visiting teacher assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule (Appendix A). The annual value of one extended day unit is:

\$1,198.00

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

5.00 SUPERVISION SESSION SERVICE

Supervision session payments are payments made by the ~~ed~~District to visiting teachers assigned to supervise pupils at school-sponsored dances, ~~or~~ interscholastic athletic events, or drama, music, and speech activities when the service of a regular ~~ed~~District contract unit member cannot be obtained. ~~—~~

~~Late Afternoon Sessions — \$33.07 per session~~

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

~~Evening Sessions — \$66.14 per session~~

Visiting teachers shall be paid an hourly rate, as follows, for Supervision Session Service regardless of when an event starts, and when the supervising visiting teacher is not already receiving compensation for the work performed.

\$32.78

6.00 UNDERPAYMENTS AND OVERPAYMENTS

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Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error this information must be brought to the attention of the ~~e~~District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the ~~e~~District will issue a supplementary warrant for the amount due as soon as possible.

Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment the ~~e~~District is required to recover the full amount overpaid. The recovery schedule will include considerations to both the ~~e~~District and the employee.

7.00 PAY RATES FOR WORK PERFORMED BY UNIT MEMBERS RETIRED FROM THE DISTRICT

The following hourly pay rates are established for unit members retired from the District who return to work to complete short term and ongoing assignment(s) and who are not substituting for a regular unit member.

7.01 Unit members retired from the District who return to work to perform the full scope of duties previously assigned to them as regular unit members will be paid the current pro rata hourly rate, including special compensation, for the salary schedule step and column on which they were placed on the date they retired.

7.02 Unit members retired from the District who return to work to perform certificated hourly services other than those covered in Section 7.01 will be paid the current Non-classroom Assignment rate in accordance with Appendix A, Section 7.011 of the Salary Rules and Regulations:

\$39.35 per hour

8.00 PAY RATES FOR WORK PERFORMED BY VISITING SCHOOL PSYCHOLOGISTS, SPEECH LANGUAGE PATHOLOGISTS AND NURSES

8.01	Visiting Speech Language Pathologist (SLP)	\$360.65
8.02	Visiting School Psychologist	\$420.76
8.03	Visiting Nurse	\$276.50

FOR THE DISTRICT:

FOR SDEA:

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*Jessica Falk Michelli* April 28, 2023  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

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*Kyle Weinberg* April 28, 2023  
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 Kyle Weinberg Date  
 President

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*Drew Rowlands* April 28, 2023  
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**2022 Successor Bargaining**

**May 18, 2023**

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Salary Rules for Appendix E

1.00 POSITION CLASSES COMPENSATED ON THE SUMMER SCHOOL AND INTERSESSION TEACHERS' SALARY PLANS

The above rates apply to contract teachers of the San Diego Unified School District serving in the regular or full-time special education summer school and intersession programs of the District. These rates also apply to non-classroom unit members in nonclassroom assignments except for those covered under Appendices F and G such as Counselors, curriculum writers, Library Media Teachers, School nurses, School Psychologists, Psychometrists, and all other classes which are compensated on the contract SDEA Bargaining Unit Salary Plans.

2.00 LENGTH OF WORKWEEK

The number of hours of service required for regular and special education summer school and intersession assignments will be as specified by state law and:

2.01 Unit members assigned to sites where the length of the instructional day for regular and special education summer school and intersession programs is not greater than four (4) hours will be compensated on Schedule A in Appendix E: Regular Summer School and Intersession Assignments.

2.011 Schedule A in Appendix E is based upon a weekly rate. Unit members assigned to this schedule earn the same amount during a week containing a holiday as they would earn during a week with five (5) workdays.

2.012 The hourly equivalent rate of Schedule A in Appendix E will be one-twenty-fifth (1/25) of the weekly rate.

2.013 Classroom teachers delivering up to four (4) hours of instruction will be paid for five (5) hours.

2.014 Schedule A in Appendix E applies to both elementary and secondary sites where the length of the instructional day is four (4) hours or less.

2.015 Sick leave will be accrued at the rate of four (4) hours for every fifty (50) hours in paid status during a summer school or intersession assignment under this paragraph. Absence for a full day will be charged at a rate of five (5) hours per day.

2.016 Unit members delivering up to four (4) hours of instruction shall not be required to attend staff development.

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- 2.02 Unit members assigned to sites where the length of the instructional day for regular and special education summer school and intersession programs is greater than four (4) hours will be compensated on Schedule B in Appendix E: Full-Day Summer School and Intersession Assignments.
- 2.021 Schedule B in Appendix E is based upon a daily rate. Unit members assigned to this schedule are paid only for scheduled workdays.
- 2.022 The hourly equivalent rate of Schedule B in Appendix E will be one-fortieth (1/40) of the weekly rate.
- 2.023 Regular on site hours will be six (6) hours and thirty-five (35) minutes. A duty free lunch will be provided. The instructional day will not exceed five (5) hours.
- 2.024 Each week may include a maximum of four (4) hours mandatory staff development. Any staff development beyond the four (4) hours will be voluntary.
- 2.025 The regular day as defined in Article 8 will be honored. Any exceptions are explicitly stated herein.
- 2.026 Sick leave will be accrued at the rate of four (4) hours for every two (2) weeks of summer school or intersession assignment under this paragraph. Absence for a full day will be charged at the rate of eight (8) hours per day.
- 2.027 Unit members in secondary school assignments who work less than the full five (5) hour instructional day at their site will be paid as follows:
- Two (2) hours of instruction will be paid for three (3) hours
  - Three (3) hours of instruction will be paid for four (4) hours
  - Four (4) hours of instruction will be paid for five and one-half (5 ½) hours
- 2.03 Special education staff required to support the summer school program may work at more than one site and may be assigned to a workday or workweek that varies from the standard assignment of a single site. These staff, except for unit members covered under Appendices F and G, will be assigned a weekly wage based upon Salary Schedule A in Appendix E and pro-rated to the actual hours that the unit member is assigned.
- 2.04 Unit members assigned to the infant program that work beyond their basic contract work year will be paid according to the Salary Rules and Schedules for Appendix A, paragraph 7.03-Extended Work Year Service to fulfill the state mandated instructional days for the infant program.

### 3.00 PLACEMENT ON THE SUMMER SCHOOL AND INTERSESSION TEACHERS' SALARY PLAN

- 3.01 Unit members, except Visiting Teachers, will be placed on the step and column determined in Appendix A, exclusive of any special compensation. A unit member in a summer school assignment who has just completed a temporary contract shall be included under this Section.
- 3.02 Noncontract certificated employees hired to serve only in summer school and intersession assignments included in Section 1.00 will be compensated at the rate for the SDEA Bargaining Unit Salary Plan 0199 Step 01, Column 010. This excludes employees working as day-to-day visiting teachers in summer school and intersession.

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3.03 Assignments not included in Section 1.00 will be compensated in accordance with salary rules established in other certificated employee salary schedules as determined appropriate by the Human Resources ~~Director~~ Services Division.

4.00 The rates for Appendix E, Schedule A and Schedule B, shall be based upon the pro-rata equivalent of Appendix A rates.

5.00 UNDERPAYMENTS OR OVERPAYMENTS

Each unit member is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the District will issue a supplementary warrant for the amount due as soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment the District is required to recover the full amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

FOR THE DISTRICT:

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*Jessica Falk Michelli* May 19, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

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2022 Successor Bargaining  
May 18, 2023**

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Salary Rules for Appendix F

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

These salary rates apply to all contract unit members in the certificated bargaining unit employed in the classifications of School Psychologist and Senior School Psychologist.

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

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

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

2.01 DEFINITION OF COLUMNS

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

- |            |   |
|------------|---|
| Column 011 | Master's degree or thirty-six (36) semester units of creditable upper division or graduate work.  |
| Column 012 | Master's degree with a total of fifty-four (54) semester units of creditable upper division or graduate work, or bachelor's degree with a total of sixty (60) semester units of creditable upper division or graduate work. |
| Column 013 | Master's degree with sixty-six (66) semester units of upper division or graduate work, or Bachelor's degree with a total of seventy-two (72) semester units of upper division or graduate work.                             |

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

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; reasonably related to the unit member's District assignment; related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.

2.022 DISTRICT-SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

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

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One (1) semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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

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

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

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

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

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

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of ten (10) class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

2.027 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five (5) years have elapsed between completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

The Parties agree to collaboratively develop a process for verifying Association-sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.

Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.

SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occurs after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association-

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

2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight (8) units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current District assignment, or
- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the District assignment, and
- C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

2.05 COLUMN ADVANCEMENT

- 2.051 A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the District on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
- B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the District on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
- C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., thirty-five and on-half (35 ½) semester units will be counted as thirty-six (36) semester units).

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2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

### 3.00 INITIAL STEP PLACEMENT

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

#### 3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE

Teaching and/or certificated experience outside the District is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this District. Substitute teaching outside the District is creditable only if it was full-time, continuous, and at least one (1) month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the District is not creditable.

#### 3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed the end of the prior school year is creditable except summer school and intersession teaching. Twenty (20) full days of substitute teaching is equivalent to one (1) month of service; ninety (90) hours of hourly District teaching experience is equivalent to one (1) month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of (ten) 10 months of District experience will be credited within any twelve (12) month period. Unit members who have creditable service with the District and are reemployed will receive full credit for creditable experience outside the District up to the maximum allowable. This will be in addition to credit received for creditable prior service with the District.

#### 3.03 NON-TEACHING EXPERIENCE

School Psychologists and Senior School Psychologists: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the District is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for School Psychologists and Senior School Psychologists may be credited as defined below:

##### 3.031 School Psychologists

Employment as a Licensed Psychologist or Licensed Educational Psychologist in settings which include, but are not limited to: community/public health agencies, mental health

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agencies, rehabilitation/recovery centers, nonpublic agencies, and-hospitals. Settings which are excluded include, but are not limited to: non-clinical and research psychology.

### 3.04 TOTAL EXPERIENCE CREDIT

Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten (10) months of experience will be credited within any twelve (12) month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience	Step	Months of Experience
1	0 – 97.3	8	157.4 – 167.3
2	97.4 – 107.3	9	167.4 – 177.3
3	107.4 – 117.3	10	177.4 – 187.3
4	117.4 – 127.3	11	187.4 – 197.3
5	127.4 – 137.3	12	197.4 – 207.3
6	137.4 – 147.3	13	207.4 – 217.3
7	147.4 – 157.3	14	217.4 or more

### 4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the Board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

### 4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for seventy-five percent (75%) or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one (1) step for each year of creditable District service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular Board-adopted calendar will not count for step advancement.

4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.

4.023 The seventy-five percent (75%) requirement in section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.

4.024 Part time unit members who work less than one hundred ~~thirty-eight (138)~~ forty-three (143) days in one (1) school year, but work a total of one hundred ~~thirty-eight (138)~~ forty-three (143) or more days in two (2) consecutive years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

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4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

4.032 CONSULTANT

Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the chief human resources officer, Human Resource Services that the service provides a direct benefit to the District.

4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one (1) step advancement upon completion of a full-time college program (twenty-four [24] upper division or graduate semester units). One (1) semester of college work (twelve [12] upper division or graduate semester units) and one (1) semester of District service, half time or more, during the same school year will qualify for one (1) step advancement. Up to two (2) years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

4.04 LONGEVITY STIPEND

~~Effective June 30, 2020, at 11:59 p.m., a~~An annual longevity stipend shall be added to the Salary Schedule and paid to unit members who have completed 22 or more years of creditable experience. This stipend shall be paid on a monthly prorated basis. A maximum of ten (10) months of experience will be credited within any twelve (12)-month period. In evaluating experience credit, partial years will be added together and the total will determine the stipend amount. The break point for determining the stipend is:

\$2,600 Stipend*	Months of Experience
Longevity 22 years	220 or more

5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

This committee is comprised of an equal number of unit members and District management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT

The amounts shown on this salary schedule are annual salaries for ten (10)-month and year-round assignments which require the full number of scheduled workdays in the Board-adopted calendar.

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If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in ten (10)-month assignments paydays normally will be the last day of the month when the central administrative offices of the District are open for business, ~~September–August~~ through ~~June–May~~. For unit members in year-round assignments or elect to be paid twelve (12) equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the District are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the District will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Non-classroom Assignment

\$39.35 per hour \*

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly non-classroom assignment in addition to the regular contract assignment. Non-classroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other non-classroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

\$26.25 per hour \*

This rate applies to a regular contract unit member who participates voluntarily in a District-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic eight [8]-hour day and/or forty [40]-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

\$51.94 per hour \*

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Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by eight (8). (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$33.44 per hour\_\*

This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$58.32 per hour\_\*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated staff members.

7.016 Tutoring Hourly Assignment

\$39.35 per hour\_\*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

\$1,198.00

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

7.03 Extended Work Year Service

7.031 Regular contract unit members on the basic Board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if

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the unit member's division head certifies that the duties and responsibilities ~~are a continuation of the unit member's regular contract assignment and~~ are essentially the same as those in effect during the regular work year.

~~Except for summer school session rates,~~ The daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the Board-adopted calendar. For assignments of less than eight (8) hours per day, the hourly rate will be the daily rate divided by eight (8).

~~For unit members compensated on this Salary Schedule who work in the District's summer school and intersession programs, the weekly and daily rates referenced in Appendix E, Schedules A and B, shall reflect the hourly equivalent rates of this Salary Schedule.~~

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the Board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a District operational need, and will not exceed five (5) days in any school year. All mandated and required service days are paid on a prorata basis.

These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

7.033 Temporary and Continuing Assignments

Section 7.033 applies only to extended work year service as contained in this Section and does not apply to non-classroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

- A. All regular contract unit members will be assigned to a basic Board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred and eight (208) days (or two hundred and three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).
- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.

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1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.
  2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets District standards but is subject to a reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or District reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the District regarding such decisions insofar as these decisions affect educational objectives.
- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the District.
- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the chief human resources officer, Human Resource Services Division.
- E. School Psychologists' and Senior School Psychologists' basic contract work year will be one hundred ninety-one (191) days as provided for in Section 8.1.1. of this Agreement. The annual salary will be subject to STRS contributions by the unit member and the District.
- F. A regular contract unit member assigned an additional twenty-four (24) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the twenty-four (24) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee requests ten [10] equal monthly payments), each of which is subject to STRS contributions by the unit member and the District.
- G. A regular contract unit member assigned to an additional forty-four (44) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the forty-four (44) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.

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- H. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.
- I. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

~~Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Sessions are of two types: Late Afternoon Sessions—Session rate for events which occur after the end of the unit members' required on-site duty hours and begin prior to 6 p.m. as follows:~~

~~\$34.39 \*~~

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

~~\$68.78 \*~~

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Unit members shall be paid an hourly rate, as follows, for Supervision Session Service regardless of when an event starts. Supervision Session Service payments shall only apply to situations where the supervising educator is not already receiving a stipend for the work performed.

\$32.78 \*

7.05 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 7.033, Paragraph E above. The resulting daily pay rate will be divided by eight (8) to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

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Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Rates listed below apply to unit members in one hundred ninety-one (191)-day traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

8.01 PUPIL PERSONNEL PROGRAMS

\$4,379.63 \* Senior School Psychologist

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 19, 2023  
76F2DE76533F42E...  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 19, 2023  
220919A3C56A48A...  
Drew Rowlands Date  
Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 19, 2023  
A65BF18A00CC458...  
Abdul Sayid Date  
Executive Director

DocuSigned by:  
*Kyle Weinberg* May 19, 2023  
68800B52B2E8427...  
Kyle Weinberg Date  
President

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**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023**

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Salary Rules for Appendix G

1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

These salary rates apply to all contract unit members in the certificated bargaining unit employed in the classifications of Speech Language Pathologist, Senior Speech-Language Pathologist, and Audiologist.

2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

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

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

2.01 DEFINITION OF COLUMNS

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

Column 011          Master's degree or thirty-six (36) semester units of creditable upper division or graduate work.

Column 012          Master's degree with a total of fifty-four (54) semester units of creditable upper division or graduate work, or bachelor's degree with a total of sixty (60) semester units of creditable upper division or graduate work.

Column 013          Master's degree with sixty-six (66) semester units of upper division or graduate work, or Bachelor's degree with a total of seventy-two (72) semester units of upper division or graduate work.

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

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; reasonably related to the unit member's District assignment; related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

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

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One (1) semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District-sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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

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

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

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

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

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

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of ten (10) class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

2.027 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five (5) years have elapsed between completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

The Parties agree to collaboratively develop a process for verifying Association-sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.

Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.

SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occurs after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association-sponsored programs that have been approved for credit by the District. Participation in Association-sponsored trainings, professional development and workshops must be

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verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

2.03 PROFESSIONAL DEGREES AND HIGHLY SPECIALIZED CURRICULA

Professional degrees and courses other than those in education or arts and sciences may be credited based upon evaluation of transcripts if the courses meet the requirements specified in Section 2.02 and are determined to be reasonably related to the unit member's assignment. Unit members should ensure that degrees and courses qualify for salary advancement credit before enrollment and payment of fees.

2.04 SUMMER WORK EXPERIENCE

A maximum of eight (8) units of salary credit is allowed for summer work experience provided:

- A. The employment is directly related to the unit member's current District assignment, or
- B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the District assignment, and
- C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the calendar year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

2.05 COLUMN ADVANCEMENT

- 2.051 A. Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the District on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
  - B. Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the District on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.
  - C. For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is one-half (1/2) or larger (i.e., thirty-five and one-half [35 ½] semester units will be counted as thirty-six [36] semester units).
- 2.052 If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

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- 2.053 Degrees are earned on the date conferred as posted on the official transcript or on the date the registrar certifies without qualification that all courses and other degree requirements were completed.

3.00 INITIAL STEP PLACEMENT

Newly employed unit members will be placed on the appropriate column as defined in Section 2.00 and on the appropriate step as defined in Sections 3.01-3.04.

3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE

Teaching and/or certificated experience outside the District is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one (1) month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this District. Substitute teaching outside the District is creditable only if it was full-time, continuous, and at least one (1) month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the District is not creditable.

3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE

District teaching or certificated experience prior to employment by contract and completed the end of the prior school year is creditable except summer school and intersession teaching. Twenty (20) full days of substitute teaching is equivalent to one (1) month of service; ninety (90) hours of hourly District teaching experience is equivalent to one (1) month of service. Substitute teaching days worked during the first fiscal year of contract service are not creditable for initial step placement but shall be applied toward credit for salary advancement in the following fiscal year. A maximum of ten (10) months of District experience will be credited within any twelve (12) month period. Unit members who have creditable service with the District and are reemployed will receive full credit for creditable experience outside the District up to the maximum allowable. This will be in addition to credit received for creditable prior service with the District.

3.03 NON-TEACHING EXPERIENCE

Audiologists, Speech-Language Pathologists, and Senior Speech-Language Pathologists: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the District is creditable if the position required a credential.

Unit members assigned to one of the job classes listed in the previous paragraph will receive experience credit for previous full-time or full-time equivalent employment as a licensed or certified professional up to the maximum step of the Salary Schedule. Self-employment experience in a private practice is not creditable. Specific non-school experience for Speech-Language Pathologists and Senior Speech-Language Pathologists may be credited as defined below:

- 3.031 Speech-Language Pathologist and Senior Speech Language Pathologists:  
Employment as a Licensed Speech-Language Pathologist in settings which include, but are not limited to: community/public health agencies, mental health agencies, rehabilitation/recovery centers, nonpublic agencies, and–hospitals. Settings which are excluded include, but are not limited to: non-clinical and research pathology.

3.04 TOTAL EXPERIENCE CREDIT

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Effective July 1, ~~2018-2022~~, experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten (10) months of experience will be credited within any twelve (12)-month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

Step	Months of Experience
1	0 – 7.3
2	7.4 – 17.3
3	17.4 – 27.3
4	27.4 – 37.3
5	37.4 – <del>47.3</del> <u>47.3</u>
6	<del>47.4 – 57.3</del> <u>47.4 – 57.3</u>
7	<del>57.4 – 67.3</del> <u>57.4 – 67.3</u>
8	<del>67.4 – 77.3</del> <u>67.4 – 77.3</u>
9	<del>77.4 – 87.3</del> <u>77.4 – 87.3</u>
10	<del>87.4 – 97.3</del> <u>87.4 – 97.3</u>
11	<del>97.4 – 107.3</del> <u>97.4 – 107.3</u>
12	<del>107.4 – 117.3</del> <u>107.4 – 117.3</u>
13	<del>117.4 – 127.3</del> <u>117.4 – 127.3</u>
14	<del>127.4</del> <u>127.4</u> or more

~~This language is not intended to compact the salary schedule.~~ The Parties agree to meet and discuss the implementation of this language through the Certificated Salary Evaluating Committee.

Nothing in this Section shall result in any unit member receiving a lesser salary due to the modifications to the total experience credit provisions of this Appendix. Unit members assigned to the job classes covered by this Appendix at the time of the adoption of this Agreement shall be placed on a step commensurate with their months of experience outside of the District, and/or inside of the District prior to July 1, 2007, up to a maximum new initial step placement at step five (5) as outlined in Section 2.0 and 3.0 of this Appendix. ~~The new step placement of affected unit members shall be based on their new initial step placement and additional years of experience in the District.~~

3.05 LONGEVITY STIPEND

~~Effective June 30, 2020, at 11:59 p.m., a~~ An annual longevity stipend shall be added to the Salary Schedule and paid to unit members who have completed 22 or more years of creditable experience. This stipend shall be paid on a monthly prorated basis. A maximum of ten (10) months of experience will be credited within any twelve (12)-month period. In evaluating experience credit, partial years will be added together and the total will determine the stipend amount. The break point for determining the stipend is:

\$2,600 Stipend*	Months of Experience
Longevity 22 years	220 or more

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full work year (July 1 – June 30) the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual

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salary as the actual days worked bear to the total number of days in the Board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

#### 4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who is in contract paid status for seventy-five percent (75%) or more of the number of days in the base certificated work year, regardless of the percentage assignment, will advance one step for each year of creditable District service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular Board-adopted calendar will not count for step advancement.

4.022 A unit member who has reached the maximum step of a column and qualifies to advance to a higher column shall receive full experience credit on the new column for prior years of creditable contract service.

4.023 The seventy-five percent (75%) requirement in Section 4.021 above shall apply to any increases or decreases to the base certificated work year which may occur due to state law or Board action.

4.024 Part time unit members who work less than on hundred thirty-eight (138) days in one (1) school year, but work a total of one hundred thirty-eight (138) or more days in two (2) consecutive school years can accumulate days worked from both years in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.

#### 4.03 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT

##### 4.031 MILITARY, EXCHANGE, AND SABBATICAL

A unit member who is approved for military, exchange, or sabbatical leave will earn the same step advancement credit as if in regular certificated service.

##### 4.032 CONSULTANT

Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the ~~chief human resources officer, and~~ Human Resource Services Division that the service provides a direct benefit to the District.

##### 4.033 PROFESSIONAL STUDY

A unit member who is approved for professional study leave will earn one (1) step advancement upon completion of a full-time college program (twenty-four [24] upper division or graduate semester units). One (1) semester of college work (twelve [12] upper division or graduate semester units) and one (1) semester of District service, half time or more, during the same school year will qualify for one step advancement. Up to two (2) years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

#### 5.00 CERTIFICATED SALARY EVALUATING COMMITTEE

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This committee is comprised of an equal number of unit members and District management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

Completed applications for course work review must be received in the Human Resource Services Division by June 30 of the current school year to be considered by the committee for column placement or advancement in the current school year.

6.00 PAYMENT OF SALARIES

6.01 METHOD OF PAYMENT

The amounts shown on this salary schedule are annual salaries for ten (10)-month and year-round assignments which require the full number of scheduled workdays in the Board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in ten (10)-month assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, ~~September–August~~ through ~~June–May~~. For unit members in year-round assignments or elect to be paid twelve (12) equal salary checks, paydays normally will be the last day of the month when the central administrative offices of the District are open for business, July through June.

6.02 OVERPAYMENTS AND UNDERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE

7.01 Hourly Service

7.011 Non-classroom Assignment

\$39.35 per hour \*

This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly non-classroom assignment in addition to the regular contract assignment. Non-classroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other non-classroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

7.012 Workshop Participants

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\$26.25 per hour \*

This rate applies to a regular contract unit member who participates voluntarily in a District-sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service (the basic eight [8]-hour day and/or forty [40]-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment

\$51.94 per hour \*

Unit members who are offered and agree to work an additional classroom hourly assignment in addition to the regular contract assignment will be paid on a prorata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments as shown above or their current prorata rate, including any special compensation, whichever is greater. Prorata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by eight (8). (Additional hourly classroom assignments may require a waiver. See Section 24.3.)

7.014 Adult Education Hourly Assignment

\$33.44 per hour \*

This rate applies to teachers teaching and counselors counseling in District-sponsored adult education classes on an hourly basis.

7.015 Workshop Presenter

\$58.32 per hour \*

This rate applies to certificated staff teaching on an hourly basis in District-sponsored in-service education classes designed primarily for certificated staff members.

7.016 Tutoring Hourly Assignment

\$39.35 per hour \*

This rate applies to certificated employees providing intermittent supplemental certificated level tutorial services for designated pupils.

7.02 Extended-Day Service

Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class 012-13 of the Salary Schedule. The annual value of one extended day unit is:

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\$1,198.00

The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

7.03 Extended Work Year Service

7.031 Regular contract unit members on the basic Board-adopted calendar who are also assigned to work during the Spring or Winter vacation periods or intersession periods during the time between the last day of contract service in one school year and the first day of contract service in the following year will be compensated prorata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities ~~are a continuation of the unit member's regular contract assignment and~~ are essentially the same as those in effect during the regular work year.

~~Except for summer school session rates, t~~The daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the Board-adopted calendar. For assignments of less than eight (8) hours per day, the hourly rate will be the daily rate divided by eight (8).

~~For unit members compensated on this Salary Schedule who work in the District's summer school and intersession programs, the weekly and daily rates referenced in Appendix E, Schedules A and B, shall reflect the hourly equivalent rates of this Salary Schedule.~~

7.032 Mandated or Required Noncontract Service

These are days of service for regular contract unit members in addition to the basic contract service days in the Board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a District operational need, and will not exceed five (5) days in any school year. All mandated and required service days are paid on a prorata basis.

These additional days shall occur within the first week after the conclusion of the basic contract year or the week prior to the reporting date for unit members to begin a new basic contract year except that if the additional day is mandated or required within the basic contract year, the requirement may be met on a weekend, excluding Winter and Spring vacation periods, provided it does not interrupt a weekend of three or more days.

7.033 Temporary and Continuing Assignments

Section 7.033 applies only to extended work year service as contained in this Section and does not apply to non-classroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), or rates contained in other sections of this contract.

A. All regular contract unit members will be assigned to a basic Board-adopted contract year assignment and paid on the basis of prorata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. Unit members assigned to a site or program on a traditional schedule with a work year less than two hundred ~~and~~ eight

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(208) days (or two hundred and three [203] days during a furlough year) will be paid their annual salary in ten (10) equal monthly payments unless the unit member voluntarily elects to accept twelfthly checks subject to terms mutually accepted by the Association and the District. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a prorata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar (July 1 – June 30).

- B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.
  - 1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.
  - 2. A continuing assignment is one which is reasonably expected to continue as long as the job performance meets District standards but is subject to a reduction in or limitation of such additional days for any of the following reasons as determined by the Board of Education: loss or reduction of funding or enrollment, budget priority decisions, program or District reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons shall be as determined solely by the Board of Education. The Association shall have the right, upon request, to consult with the District regarding such decisions insofar as these decisions affect educational objectives.
- C. A regular contract unit member temporarily assigned to workdays in addition to the basic contract year and who performs the same set of responsibilities as were performed in the basic contract year in accordance with Section 7.031 will be paid for the extended work year service on a prorata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers' Retirement System (STRS) contributions by the unit member and the District.
- D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the approval of the unit member's supervisor and division head and the concurrence of the ~~chief human resources officer~~, Human Resource Services Division.
- E. Speech-Language Pathologist's and Senior Speech-Language Pathologist's basic contract work year will be one hundred eighty-four (184) days as provided for in Section 8.1.1. of this Agreement. The annual salary will be subject to STRS contributions by the unit member and the District.
- F. A regular contract unit member assigned an additional twenty-four (24) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the twenty-four (24) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments (unless the employee

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requests ten [10] equal monthly payments), each of which is subject to STRS contributions by the unit member and the District.

- G. A regular contract unit member assigned to an additional forty-four (44) workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a prorata of that salary for the forty-four (44) additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.
- H. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the District.
- I. A unit member who transfers to a job classification paid under this Salary Schedule may use any previously earned but unused vacation after the effective date of transfer at times mutually agreeable to the supervisor and unit member, or will receive lump sum compensation.
- J. If a transfer or reassignment between school calendars results in the unit member working an additional number of days beyond the authorized number of duty days, such days shall be paid at the unit member's prorata daily rate.

7.04 Supervision Session Service

~~Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Sessions are of two types: Late Afternoon Sessions— Session rate for events which occur after the end of the unit members' required on site duty hours and begin prior to 6 p.m. as follows:~~

~~\$34.39 \*~~

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

~~\$68.78 \*~~

Supervision sessions are those assignments after the unit member's required on-site duty hours and for which compensation is earned for supervising students at school-sponsored dances, interscholastic athletic events, or drama, music, and speech activities. Unit members shall be paid an hourly rate, as follows, for Supervision Session Service regardless of when an event starts. Supervision Session Service payments shall only apply to situations where the supervising educator is not already receiving a stipend for the work performed.

\$32.78 \*

7.06 Extended Workday Service

Unit members with less than full-time contracts who accept an assignment that extends the workday beyond that provided for in the part-time contract will be compensated on an hourly prorata basis. The extended service assignment will normally be of short duration and involve providing service

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in the place of an absent unit member or due to an unforeseen or emergency situation. This prorata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the duties and responsibilities are essentially identical with those in effect during the regular part-time contract day. The basis for prorata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 7.033, Paragraph E above. The resulting daily pay rate will be divided by eight (8) to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Rates listed below apply to unit members in 10-month traditional and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily prorata for additional days will also be paid prorata special compensation.

8.01 PUPIL PERSONNEL PROGRAMS

\$4,229.74 \* Senior Speech-Language Pathologist

The asterisks below shall be effective July 1, 2023.

\$2,000 \* Unit members who achieve and maintain a Certificate of Clinical Competence (CCC-SLP or CCC-A) from the American Speech-Language Hearing Association and/or are licensed to practice Speech-Language Pathology by the Speech-Language Pathology and Audiology Board of the State of California.

\$2,000 \* Unit members who meet the following criteria for identification as a Bilingual Speech-Language Pathologist:

- A. Hold a Bilingual Speech-Language Pathology Certificate from the California State University system or an equivalent certificate from an accredited college or university or has a passing score on the California Subject Examinations for Teachers (CSET) subtest that assesses language and communication skills in the language that the Speech-Language Pathologist uses to provide Speech-Language Pathology services, and
- B. Are actively providing Speech-Language Pathology services requiring the bilingual skills.

\* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 26, 2023  
 \_\_\_\_\_  
 76F2DE76523F42E  
 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 26, 2023  
 \_\_\_\_\_  
 220919A3C56A48A  
 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 26, 2023  
 \_\_\_\_\_  
 A659F18A00CC458  
 Abdul Sayid Date  
 Executive Director

DocuSigned by:  
*Kyle Weinberg* May 26, 2023  
 \_\_\_\_\_  
 63800B5262E8427  
 Kyle Weinberg Date  
 President

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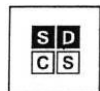
## PART-TIME CERTIFICATED ASSIGNMENTS

Assignment	Workday	Required time on site	Elementary Prep Time Per Week* (Minutes)	Secondary Prep Time Per Day* (Minutes)
100.00%	8 hrs.	6 hrs. 35 min.	60	55
87.50%	7 hrs.	5 hrs. 46 min.	53	48
80.00%	6 hrs. 24 min.	5 hrs. 16 min.	48	44
75.00%	6 hrs.	4 hrs. 56 min.	45	41
62.50%	5 hrs.	4 hrs. 7 min.	38	34
60.00%	4 hrs. 48 min.	3 hrs. 57 min.	36	33
50.00%	4 hrs.	3 hrs. 18 min.	30	28
40.00%	3 hrs. 12 min.	2 hrs. 38 min.	24	22
37.50%	3 hrs.	2 hrs. 28 min.	23	21
25.00%	2 hrs.	1 hrs. 39 min.	15	14
20.00%	1 hrs. 36 min.	1 hrs. 19 min.	12	11

\* Assume full-time teacher has sixty (60) minutes of prep time per week

\*\* Assume full-time teacher has fifty-five (55) minutes (1 period) of prep time per day

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



Mary Hopper  
Executive Officer to the Chancellor  
San Diego City Schools

Robin Whitlow  
Executive Director  
SDEA



## **Settlement of SDEA Grievance Related to Videotaping Filed 11/27/00 Clarification of the Electronic Recording of Meetings/Professional Growth Activities**

The District and the Association recognize the value of using videotapes to improve one's own performance. We hold the mutual interest of having principals who are skilled instructional leaders. To that end, we are sending this joint memorandum to clarify issues that have arisen around the videotaping that principals have been asked to do for their personal growth and development.

### **PURPOSE AND INTENT OF ELECTRONIC RECORDING**

Principals are being asked to videotape their own performance as instructional leaders as a means of developing their own leadership skills. The videotaping is a tool to be used for the purpose of professional growth and development. Other principals, the Instructional Leaders, and other members of the Institute may see these videotapes in the process of assisting with the development of the principals' skills as leaders.

### **WHAT WILL NOT BE ELECTRONICALLY RECORDED**

1. Decision-making meetings will not be videotaped.
2. Site Governance Team meetings will not be videotaped.
3. The required staff discussion of the proposed Blueprint, Year 2 Strategies will not be videotaped.

### **RULES OF THE ROAD**

1. The electronically recorded tapes will not be used for the purpose of evaluating teachers' performance.
2. The electronically recorded tapes will not be used in any way as a disciplinary device.
3. Teachers who do not wish to be electronically recorded should inform the principal prior to or at the beginning of the meeting.
4. Principals will be directed to provide off camera seating for those not wishing to be videotaped.
5. Teachers will be expected to attend and participate in the meetings/professional growth activities. Individual requests to not be electronically recorded will be honored.
6. There will be no repercussions for individuals who ask not to be videotaped.
7. Teachers who volunteer to demonstrate lessons must also be specifically asked to give their permission to be recorded during the demonstration.
8. Individual teachers have the right to make informed choices about electronic recordings without being coerced, harassed, or embarrassed by Association Representatives or District Administrators or District Agents.

We hope that this memorandum will finally clarify the issues that have developed regarding the videotaping of instructional meetings. Should further questions develop, you may address them through your Instructional Leader to the Institute for Learning or through the AR to the SDEA.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
SAN DIEGO EDUCATION ASSOCIATION  
AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
RE: Propositions MM, S, Z and Measure YY**


**June 20, 2019**

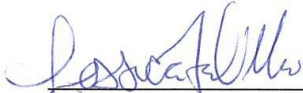
In order to minimize disruption to the instructional program, effective June 1, 2009 the District shall provide the following assistance to SDEA bargaining unit members required to pack/unpack their classroom/work space to allow for necessary bond measure projects (Propositions MM, S, Z and Measure YY):

1. All SDEA bargaining unit members shall be provided up to eight (8) hours of custodial time, upon request, to be used at their discretion to pack/unpack their classroom/work space when necessary to accomplish bond measure projects (Propositions MM, S, Z and Measure YY). Custodial time will not be available on Saturdays, Sundays, or holidays. If scheduled custodians do not appear to do the work, and the unit member performs the packing/unpacking as a result, the unit member shall receive non-duty release time with a paid Visiting Teacher.
2. Bargaining unit members shall receive a total of up to four (4) full-time release days with a paid Visiting Teacher each time they are requested to pack/unpack related to bond measure projects, even if they have also received release time due to the custodian not appearing for scheduled work.
3. If a bargaining unit member elects to pack/unpack on a non-contract day, or after the conclusion of the regular work day, he/she shall be given the choice of up to four (4) full-time release days, with a paid Visiting Teacher, or up to four (4) days of per diem pay. If the unit member selects up to four (4) full-time release days, the days may be used at the unit member's discretion prior to the end of the school year. These days may be carried over to the ensuing school year if there is insufficient time to use them.
4. This Agreement shall also apply to bargaining unit members who are requested to pack/unpack their classroom/work space materials due to a planned bond measure project scheduled to occur in their classroom/work space during a break period (i.e., holiday break, weekend, intersession, etc.)

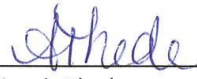
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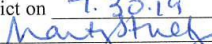
This Agreement shall remain in force through the end of all aforementioned bond projects and shall supersede the previous Memorandum of Understanding regarding Propositions MM, S, and Z related to the same topic.

 7/16/19  
\_\_\_\_\_  
Abdul Sayid Date  
Executive Director  
San Diego Education Association

 7-23-19  
\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations &  
Assistant General Counsel  
San Diego Unified School District

 7/16/19  
\_\_\_\_\_  
Kisha Borden Date  
President  
San Diego Education Association

 7-30-19  
\_\_\_\_\_  
Acacia Thede Date  
Chief Human Resources Officer  
San Diego Unified School District

Approved in public meeting of the Board of  
Education of the San Diego Unified School  
District on 7-30-19  
  
\_\_\_\_\_  
Marty Stultz, Board Action Officer,  
Board of Education

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 8, 2023**

Appendix K  
School Safety Education Code Referenced in Article 11  
~~Tentative Agreement – October 16, 2006~~

Only the language of Article 11, Safety Conditions of Employment, is grievable under the terms of this Agreement. The following sections of the California Education Code are based on a point in time and are provided for information purposes only. If anything in this Agreement conflicts with the Education Code, Education Code prevails. The contents of this Appendix are not subject to Article 15 – Grievance Procedure.

1. ~~48910~~

~~(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.~~

~~(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.~~

~~(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.~~

2. ~~48900~~

~~A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:~~

~~(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.~~

~~(2) Willfully used force or violence upon the person of another, except in self defense.~~

~~(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.~~

~~(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.~~

~~(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any~~

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~~kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.~~

~~(e) Committed or attempted to commit robbery or extortion.~~

~~(f) Caused or attempted to cause damage to school property or private property.~~

~~(g) Stole or attempted to steal school property or private property.~~

~~(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.~~

~~(i) Committed an obscene act or engaged in habitual profanity or vulgarity.~~

~~(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.~~

~~(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.~~

~~(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.~~

~~(l) Knowingly received stolen school property or private property.~~

~~(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.~~

~~(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266e, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.~~

~~(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.~~

~~(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.~~

~~(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school sanctioned events.~~

~~(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:~~

~~(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:~~

~~(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.~~

~~(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.~~

~~(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.~~

~~(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.~~

~~(2) (A) "Electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:~~

~~(i) A message, text, sound, video, or image.~~

~~(ii) A post on a social network Internet Web site, including, but not limited to:~~

~~(1) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).~~

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~~(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.~~

~~(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.~~

~~(iii) (I) An act of cyber sexual bullying.~~

~~(II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.~~

~~(III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school sanctioned activities.~~

~~(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.~~

~~(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.~~

~~(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:~~

~~(1) While on school grounds.~~

~~(2) While going to or coming from school.~~

~~(3) During the lunch period whether on or off the campus.~~

~~(4) During, or while going to or coming from, a school sponsored activity.~~

~~(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).~~

~~(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.~~

~~(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.~~

~~(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.~~

~~(Amended by Stats. 2018, Ch. 32, Sec. 49. (AB 1808) Effective June 27, 2018.)~~

3. \_\_\_\_\_ 44014

~~(a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars (\$1,000).~~

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~~(b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.~~

~~(c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).~~

~~(d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.~~

4. ~~49079~~

~~(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.~~

~~(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.~~

~~(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.~~

~~(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.~~

~~(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.~~

48900.

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind,

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and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of the pupil's own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph is inoperative on July 1, 2020.

(3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

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(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil’s physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with the pupil’s academic performance.

(D) Causing a reasonable pupil to experience substantial interference with the pupil’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. “Burn page” means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

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(3) “Reasonable pupil” means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil’s exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) (1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

(Amended by Stats. 2019, Ch. 279, Sec. 2. (SB 419) Effective January 1, 2020.)

48900.2.

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

(Added by Stats. 1992, Ch. 909, Sec. 2. Effective January 1, 1993.)

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48900.3.

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

*(Amended by Stats. 1999, Ch. 646, Sec. 25. Effective January 1, 2000.)*

48900.4.

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

*(Amended by Stats. 2002, Ch. 643, Sec. 2. Effective January 1, 2003.)*

48900.7.

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

*(Added by Stats. 1997, Ch. 405, Sec. 1. Effective January 1, 1998.)*

48910.

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

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(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

(Amended by Stats. 2004, Ch. 895, Sec. 10. Effective January 1, 2005.)

49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994–95 school year, the information provided shall be from the previous two school years. For the 1996–97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(Amended by Stats. 2000, Ch. 345, Sec. 2. Effective January 1, 2001.)

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:  
*Jessica Falk Michelli* May 9, 2023  
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Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
*Kyle Weinberg* May 9, 2023  
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Kyle Weinberg Date  
President

DocuSigned by:  
*Drew Rowlands* May 9, 2023  
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Drew Rowlands Date  
Chief Business Officer

DocuSigned by:  
*Abdul Sayid* May 9, 2023  
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Abdul Sayid Date  
Executive Director

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**WORKLOAD FORMULA****IEP SPECIFIC**

<b>Category</b>		<b>Value</b>	<b>Amount</b>
<b>Student Required Services</b>	Sal in General Ed.	# of hours/week	
	SAI Out of General Ed.	# of hours/week	
	<b>Total # of Hours</b>		
<b>Related Services</b>	OT, VI, etc.	# of Related Services	
<b>IEP Management Responsibilities/ Special Factors</b>	# of IEP Goals* 1-6	1	
	# of IEP Goals 7-12	2	
	# of IEP Goals 13 or more	3	
	Assistive Technology (requiring consultation with the AT Dept.)	1	
	Behavior Support Plan	2	
	Behavior Intervention Plan	3	
	<b>Total Points from Related Services and IEP Mgmt. Portion→</b>		

Instructions: Please complete one "IEP Specific" form with information directly from each student's IEP for every student on your case load in order to assess concerns about workload equity.

\*Goals encompass the work of instruction, progress monitoring, data collection and writing the goal.

**WORKLOAD FORMULA**

**Teacher Specific**

<b>Category</b>	<b>Criteria</b>	<b>Value</b>	<b>Amount</b>
Teacher Specific Work	Consultation	# of hours per week:	
	Collaboration	# of hours per week:	
	Co-Teaching	# of hours per week:	
	Direct Instruction	# of hours per week:	
	<b>Total # of Hours</b>		
<b>Para-Professionals</b>	# of Para's Requiring Direction	# of Paras.	
<b>Assessments &amp; Reassessments</b>	Interim	1	
	Triennials	2	
	Initial	3	
<b>Physical Needs</b>	Mobility Needs	# of students	
	Feeding Support	# of students	
	Toileting Support	# of students	
	<b>Total Points (PP, A&amp;R and PN)</b>		

**Summary of Workload Formula**

IEP Specific Portion	Total Hours:	Total Points:
Teacher Specific Portion	Total Hours:	Total Points:

Instructions: Each teacher will complete one "Teacher Specific" form for his/her individualized case load in order to assess workload equity.

**Tentative Agreement Between  
San Diego Unified School District  
And  
San Diego Education Association**

**2022 Successor Bargaining**

**May 25, 2023**

Appendix M

**ELEMENTARY PREPARATION AND ENRICHMENT TIME EDUCATOR  
ALLOCATION FORMULA**

Allocation for school sites will include any classroom teachers and all Preparation and  
Enrichment Time Educator(s) to calculate allocation.

<u>CLASSROOM TEACHER POSITIONS</u>	<u>ELEMENTARY PREP TIME TEACHER POSITION EQUIVALENT</u>	<u>NUMBER OF POSITIONS / DAYS OF WEEK</u>
<u>1.00 - 3.00</u>	<u>0.20</u>	<u>1 day</u>
<u>4.00 - 6.00</u>	<u>0.40</u>	<u>2 days</u>
<u>7.00 – 10.00</u>	<u>0.60</u>	<u>3 days</u>
<u>11.00 – 13.00</u>	<u>0.80</u>	<u>4 days</u>
<u>14.00 – 16.00</u>	<u>1.00</u>	<u>1 position</u>
<u>17.00 – 20.00</u>	<u>1.20</u>	<u>1 position + 1 day</u>
<u>21.00 – 23.00</u>	<u>1.40</u>	<u>1 position + 2 days</u>
<u>24.00 – 26.00</u>	<u>1.60</u>	<u>1 position + 3 days</u>
<u>27.00 – 30.00</u>	<u>1.80</u>	<u>1 position + 4 days</u>
<u>31.00 – 33.00</u>	<u>2.00</u>	<u>2 positions</u>
<u>34.00 – 36.00</u>	<u>2.20</u>	<u>2 positions + 1 day</u>
<u>37.00 – 40.00</u>	<u>2.40</u>	<u>2 positions + 2 days</u>
<u>41.00 – 43.00</u>	<u>2.60</u>	<u>2 positions + 3 days</u>
<u>44.00 – 46.00</u>	<u>2.80</u>	<u>2 positions + 4 days</u>

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<u>47.00 – 50.00</u>	<u>3.00</u>	<u>3 positions</u>
<u>51.00 – 53.00</u>	<u>3.20</u>	<u>3 positions + 1 day</u>
<u>54.00 – 56.00</u>	<u>3.40</u>	<u>3 positions + 2 days</u>
<u>57.00 – 60.00</u>	<u>3.60</u>	<u>3 positions + 3 days</u>

FOR THE DISTRICT:

DocuSigned by:  
*Jessica Falk Michelli* May 26, 2023  
76F2DE76533F42E...  
 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Drew Rowlands* May 26, 2023  
220919A3C55A48A...  
 Drew Rowlands Date  
 Chief Business Officer

FOR SDEA:

DocuSigned by:  
*Abdul Sayid* May 26, 2023  
A65BF18A0UCC458...  
 Abdul Sayid Date  
 Executive Director

DocuSigned by:  
*Kyle Weinberg* May 26, 2023  
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 Kyle Weinberg Date  
 President

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