San Diego Unified School District and San Diego Teachers Association, California Teachers Association, National Education Association (1992)
San Diego Unified School District and San Diego Teachers Association, California Teachers Association, National Education Association (1992)

Location
San Diego, CA

Effective Date
7-1-1992

Expiration Date
6-30-1995

Number of Workers
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Employer
San Diego Unified School District

Union
San Diego Teachers Association

NAICS
61

Sector
Local government

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Comments
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COLLECTIVE NEGOTIATIONS CONTRACT

between the

BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

SAN DIEGO TEACHERS ASSOCIATION
(NEA - Ind.)

JULY 1, 1992 through JUNE 30, 1995
COLLECTIVE NEGOTIATIONS CONTRACT
BETWEEN
THE SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
THE SAN DIEGO TEACHERS ASSOCIATION

The following Agreement for the 1992-1995 school years has been reached by designated representatives of the Board of Education and the San Diego Teachers Association in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:

Raymond E. Williams
Assistant Superintendent
Human Resource Services Division

Date: 10/5/92

Ann Armstrong
President,
Board of Education

Date: 10/5/92

FOR THE ASSOCIATION:

William Crane
President,
San Diego Teachers Association

Date: 10/5/92

Dianne Jones
Negotiations Team Chair
San Diego Teachers Association

Date: 10/5/92

William Harju
Executive Director
San Diego Teachers Association

Date: 10/5/92

Approved in public meeting of the Board of Education of the San Diego Unified School District on 10/5/92.

Cheryl Ward, Recording Secretary
Board of Education
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ARTICLE I. AGREEMENT

The articles and provisions contained herein and the appendices attached hereto constitute the bilateral and binding contract by and between the San Diego Unified School District (District) and the San Diego Teachers Association/California Teachers Association/National Education Association (Association), an employee organization.
ARTICLE 2. RECOGNITION

Section 2.1: DISTRICT RECOGNIZES ASSOCIATION

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

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 and visiting teachers.

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:


3.1.2. "Association" means the San Diego Teachers Association, CTA/NEA.

3.1.3. "Board of Education" means the Board of Education of the San Diego Unified School District.

3.1.4. "Daily Rate of Pay" is a divisor for salary deduction used in calculating salaries for contract unit members serving less than a full school year. For 1992-1995 the divisor is 184.

3.1.5. "Day" or "Workday" is any day when the unit member is scheduled to be on duty and the central administrative offices of the District are open for business.

3.1.6. "Department Head" means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all certificated and classified employees assigned to the department.

3.1.7. "District" means the San Diego Unified School District also known as San Diego City Schools.

3.1.8. "Division" refers to any of the following major organizational units (Divisions): School Services, Human Resource Services, Finance, and Business Services. Division, when used in this Agreement, may mean either the major district organizational unit (Division) or a particular division office empowered to render decisions, responses, or approvals on behalf of the division.

3.1.9. "Division Head" refers to the administrator in charge of a division, with total responsibility to manage all affairs of the division including general control of all certificated and classified employees assigned to the division. In the case of the School Services Division, each area assistant superintendent shall be the division head for his/her assigned area.

3.1.10. "Intersession Unit Member" is one employed on a temporary basis to teach in an intersession, in a similar capacity to a summer school unit member.

3.1.11. "Principal" means the chief executive officer (site supervisor) of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified employees assigned to serve in the school.

3.1.12. "Pro Rata Pay" is the regular contract unit member's basic 184-day contract salary including special compensation, if any, divided by 184 to determine a daily pay rate. Other than for summer school and intersession rates as defined in this Contract, for assignments of less than eight (8) hours per day, the daily rate shall be divided by eight (8) to determine hourly rate.

3.1.13. "Regular Contract Unit Member" is one employed on a continuing ten- (10-) month contract for the number of workdays specified in Section 8.1 of this Contract.
Article 3 - DEFINITIONS (Continued)

3.1.14. "Seniority" of a unit member, unless otherwise herein stated, shall be defined as beginning from the last effective date of employment in a position within the bargaining unit. A person remaining in the employment of the District who leaves the bargaining unit shall continue to accrue seniority in the certificated bargaining unit for up to three (3) years. An authorized leave of absence shall not constitute a break in service for seniority purposes. Further, any unit member whose resignation has been rescinded or who is reemployed without a break in service shall be afforded accrued seniority.

3.1.15. "Summer School Unit Member" is one employed on a temporary basis to teach in a summer school or extended school year instructional program.


3.1.17. "Supervisor" means the principal or other management employee responsible for general control and supervision of certificated and classified staff.

3.1.18. "Unit Member" refers to any employee who is included in the certificated employees' bargaining unit and, therefore, covered by the terms and provisions of this Agreement.

3.1.19. "Visiting Teacher" is a credentialed person employed to work in the absence of a unit member.

3.1.20. "Year-round Program Unit Member" is one employed as a regular contract unit member but whose days of service, as defined in this Agreement, are distributed over the twelve- (12-) month year-round school program or a twelve- (12-) month services program.
ARTICLE 4. NEGOTIATION PROCEDURES

Section 4.1: TIMING OF NEGOTIATIONS
Not later than the second Tuesday during the month of March of the year in which this Agreement expires, the Association shall submit its proposal for a successor agreement to the District.

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

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

Section 4.2: CONSULTANTS
The Association and the District may use the services of outside consultants to assist in negotiations.

Section 4.3: SCHEDULING BARGAINING SESSIONS
Negotiations shall take place at mutually agreeable times and places.

Section 4.4: RELEASED TIME FOR NEGOTIATIONS
The Association may designate not more than seven (7) representatives who will be empowered to negotiate with the District. When negotiations with the District are scheduled during working hours, association representatives will be released from work without loss of pay.

Section 4.5: AUTHORITY TO BARGAIN
The Association and the District agree to confer on their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Section 4.6: TENTATIVE AGREEMENTS
During negotiations, when tentative agreement is reached on an item, it will be reduced to writing and signed by the parties. Tentative agreement may be withdrawn by either party at any time.
ARTICLE 5. EMPLOYEE ORGANIZATION RIGHTS

Section 5.1: USE OF DISTRICT FACILITIES

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

Section 5.2: BULLETIN BOARDS

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

Section 5.3: ACCESS TO DISTRICT PREMISES

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

5.3.1. Visits to unit members for the purpose of conducting official association business shall be confined to non-working hours. For unit members on a six- (6-) hour, thirty five- (35-) minute workday, non-working hours are defined as before and after the assigned hours of work and during lunch periods. When the on-site workday includes a designated rest break, the rest break shall be considered non-working time.

5.3.2. The principal or department head, or his/her designee, shall be notified immediately upon arrival of the association staff representative and prior to the conduct of association business.

5.3.3. Visits to unit members for the purpose of processing grievances may be made during working hours by prearrangement with the principal or department head. The principal or department head shall provide areas for such grievance processing. Such visits shall be scheduled at a time which will not interfere unreasonably with the operation of the District’s business and will comply with notice rights stated in Section 5.3.1.

5.3.4. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging on the work or privacy of other employees, and the location shall be determined by mutual agreement between the designated association representative and principal or department head, or designee. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the association staff representative’s business.

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.
Article 5 - EMPLOYEE ORGANIZATION RIGHTS (Continued)

5.3.7. In the event that there are problems or concerns with the Association’s access to district premises, either on the part of the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.

Section 5.4: ASSOCIATION LEAVE

5.4.1. Upon request of the Association, the District will grant one (1) unpaid leave of absence to a member of the Association. This leave will be for two (2) years. Upon request of the Association, this leave shall be extended for two (2) years.

5.4.2. The Association may request additional days of unpaid, released time for members of the bargaining unit.

5.4.3. The Association shall have an unlimited number of workdays per fiscal year (July 1 - June 30) of leave to use for association business. However, the number of days used by an individual unit member for association business cannot exceed ten (10) days. The Association will reimburse the District for the cost of each visiting teacher’s salary. In the event that there are problems or concerns with the implementation of association leaves, either by the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.

5.4.4. The length and time of the leave shall be by mutual agreement of the Association and the Assistant Superintendent, Human Resource Services Division, in consultation with the site supervisor.

5.4.5. The Association shall submit written requests for all such leave sufficiently in advance of the request to ensure that consultation/notification can take place with the site and provisions made for visiting teacher coverage.

5.4.6. Summer school unit members elected as NEA delegates may attend scheduled activities if unit members find a qualified visiting teacher to replace them. Absences for such activities shall not exceed five (5) workdays.

Section 5.5: BARGAINING UNIT NAME/ADDRESS LISTS

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

Section 5.6: ASSOCIATION REPRESENTATIVES

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

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

5.6.1.1. To represent the Association at the site, center, or program to the site administrator or supervisor.
Article 5 - EMPLOYEE ORGANIZATION RIGHTS (Continued)

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

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

5.6.3. In the event of resignation of the association representative due to separation from the Association or the District, transfer to another work location, or other reasons mutually agreed to by the Association and the District, the designated official alternate shall become the association representative and shall assume all rights and responsibilities of the office.

5.6.4. When an elementary, secondary, or Child Development Center site is closed, consolidated, undergoes a grade-span organizational change, or is reorganized, the association representatives of all sites concerned shall carry their site representative rights to their new location and shall maintain them for thirty (30) workdays after reporting to the new location by which time the appropriate number of representatives shall be selected by the Association.

Section 5.7: ASSOCIATION MEETINGS

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

On one (1) Wednesday per month, or other day upon mutual agreement between the principal and association representative, an association site meeting may be held fifteen (15) minutes after the dismissal of students. If the site is on a modified schedule, the meeting shall be fifteen (15) minutes following the time students would be dismissed if the site were not on a modified schedule.

Section 5.8: RELEASE TIME FOR ASSOCIATION MEETINGS

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

Section 5.9: OFFICIAL REPRESENTATIVE LIST

The Association agrees to provide the Assistant Superintendent, Human Resource Services Division, with a list of Council Representatives and their alternates, officially-designated association representatives and their alternates, association bargaining team members and their alternates, and Board of Directors members by name and location as soon as possible following the commencement of the school year and any subsequent changes. Recognition will be granted only to those persons whose names appear on the most recent official list supplied by the Association. The Association shall provide the District with a schedule of meetings of Council Representatives and Board of Directors by September 15 each year.
Section 5.10: **SALARY SCHEDULE PLACEMENT SUMMARY**

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

Section 5.11: **DISTRICT BUDGETS**

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

Section 5.12: **ASSOCIATION REPORTS AND ANNOUNCEMENTS**

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

Section 5.13: **SITE MEETINGS WITH ASSOCIATION REPRESENTATIVES**

The principal or immediate supervisor of each site, center, or program which employs unit members shall meet upon request with the official association representative to discuss questions relating to the implementation of this Contract. These meetings shall be at a time mutually agreed upon within the representative’s regular, on-site workday, but not during instructional time.
ARTICLE 6. DISTRICT RIGHTS

Section 6.1: RIGHTS RESERVED

All rights not specifically enumerated in this Agreement are reserved to the public school employer and may not be a subject of meeting and negotiating, grievances, or restriction on the right of the District to manage the District and to direct its employees and operations.
ARTICLE 7. WAGES

Section 7.1: SALARY RATES

The 1992-93 salary rates shall be identical to the final 1991-92 salary rates including all increases established in the 1989-92 Agreement between the parties.

Section 7.2: ADDITIONAL FUNDS

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

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

7.2.1.2. New funds received by the District from the State for the Master Plan for Special Education programs that result from changes in the State funding formulas or funding levels for this program and are not the result of unit growth funding by the State.

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

Section 7.3: RETROACTIVE COMPENSATION

Compensation paid pursuant to this Article shall be paid only to unit employees who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the 1992-93, 1993-94, and the 1994-95 salary schedules, respectively, and to employees who retire or are laid off between July 1 and the date of Board adoption in the applicable year.

Section 7.4: MEAL CHARGES

The District agrees to pay the meal charges for meals provided by the District and consumed at the Race/Human Relations Outdoor Education Program (Camp Palomar) for those teachers assigned to accompany their classes to the program and those teachers who are permanently assigned to the program.

Section 7.5: MILEAGE

Approved mileage for certificated employees will be the current applicable Internal Revenue Service rate.
ARTICLE 8. HOURS OF EMPLOYMENT

Section 8.1: CONTRACT DUTY DAYS

The academic teaching year shall consist of no more than one hundred and eighty-four (184) teaching and non-instructional days. School Psychologist and Senior School Psychologist positions will be assigned a one hundred and ninety (190) workday calendar.

Section 8.2: CALENDAR

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

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

8.2.2. The District agrees to consult with the Association on the proposed Master Calendar prior to its adoption by the Board.

8.2.3. Unit members who, by virtue of their assignment, are required to work an individualized calendar will develop such a calendar, subject to approval by the immediate supervisor to assure that it has the appropriate number of workdays, that it does not conflict with district or site scheduled activities or staffing needs, and that it conforms to appropriate district holidays.

Section 8.3: MINIMUM, SHORTENED AND MODIFIED DAYS

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

Section 8.4: STUDENT GRADE REPORTS

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

Fourth quarter grades shall not be required prior to two (2) days before the end of the semester, except for students being promoted to senior high or graduating students unless approved by the appropriate assistant superintendent, School Services Division. For all four (4) quarters, notices of failures and unsatisfactory citizenship may be required prior to any of these cutoff times to facilitate counseling and/or provide for parent notice.

8.4.2. In secondary schools using six (6) student grade reports during the school year, sometimes referred to as the six- (6-) week student progress report, unit members will fill in the grades on the assigned date for the first, second, fourth, and fifth report card.
Article 8 - HOURS OF EMPLOYMENT (Continued)

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.

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

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

8.5.2.1. Unit members covered by this provision are not required, by contract, to remain on site for eight (8) hours each day. Such unit members may, however, be expected to remain on site when their assignments, or other scheduled responsibilities connected with their assignments, occur after the six- (6-) hour and thirty-five- (35-) minute day.

8.5.2.2. It is not expected that these unit members be required, each day, to obtain approval to leave the site prior to the expiration of an eight- (8-) hour day. Mutual arrangements between such unit members and their supervisors should be worked out for the year.

8.5.2.3. This contract language is meant to provide unit members covered by this provision with a greater degree of professional judgment with respect to their workday than has been the case under previous contract language. It is not expected that such unit members would routinely be required to remain on site for eight- (8-) hours each school day.

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

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

8.5.5. Within the forty- (40-) hour workweek, supervisors shall have the right to call and require attendance at a reasonable number of staff meetings.
### Article 8 - HOURS OF EMPLOYMENT (Continued)

#### 8.5.6. Subject to Section 8.5.2., secondary unit members whose schedule includes both classroom and non-classroom duties at one (1) work location shall be required to remain on site for more than six (6) hours and thirty-five (35) minutes a day, but less than eight (8) hours exclusive of a duty-free lunch period. The duty-free lunch period shall be a minimum of thirty (30) minutes. The specific on-site workday schedule of such unit members exclusive of lunch shall be as follows:

<table>
<thead>
<tr>
<th>Teaching Schedule</th>
<th>On-Site Workday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom, 4 hours; Non-classroom, 1 hour</td>
<td>7 hours</td>
</tr>
<tr>
<td>Classroom, 3 hours; Non-classroom, 2 hours</td>
<td>7 hours, 15 minutes</td>
</tr>
<tr>
<td>Classroom, 2 hours; Non-classroom, 3 hours</td>
<td>7 hours, 30 minutes</td>
</tr>
<tr>
<td>Classroom, 1 hour; Non-classroom, 4 hours</td>
<td>7 hours, 45 minutes</td>
</tr>
</tbody>
</table>

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

#### 8.5.8. Off Campus Integrated Learning Education (OCILE) Programs

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

**8.5.8.2. Camp Palomar.**

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

b. Participating classroom teachers will meet with the Palomar principal upon arrival on Monday morning to jointly develop the schedule of classroom teacher activities.
Article 8 - HOURS OF EMPLOYMENT (Continued)

c. The District will fund one visiting teacher day for each unit member participating in the Outdoor Education Program at Palomar commencing with the 1993-94 school year.

8.5.8.3. **Old Town and Balboa Park Programs**

While participating in the Old Town and Balboa Park Programs, the teacher and the principal shall mutually agree to develop flexible starting times to avoid extending the work week beyond forty (40) hours.

Section 8.6: **SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS**

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

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

Section 8.7: **ELEMENTARY PREPARATION TIME**

8.7.1. **Elementary Preparation Time Program**

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

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

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

8.7.2.2. The Committee will be charged as follows:

a. To obtain suggestions from the elementary school sites relative to the use of the preparation time teachers, and to develop a timeline for implementation and the process for determining the participation of schools and teachers.

b. To anticipate and develop recommended procedures to cover any unique employment conditions attendant to preparation time teachers, including provisions related to travel time, preparation time, number of sites served, length of instructional sessions/weeks, class size, number of classes, etc.
Article 8 - HOURS OF EMPLOYMENT (Continued)

c. To monitor the allocation of preparation time to each elementary school.

8.7.3. Change in Subject Emphasis

Requests for change in subject emphasis for the following year shall be determined by the shared decisionmaking process, shall be submitted to the Preparation Time Committee by February 1 and shall be considered in accordance with the district preparation time procedures.

8.7.4. Implementation of Preparation Time

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

8.7.4.2. All classroom teachers, grades K/1, 1-6, special day class teachers, SH, LH, CH, SED, PF, D/HH and K teachers with the same pupil contact time as other classroom teachers at their site are eligible for preparation time.

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

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

8.7.5. Rights of Preparation Time Teachers

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

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

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

8.7.5.4. The determination of the preparation time teacher's cost center, in the case of a split assignment, shall be the site with the largest time allocation. If schools share a preparation time teacher on an equal basis, the cost center will be determined alphabetically (closest to the letter A).

8.7.6. Modified Days. Elementary school preparation time will also be provided at sites where modified-week schedules are currently in place. During the modified days established for this purpose, the site shall not schedule required meetings or conferences.
Article 8 - HOURS OF EMPLOYMENT (Continued)

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

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

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

Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS

The provisions of Section 8.6. may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:

8.8.1. If approved by the certificated staff involved, the principal, and the division, and there is no increase in the number of hours per week, as stated in Section 8.6.1.

8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.6., and the increase is approved by the certificated staff involved, the principal, the division and the Association.

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

Section 8.9: EMERGENCY CLASS COVERAGE

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

Emergency class coverage exceeding three (3) hours in one (1) academic year shall be compensated on a pro rata basis of the day-to-day visiting teacher rate.

Section 8.10: LIMITATION ON NUMBER OF PREPARATIONS

The District and the Association agree that the number of different subject preparations directly affects the work hours of the secondary classroom teachers. As a recognition of this situation, the District agrees to limit the number of courses to be taught by a secondary classroom teacher to no more than three (3). Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division.

An advisory period is not defined to be a different subject for purposes of establishing the number of preparations.
Section 8.11: **NON-CLASSROOM SUPERVISION**

Supervision responsibilities outside regular classroom requirements shall be determined at each site. When developing supervision schedules, schools are strongly encouraged to use the shared decisionmaking process. Supervision schedules at schools should address the following interests:

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

Section 8.12: **CONTRACT INDEPENDENT STUDY**

The District and the Association share an interest in minimizing the impact of Contract Independent Study (CIS) on teacher time. It is recommended that schools use the shared decisionmaking process to determine how CIS will be handled at the site. Teachers are to have one week notice to prepare contracts unless it is a personal or family emergency.
ARTICLE 9. HEALTH AND WELFARE BENEFITS

Section 9.1: ELIGIBILITY

9.1.1. Eligible unit members are those active monthly salaried unit members working one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on District-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to the District. Monthly salaried unit members working less than one-half (1/2) time have the option to enroll for medical plan coverage by paying the required fee on a tenthly pro rata basis.

9.1.2. Exceptions:

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

a. A unit member must pay for medical, dental, and/or vision coverage on a tenthly pro rata basis, if coverage is desired.

b. A unit member who elects coverage under any District-sponsored dental and/or vision plan must make the required tenthly pro rata contribution for the plan(s) selected through the end of the calendar year. If coverage under any District-sponsored dental and/or vision plan continues into a subsequent calendar year, the required tenthly pro rata contributions for the plan(s) must be made through the end of that calendar year.

c. Life insurance benefits as described in Section 9.4 shall remain in effect for unit members participating in the job-sharing program.

d. All other provisions of this Article shall remain in effect.

9.1.2.2. BSSAP/Hourly Instructors, except district retirees, may purchase District medical coverage at established group rates, subject to necessary negotiations with the medical insurance carriers and subject to applicable rules and procedures established for all other unit members.

9.1.3. Eligible dependents are:

9.1.3.1. A unit member's spouse who has not entered a final decree of divorce or an annulment from the unit member and is not on active duty as a member of the armed forces.

9.1.3.2. A unit member's unmarried child (including any stepchild, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her nineteenth birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces.
Article 9 - HEALTH AND WELFARE BENEFITS (Continued)

9.1.3.3. A unit member’s unmarried child (including any stepchild, legally-adopted child, or child for whom the unit member is named legal guardian by court order) who is nineteen (19) years of age but less than twenty-five (25) years of age (less than twenty-three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full-time student. The vocational/technical school must be approved by the State Department of Education.

9.1.3.4. A unit member’s unmarried child (including any stepchild, legally-adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

9.1.4. Effective date and termination of coverage:

9.1.4.1. Coverage commences on the first day of the month following the first day of paid service in a monthly salaried position or Basic Skills assignment.

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

9.1.4.3. Unit member coverage terminates on the last day of the month following the month in which paid service in a monthly salaried position or Basic Skills assignment ceases (except that if such paid service ceases in June or July, coverage will continue through September 30 of the same year) or the end of the period for which any required contribution has been made, whichever occurs first.

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

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

Section 9.2: MEDICAL BENEFITS PLANS

9.2.1. The District will provide three (3) hospital, surgical, and medical benefit plan options to eligible unit members and dependents:


9.2.1.2. San Diego City Schools Medical Benefits Plan.

Article 9 - HEALTH AND WELFARE BENEFITS (Continued)

9.2.2. The District shall pay the full cost of the San Diego City Schools Medical Benefits Plan. Unit members selecting coverage under the Kaiser Plan or the Health Net Plan will contribute the difference, if any, in cost between their choice and the San Diego City Schools Medical Benefits Plan. No unit member contribution will be required if this difference is less than one dollar ($1.00) tenthly.

9.2.3. The San Diego City Schools Medical Benefits Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended in conformance with the 1993 Board of Education-adopted San Diego City Schools Medical Benefits Plan Document, adopted by the Board of Education and approved by the Association.

9.2.4. The Kaiser Foundation Health Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Kaiser Foundation Health Plan A shall be amended to include Mental Health 3, a $5.00 prescription drug plan and the Alcoholism and Drug Dependency (Residential Treatment Program) benefit.

9.2.5. The Health Net Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Health Net Plan shall be amended to include a prescription copay of seven dollars ($7.00) for generic and nine dollars ($9.00) for brand name drugs.

Section 9.3: DENTAL BENEFITS PLAN

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

9.3.1.1. San Diego City Schools Dental Benefits Plan.

9.3.1.2. DeltaCare Dental Plan (through December 31, 1992).

9.3.1.3. Safeguard Dental Plan (through December 31, 1992).

9.3.1.4. Western Dental Services (effective January 1, 1993).

9.3.1.5. DentiCare (effective January 1, 1993).

9.3.2. The District shall pay the full cost of the San Diego City Schools Dental Benefits Plan. Unit members selecting coverage under the DeltaCare Plan or the Safeguard Plan will contribute the difference, if any, in cost between their choice and the San Diego City Schools Dental Benefits Plan. No unit member contribution will be required if this difference is less than one dollar ($1.00) tenthly. Effective January 1, 1993, the District shall pay the full cost of the San Diego City Schools Dental Benefits Plan. Unit members selecting coverage under Western Dental Services or DentiCare will contribute the difference, if any, in cost between their choice and the San Diego City Schools Dental Benefits Plan. No unit member contribution will be required if this difference is less than one dollar ($1.00) tenthly.
Article 9 - HEALTH AND WELFARE BENEFITS (Continued)

9.3.3. The San Diego City Schools Dental Benefits Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended in conformance with the 1993 Board of Education-adopted San Diego City Schools Dental Benefits Plan Document, adopted by the Board of Education and approved by the Association.

9.3.4. The DeltaCare Dental Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992.

9.3.5. The Safeguard Dental Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992.

9.3.6. Effective January 1, 1993, the District shall offer Western Dental Services as a dental plan option which shall remain in full force and effect for the duration of this Agreement.

9.3.7. Effective January 1, 1993, the District shall offer DentiCare as a dental plan option which shall remain in full force and effect for the duration of this Agreement.

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 through December 31, 1992. Effective January 1, 1993, the Plan shall be amended to include coverage for eligible dependents and shall require an annual deductible of twenty-five dollars ($25.00) for each covered person.

Section 9.5: LIFE INSURANCE

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

9.5.2. Additional insurance may be purchased by the unit member under conditions specified by the carrier and the District.

Section 9.6: HEALTH AND WELFARE BENEFITS COMMITTEE

9.6.1. The parties agree to the appointment of a Districtwide Health and Welfare Benefits Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall establish its own meeting schedule.

9.6.2. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.
Article 9 - HEALTH AND WELFARE BENEFITS (Continued)

9.6.3. The Committee may develop advisory recommendations from time to time regarding modifications to the Health and Welfare Benefit Programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group.

Section 9.7: GENERAL

9.7.1. Benefits of the San Diego City Schools Medical Benefits Plan referred to in Section 9.2 and the San Diego City Schools Dental Benefits Plan referred to in Section 9.3 will be District funded. The District-funded benefit fund will be subject to full guarantees as to its separate integrity from other District funds, and the fund shall be subject to audit by the internal auditor, independent District contract auditors, and the County auditor/controller. The Board of Education, as an elected body, shall provide for the management and control of the funds as a public trust. The District and the Association shall establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either party may request a quarterly meeting for audit review purposes.

9.7.2. Medical and/or dental records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing.

9.7.3. Under the San Diego City Schools Medical Benefits Plan and the San Diego City Schools Dental Benefits Plan, each spouse can cover the other as a dependent provided they are both members of the plan. Dependent children may be covered as dependents under both parents.

9.7.4. Risk Management Resources, Inc. (RMR) shall serve as the processor for claims under the self-funded medical and dental plans of the District.

9.7.5. Unit members on leave of absence enrolled in the medical plans referred to in Section 9.2 or the dental plans referred to in Section 9.3 may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 9.2 may elect to change plans only during the annual open enrollment period.

9.7.6. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.

9.7.7. A spouse of a deceased unit member, or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System), at the time of his or her death may continue participation in the medical plans referred to in Section 9.2. To qualify under this provision, all of the following requirements must be met:

9.7.7.1. The unit member or retiree must have been covering his/her qualified dependents under one of the medical plans referred to in Section 9.2 at the time of his/her death.

9.7.7.2. The spouse must notify the Employee Benefit Services Department within thirty-one (31) days of the date when coverage would normally terminate, that coverage should be continued.
Article 9 - HEALTH AND WELFARE BENEFITS (Continued)

9.7.7.3. Required contributions must be received by the Employee Benefit Services Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District with due dates determined by the District.

9.7.8. Unit members who are separated due to a reduction in force on or after December 1, 1981, may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to the District. This paragraph shall be effective only if the maximum period of time required by federal law (COBRA) for continuation of medical coverage for laid off employees is reduced to less than twelve (12) months.

Section 9.8: RETIREE MEDICAL BENEFITS

9.8.1. The Retiree Medical Benefits Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement, except that effective October 1, 1989, and annually thereafter, the District shall deposit to this fund an amount equal to the prior year's deposit (increased by the same percentage by which the teacher's salary schedule is increased, as set forth in Section 7.1) less advance deposits, if any, as described in Section 9.8.5. This fund shall be used exclusively to reduce the contributions paid by eligible retirees participating in a District-sponsored Group Medical Plan by the amount established by Section 9.8.4. below.

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

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

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

9.8.2.3. The employee is under age sixty-seven (67) as of the retirement effective date with PERS or STRS.

9.8.2.4. The employee was covered under a District-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.

9.8.2.5. The employee has chosen to maintain coverage under a District-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.

9.8.3. Eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age sixty-seven (67), whichever occurs first. The retiree may continue coverage in the District-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
9.8.4. Annually a new reduction shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Section 9.8.5.) by the expected number of eligible retirees divided by twelve (12). Such amount shall not exceed one-hundred and five dollars ($105.00) monthly.

9.8.5. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Section 9.8.4., the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.

9.8.6. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either party may request a quarterly meeting for audit review purposes.

9.8.7. Not less than once every three (3) years, the District shall commission an actuarial valuation of the fund to assess its fiscal soundness over a projected period of twenty (20) years into the future. The expense of the valuation shall be borne totally by the fund. A copy of the valuation study shall be provided to the Association.

9.8.8. The District and the Association may independently review the provisions of the retiree medical benefits fund. Either party may submit proposals recommending changes to procedures governing the fund to the Contract Administration Committee.
ARTICLE 10. LEAVE POLICIES

Section 10.1: **PRORATED LEAVES**

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

Section 10.2: **ATTENDANCE INCENTIVE**

10.2.1. Employees working ten (10) months and having more than seven (7) days, eleven-(11-) month employees having more than eight (8) days, and twelve- (12-) month employees having more than nine (9) days of their annual sick leave allocation remaining at the end of the school year will receive twenty ($20) dollars for each unused day.

10.2.2. Additionally, unit members who have perfect attendance for the year will receive a bonus of $150.00.

10.2.3. Unit members using personal necessity leave for religious holiday observances (maximum of three [3] days per school year) will continue to be eligible for the bonus as described in 10.2.2. above, but shall be adversely impacted for the three (3) sick leave days taken as described in 10.2.1. above.

Section 10.3: **SICK LEAVE**

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

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

10.3.3. **Payment.** Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.

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

10.3.5. **Accrual Timing.** New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member’s last day of service is on or before the fifteenth (15th) of the month.

10.3.6. **Advance Credit.** Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year’s entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.
Article 10 - LEAVE POLICIES (Continued)

10.3.7. **Differential Pay.** In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional leave at a salary which is equal to fifty (50%) percent of the unit member’s daily rate of pay. These one-hundred (100) days of additional sick leave shall be used only after all accumulated full-salary sick leave has been exhausted.

- Ten- (10-) month teachers: 110 days
- Eleven- (11-) month teachers and 184 + 24-day teachers: 111 days
- Twelve- (12-) month teachers and 184 + 44-day teachers: 112 days

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

10.3.8. **Eligibility for Health Leave.** When a permanent unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay (see Health Leave, Section 10.7.2.).

10.3.9. **Accumulated Sick Leave.** A unit member on leave of absence will retain any sick leave accumulated prior to the leave, but will accumulate no additional sick leave during a leave of absence.

10.3.10. **Summer School Utilization.** Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year.

Section 10.4: **PERSONAL NECESSITY LEAVE**

A unit member may use up to seven (7) days of accumulated full-salary sick leave benefits described in Section 10.3. in any school year in the following cases of personal necessity:

10.4.1. **Death in the Immediate Family.** Death of a member of the immediate family as defined in Section 10.17. Additionally, employees may use (1) day per year for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.

10.4.2. **Accident.** Accident involving the unit member’s person, property, or that of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.

10.4.3. **Court Appearance.** Appearance in court as a litigant or as a witness.

10.4.4. **Family Illness.** Serious or critical illness of a member of the immediate family (as defined in Section 10.17.) calling for the services of a physician and verified by the physician’s statement, and of such an emergency nature that the presence of the unit member is required during the workday.

10.4.5. **Religious Holiday.** Observance of a religious holiday of the unit member’s faith (limited to three [3] days per school year). The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
Article 10 - LEAVE POLICIES (Continued)

10.4.6. Acts of Nature. Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty (limited to one [1] day per year).

10.4.7. A father, upon the birth of his child, and parents, upon the adoption of a child, may use personal necessity leave.

Section 10.5: PATERNITY AND ADOPTION LEAVE

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

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

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

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

10.6.1.2. Eligibilities. Category I leaves are restricted to permanent status unit members. Probationary status unit members are ineligible for Category I leaves.

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

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

10.6.1.5. Approval. The Human Resource Services Division will notify applicants for Category I leaves whether their leaf is approved or disapproved. For requests received prior to January 1, notification will be made by March 1. For requests received on or after January 1 and up to and including March 1, notification will be made by June 1.
Article 10 - LEAVE POLICIES (Continued)

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

10.6.1.7. **Exception to Timelines.** Exceptions to these March 1 deadlines may be approved for humane or other cogent reasons that relate to the best interests of the unit member and the District and are mutually agreed.

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

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

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

10.6.2.3. **Opportunity Leave.** Permanent unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge that will directly benefit the District and the instructional program.

10.6.2.4. **Service to Other Public Agencies.** The Superintendent may recommend approval of long-term leaves of absence without pay for permanent unit members to serve another public agency in a capacity which the Superintendent determines will benefit the District and the unit member, including elected, full-time public service.

10.6.2.5. **Other Leaves Determined by the Superintendent.** In addition to those long-term leaves of absence specifically covered in this Agreement, the Superintendent may, in unusual cases, recommend the approval of other long-term, unpaid leaves of absence to permanent unit members for purposes that will benefit the District and serve the best interests of the pupils.

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

**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 childbirth, adoption, and/or child rearing. A parental leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding three (3) additional academic school years. The following types of parental leaves are available:
Article 10 - LEAVE POLICIES (Continued)

10.7.1.1. **Pregnancy.** A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and, except in cases of emergency, shall give such notice at last thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.

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

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

10.7.2. **Health Leave.** A health leave may be granted to a permanent unit member for a definite period of time upon submission of a physician's statement of incapacity to perform the duties and responsibilities of a unit member. A health leave may be granted either following exhaustion of paid sick leave (see Section 10.3.8.) or independently of a prior paid sick leave. A health leave may be granted for the balance of an academic school year and may be extended by application upon submission of a physician's statement of incapacity on a year to year basis for a total period not exceeding three (3) additional academic school years.

10.7.3. **Home Responsibility Leave.** A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family as defined in Section 10.17. A home responsibility leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding three (3) additional school years.

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

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

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

10.8.1. **Unrestricted Leave.** The District may grant a one- (1-) year leave of absence without pay to a permanent unit member for a reason that is mutually agreed to be of benefit to the District and the unit member. The request for an unrestricted leave of absence must be received by the Human Resource Services Division no later than March 1. An unrestricted leave of absence shall begin at the beginning of an academic school year and shall end at the conclusion of the same academic school year. An unrestricted leave is not renewable.
Article 10 - LEAVE POLICIES (Continued)

10.8.2. Military Leave. Upon receipt of proper orders, a probationary or permanent teacher shall be granted a military leave of absence under the provisions of state law for the period of time he or she is required to serve.

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

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

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

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 in unusual cases only if mutually agreed by the unit member and the District and if an authorized position vacancy for which the unit member is qualified is available. Military leave or other long-term leave where the return to paid service is governed by law shall be exempted from these requirements.

10.9.5. Return to Previous Site or Program. For any Category I, II, or III, long-term leave involving up to one (1) academic school year, a unit member, upon request prior to beginning the leave, may return to the previous site or program placement. This assurance can be given only if the unit member is ready to commence paid service at the beginning of the academic school year of the site or program in which the unit member was previously placed.

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

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

10.9.7. Checklist. The Human Resource Services Division will make available to unit members returning from long-term leave a checklist of procedural requirements necessary to return to paid service.
Article 10 - LEAVE POLICIES (Continued)

Section 10.10: SABBATICAL LEAVE

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

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

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

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

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

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

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

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

Section 10.11: EXCHANGE TEACHER LEAVES

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

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

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

Section 10.13: PERSONAL BUSINESS ABSENCE

10.13.1. Two-hour Absence (Paid)

10.13.1.1. A unit member may be excused from duty with the approval of the supervisor for personal business for up to two (2) hours without loss of pay.
10.13.1.2. A unit member absent for personal reasons without authorization shall not be paid for the time absent and may be subject to disciplinary action.

10.13.2. Two-day Absence (Paid)

10.13.2.1. Unit members may use up to two (2) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty-eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.

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

10.13.3. One-month Absence (Unpaid)

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

Section 10.14: ABSENCE ON DISTRICT BUSINESS

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

Section 10.15: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS

10.15.1. Accrual. Child Development Center teachers assigned to twelve- (12-) month, eleven- (11-) month, or eleven- (11-) month year-round work years accrue ten and seven-tenths (10.7) hours of vacation for each month of service during the first through the fourteenth year of service with the District, and thirteen and six-tenths (13.6) hours for each month thereafter.

10.15.2. Vacation Extension Leave. Child Development Center teachers will be permitted to augment their paid vacation with unpaid personal leave upon approval of the site supervisor if the program needs of the District can be met. The decision of the site supervisor as to staffing needs of the center shall not be subject to the grievance procedure.

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

Section 10.16: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed three (3) days for in-state travel, or five (5) days if out-of-state travel is required, or if in-state travel is required in excess of a five hundred- (500-) mile radius, may be granted to a unit member upon the death of a member of his/her immediate family (or that of the spouse).
Article 10 - LEAVE POLICIES (Continued)

Section 10.17: IMMEDIATE FAMILY

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

Section 10.18: ASSOCIATION CONFIRMATION

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

Section 10.19: IMPLEMENTATION OF LEAVE POLICIES

The provisions set forth in this Article shall be implemented without discrimination, and without consideration of credential or position held by the bargaining unit member. Exception: Granting of Category I (Planned Leaves) as set forth in Section 10.6. shall be conditioned on a qualified replacement for the bargaining unit member being found.
ARTICLE 11. SAFETY CONDITIONS OF EMPLOYMENT

Section 11.1: MUTUAL RESPONSIBILITY FOR PUPIL DISCIPLINE

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

11.1.2. Each school site governance team shall work to develop a site student discipline plan which conforms to provisions set forth in this Article and with district procedure.

Section 11.2: SAFE AND SANITARY FACILITIES

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

11.2.2. During periods of extremely hot weather, classroom unit members may, with approval from the principal/supervisor, relocate their classes from assigned rooms to shaded areas outside of the building or relocate their classes from portable buildings and other identified hot areas to a more comfortable room or facility on campus.

Section 11.3: STAFF FACILITIES

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.

Section 11.4: SUPPLIES AND EQUIPMENT

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

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

Section 11.5: UNIT MEMBER SUGGESTIONS AND RECOMMENDATIONS

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

Section 11.6: SITE SECURITY PLANS

11.6.1. Supervisor Responsibility. Each site supervisor shall, in concert with the site governance team, be responsible for the development and implementation of a site security plan to protect unit members from unauthorized intrusions and criminal activity on the site. Unit members at the site shall be given the opportunity to be involved in the development of the plan pursuant to Section 11.5.
Article 11 - SAFETY CONDITIONS OF EMPLOYMENT (Continued)

11.6.2. **Security Plan Criteria.** Site security plans shall conform to the security criteria developed by the District and the Association through the Contract Administration Committee process. The site security plan shall include rules and procedures to be followed by site personnel for their protection, including a method of emergency communication and rules and regulations governing the entering and leaving of school sites.

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

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

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

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

Section 11.7: PUPIL DISCIPLINE

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

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

11.7.3. Acts for which a unit member may suspend a student from the class are enumerated in Education Code 48900 and include, among others, insubordination, striking of any school personnel, damaging property, endangering the safety of others, and consistent refusal to respond to directions of the unit member.

11.7.4. If the behavioral problem continues to exist, the unit member and the principal shall continue to discuss and attempt to identify a resolution to the problem, which may include, but is not limited to, the following alternatives:

11.7.4.1. Repetition of the suspension set forth in Section 11.7.2.

11.7.4.2. Formal or alternative suspensions in accordance with district procedure.

11.7.4.3. Increased involvement of parents in development of an ongoing behavioral plan with the student.
11.7.4.4. Increased involvement of various district resources to design alternative interventions for the student.

Section 11.8: SITE ADMINISTRATOR ABSENCE

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

Section 11.9: DISTRICT EMERGENCY PROCEDURES

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, molestation, and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as in-site work rules.

Section 11.10: PHYSICAL THREAT OR ASSAULT/BATTERY

11.10.1. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.

11.10.2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member shall be suspended in accordance with district student discipline procedures.

11.10.3. The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.

11.10.4. This procedure shall be brought to the attention of unit members in each school at the beginning of each school year.

Section 11.11: PUPIL TRANSPORTATION

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

11.11.1. The District's insurance coverage shall take effect only after the owner's insurance company, as the prime carrier, has paid.
Section 11.12: SITE DRESS CODES

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

11.12.1. Any dress code to be implemented at a site shall be developed by the site shared decisionmaking team.

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: JOINT COMMITTEE - FACILITIES FOR ITINERANTS

The parties to this Agreement recognize the importance of providing itinerant unit members with appropriate and adequate workspace which is conducive to teaching and learning. To this end, a joint committee composed of equal numbers of district and association representatives, including itinerant staff representation, shall be convened to review districtwide workspace problems and to develop recommendations which shall be submitted to the Contract Administration Committee by April 30, 1993.

Section 11.14: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE

In accordance with district procedures, the District will pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member. Such items as tape recorders or other teaching aids belonging to the staff members are not included.
ARTICLE 12. TRANSFER POLICIES

Section 12.1: DEFINITIONS

12.1.1. Transfer. A "transfer" is a change of a unit member from one school site or program to another school site or program with a different cost center. Transfers may be voluntary, initiated by the unit member; or involuntary, initiated by the District.

12.1.2. School Opening. A new educational facility opening where none had existed before or where a school had previously been closed and then reopened.

12.1.3. School Closing. A school is closed when the existing educational program is removed from the facility and the pupils do not move into schools in adjacent attendance zones. Examples: Magnet schools, Learning Centers, Child Development Centers, or other specialized schools with districtwide attendance zones.

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 grade-span change resulting in 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.

12.1.6. School Consolidation. A school is consolidated when the existing educational program and pupils are removed from the facility and/or the school's attendance zone is substantially incorporated into one or more other school attendance zone(s) adjacent to the attendance zone of the school being consolidated. Example: A cluster of five adjacent K-6 elementary schools are consolidated on three of the sites.

12.1.7. Vacancy. A known vacancy is created by retirement, or other separation which has been accepted by the Board of Education, or results from an approved increase in positions, or from approved transfers.

12.1.8. Multiple Assignment. A position which is located at more than one site and which is funded from more than one cost center.

Section 12.2: POST AND BID

12.2.1. Not later than May 10, the Personnel Administration Department, Certificated, will have posted in the office of each school or department, a list of known vacancies for the following year. This list shall include any school nurse position located full time at a secondary school site for which staffing allocation is assured.

12.2.2. Each posted vacancy will show: location, credential required, major and minor field or grade level, duties, responsibilities, program description, physical setting and may indicate if ethnic balance goals apply. The Transfer Monitoring Committee shall review postings.

12.2.3. From the date of posting vacancies, unit members will have a maximum of fifteen (15) calendar days to bid for posted positions. No new bids will be accepted after fifteen (15) calendar days. If the posting is delayed or modified, the bid acceptance will be extended for a like number of days.

12.2.4. Awarding of positions will be based upon the criteria specified in the posting.
Article 12 - TRANSFER POLICIES (Continued)

12.2.5. The District may interview and will select the unit member to fill the posted vacancy from the five (5) unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Personnel Administration Department, Certificated.

12.2.6. Each unit member who bids upon a posted position shall file a transfer request with the Personnel Administration Department, Certificated. One (1) transfer request is sufficient to cover all bids.

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 who are not notified in writing by the end of the spring semester may refuse a transfer to a bid-upon position.

12.2.8. On the first workday of July, August, and September, the District will post a copy of all vacancies at each appropriate division office and at each school site operating an instructional program. The list will be mailed to the Association.

12.2.9. Unit members whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure.

12.2.10. Subject to agreement by the Transfer Monitoring Committee as set forth in 12.2.12., the parties agree that an early posting of positions in schools considered hard to staff shall be established annually during the month of February, March or April. Positions posted in this posting and not filled within the District may be filled by non-district employees provided that such employment does not result in the layoff or excessing of a current bargaining unit member.

12.2.11. The site or program administrator responsible for developing job postings shall provide the association representative with the opportunity to review and sign the list of proposed postings prior to forwarding to the Personnel Administration Department, Certificated, for editing and final posting. In the event that the association representative is unavailable, the administrator shall forward a copy of the postings to the Association at the same time that the postings are forwarded to the Personnel Administration Department, Certificated.

12.2.12. Transfer Monitoring Committee. The District and the Association agree to the appointment of a joint Transfer Monitoring Committee composed of three (3) representatives appointed by each party. The purpose of the Transfer Monitoring Committee shall be to review and monitor post and bid and excessing procedures as they are implemented, to respond to inquiries from the District or the Association, to determine the date and scope of any early spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.

Section 12.3: EXCEPTION TO POST AND BID PROCEDURES

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

Section 12.4: ETHNIC BALANCES

12.4.1. Ethnic Survey. Each unit member's ethnic category shall be determined by the designation for the unit member on the Ethnic Identification Card.
Article 12 - TRANSFER POLICIES (Continued)

12.4.2. In order to achieve an appropriate ethnic balance, unit members shall be divided into the following categories for transfer purposes:

12.4.2.1. Category A. Unit members reported as “white” on the Ethnic Identification Card.

12.4.2.2. Category B. All other ethnic categories of unit members as reported on the Ethnic Identification Card.

12.4.3. Each school’s staffing goal shall be to attain a range of plus ten percent (10%) or minus five percent (5%) of Category B representation. Reassignments may be made to attain an ethnic balance within the established goals.

12.4.4. The supervisor shall determine the level (K, 1-3, 4-6), subject area, or program in which the transfer will be initiated. Volunteers may be transferred to achieve the proper ethnic balance. If no unit member volunteers for transfer, the unit member in the appropriate ethnic category who has the least seniority at the level, in the subject area, or with the affected program shall be reassigned. A unit member reassigned to help meet ethnic balance requirements will not be required to be reassigned a second time during the same school year to help meet ethnic balance requirements.

Section 12.5: INVOLUNTARY TRANSFERS

12.5.1. Administrative. When the supervisor believes that the best interests of the District, the pupils, or the unit member will be served by an administrative transfer, he/she shall file with the appropriate division office a written request stating the reason(s) for such a transfer. The reason(s) shall not be arbitrary or capricious. The unit member will be entitled to the following elements of due process:

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

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

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

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

12.5.2. Extended-Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended-day service may be involuntarily transferred if he/she refuses to provide such service within five (5) years of such employment, transfer or retention. This Section does not apply to high school physical education teachers who may be administratively transferred under Section 12.5.1, unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.

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Article 12 - TRANSFER POLICIES (Continued)

12.5.3. **Reduction of Staff.** Involuntary transfers to reduce staff may be made at the end of the school year based upon enrollment estimates and during the year based upon actual enrollments. The supervisor shall determine the level (K, 1-3, 4-6), the subject area, or program to be reduced.

12.5.3.1. Volunteers may be transferred to achieve the desired reduction. If no unit member volunteers for transfer, the unit member who has the least seniority at the level, in the subject area, or with the affected program shall be transferred. However, a unit member who has taught for at least two (2) school years in a different subject or at a different level within the last nine (9) years in the District may exercise seniority rights within that other subject or level.

12.5.3.2. When October enrollment justifies, a unit member may be returned to his/her site with the agreement of the division. A unit member involuntarily transferred after October 15 will not be transferred again during the same year for the same purpose.

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

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

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

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

12.5.4.3. Elementary, Secondary, and Head Media Center Librarians.

12.5.4.4. Bilingual and English as a Second Language positions.

12.5.4.5. Continuation positions.

12.5.4.6. District Reading Teachers.

12.5.4.7. Inschool Counselors.

12.5.4.8. Senior High positions involving extended-day pay.

12.5.4.9. Itinerant unit members and unit members budgeted to divisions other than School Services Division.

12.5.5. **Class Reorganization.** Unit members will not be reassigned due to declining enrollment after October 31 (for traditional schools), and November 15 (for year-round schools), except in the case of severe declining enrollments caused by circumstances beyond the District's control.
Article 12 - TRANSFER POLICIES (Continued)

Section 12.6: MISCELLANEOUS TRANSFER PROVISIONS

12.6.1. **Remain At Site After Transfer.** Voluntarily transferred unit members shall remain in the new school for at least two (2) years.

12.6.2. **Return From Leave.** Unit members returning from leave at the start of the school year shall notify the Personnel Administration Department, Certificated, by March 15 of the preceding year. Failure to do so will deny the unit member any rights under the post and bid system.

12.6.3. **Other Suitable Vacancies.** If a unit member is transferred to a vacancy which does not materialize, he/she may, by mutual agreement with the site supervisor, be placed in another appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the appropriate division.

12.6.4. **Seniority After Post And Bid.** Transfers made after post and bid will continue to consider ethnic balance, the educational needs of the District, and the qualifications and requests of the unit member. When all other things are equal, one (1) of the five (5) unit members with the greatest seniority, who requested the transfer and have been deemed qualified by the Personnel Administration Department, Certificated, will receive the transfer, except that a unit member who is in excess at a site will be given a higher priority within the same school level (elementary, junior high, senior high).

12.6.5. **Summer Transfer Requests.** A unit member who does not wish to be transferred to vacancies which occur during the summer, must notify the appropriate division in writing to cancel the transfer request.

12.6.6. **Vacancies After September 1.** The District may, but is not obligated to, process transfer requests for vacancies which become known after the first workday in September for the current school year.

12.6.7. **Annual Transfer List.** On or about February 15, the Personnel Administration Department, Certificated, shall provide the Association a list of unit members, showing previous location, new location, effective date of transfer and reason for transfer. This list will cover transfers from the start of the second semester of the previous year to the start of the second semester of the current year.

Section 12.7: RIGHTS OF TRANSFERRED UNIT MEMBERS

12.7.1. **Notice.** Unit members shall receive one (1) workday’s advance notice of an impending transfer.

12.7.2. **Preparation for Moving.** Release time should be provided for unit member(s) being transferred. One (1) day of duty free preparation/orientation time shall be provided at the receiving school.

12.7.3. **Custodial Services.** Appropriate custodial services, if requested, shall be made available to a unit member being transferred or reassigned.

Section 12.8: SCHOOL OPENING AND SCHOOL REORGANIZATION

12.8.1. Whenever a new school is to be opened, an effort will be made to identify at least seventy-five percent (75%) of the expected vacancies at least four (4) months prior to the scheduled opening.
Article 12 - TRANSFER POLICIES (Continued)

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

12.8.2.1. First Post (as soon as practicable). Up to twenty percent (20%) of the expected positions will be posted. The District will select the unit members to fill the vacancy from all district applicants deemed qualified by the Personnel Administration Department, Certificated.

12.8.2.2. March Post.

a. Approximately ten percent (10%) of the expected vacancies will be posted, and the District will select the unit members to fill the vacancies from all those district applicants deemed qualified by the Personnel Administration Department, Certificated.

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

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

12.8.3. A reorganized school shall be staffed on the same basis as a new school opening except that qualified unit members in affected schools will be given first priority consideration over other district applicants.

Section 12.9: SCHOOL CLOSING

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

Section 12.10: SCHOOL CONSOLIDATION, AND SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE

12.10.1. Unit members in the school(s) affected may:

12.10.1.1. Request a transfer to other schools in the District.

12.10.1.2. Bid on vacancies for which they are qualified.

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

12.10.2. Qualified unit members in the affected school(s) will receive first priority consideration.

12.10.3. Unit members who choose not to bid and elect to be transferred will be given priority consideration as in Section 12.5.3., Reduction of Staff.

12.10.4. When Section 12.10.2. has been implemented, and vacancies still exist at the consolidated school, they shall be filled, if time permits, under the provisions of Section 12.2. or by districtwide vacancy announcements.
Section 12.11: 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 12.5.3., Reduction of Staff.

Section 12.12: MULTIPLE ASSIGNMENT POSITIONS

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

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

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 12.5.3., Reduction of Staff.

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

12.12.3. When two unit members bid upon a multiple assignment, part of which each has previously occupied during the most recent year, the unit member with the greater district seniority will be awarded the position.

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

Section 12.13: TRANSFERS WITHIN SPECIFIED PROGRAMS

12.13.1. Transfers within Child Development Centers and State Preschool will be processed through the district office responsible for the program. Unit members who wish to transfer from one location to another within the program may file a request for transfer. Copies of known vacancies in these programs will be given to the association representative for posting on the association bulletin board throughout the year. The appropriate division office will select the teacher to fill the vacancy from the five (5) most senior qualified applicants.

12.13.2. Unit members assigned to Child Development Centers and State Preschool programs are also entitled to participate in regular post and bid procedures established in Section 12.2.
Section 12.14: **ITINERANT TEACHER PREFERENCES**

Itinerant teachers may express their preference for work schedules within a department or division, including level, program, school(s), or special interest.
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.

Section 13.2: MAINSTREAMING

It is the intent of the District to notify the affected unit member(s) prior to mainstreaming students with special needs into the regular classroom.

Section 13.3: ELEMENTARY

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

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

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

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

13.3.2

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

13.3.2.2. Individual Grade 1-3 classes shall not exceed an average of thirty-one (31) pupils for the first six (6) school months of the school year, based on the official monthly enrollment reports.

13.3.2.3. Grades K-6 classes shall not exceed thirty-six (36) pupils for more than thirty (30) calendar days.

13.3.2.4. Unit members will not be reassigned due to declining enrollment after October 31 (for traditional schools), and November 15 (for year-round schools), except in the case of severe declining enrollments caused by circumstances beyond the District's control.
Article 13 - CLASS SIZE (Continued)

Section 13.4: SECONDARY

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

<table>
<thead>
<tr>
<th>Enrollment</th>
<th>Junior High</th>
<th>Enrollment</th>
<th>Senior High</th>
</tr>
</thead>
<tbody>
<tr>
<td>+ 2</td>
<td>28.73</td>
<td>+ 2</td>
<td>29.13</td>
</tr>
</tbody>
</table>

13.4.2. Academic classes will average no more than thirty-six (36) pupils each.

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

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

13.4.5. Following the second school month of the traditional school year, the Contract Administration Committee shall be provided with a monthly report of all academic classes exceeding forty (40) students. The purpose of receiving this data shall be to plan for future negotiations and, if possible, to develop recommended solutions to outstanding class size problems.
ARTICLE 14. PERFORMANCE EVALUATION PROCEDURES

Section 14.1: PERFORMANCE EVALUATION

14.1.1. Frequency. Evaluation and assessment of the performance of unit members will be made on a continuing basis, but at least once each school year for probationary unit members (including unit members serving on leave-replacement contracts and interns), and every other year for unit members in permanent status whose most recent performance evaluation has been effective. Unit members participating in the alternative evaluation process described in Section 14.6 may deviate from this schedule.

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

Section 14.2: EVALUATION COMPONENTS

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


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

a. Progress of pupils toward established standards.

b. Instructional techniques and strategies.

c. Adherence to curricular objectives.

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

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

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

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

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

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

d. Applicable classroom unit member elements of evaluation.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.2.2. Objectives and Assessment Techniques.

14.2.2.1. Mutual Determinations. The evaluator and the evaluatee shall mutually determine the objectives, the assessment techniques to be used for evaluation and whether the evaluation is to be conducted under Sections 14.2.1.1. or 14.2.1.2. (Refer to Section 14.3. for Resolution of Disagreement in this area.)

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

a. Elementary. For elementary classroom unit members, selection of at least one (1) objective in an academic area (language arts, reading, or mathematics) and one (1) objective in another subject area is required.

b. Secondary. Secondary classroom unit members shall select at least one (1) objective in a subject area within their major or minor teaching field or teaching assignment.

c. Non-classroom unit members. Non-classroom unit members, focusing upon primary job responsibilities as contained in the job description, as well as specific school needs assessments, shall be required.

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

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

14.2.2.5. Modification of Objectives. During the year, if any specified constraints cannot be overcome or objectives become inappropriate (e.g., grade level change), the evaluatee and the evaluator may modify the objectives. (Refer to Section 14.3. for Resolution of Disagreement in this area.)

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

Section 14.3: RESOLUTION OF DISAGREEMENT BETWEEN EVALUATOR AND EVALUATEE (For use in resolution of disputes in Sections 14.2.2.1., 14.2.2.5, 14.5.1.3. and 14.6.)

14.3.1. Third Party Recommendations. Should agreement not be achieved between the evaluator and the evaluatee as to the areas of evaluation, performance objectives and standards, evaluation elements, evaluation criteria, support requirements, or ongoing plans for evaluating performance status, recommendations from a third party shall be solicited.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.3.2. **Third Party Selection.** The evaluator and the evaluatee shall attempt to mutually agree upon the third party. Failing agreement, the matter shall be referred to the evaluator's supervisor who shall select an appropriate third party from any of the following categories of job classifications: teacher, specialist, consultant, coordinator, instructional team leader, director, or assistant director, or other parties as agreed. The third party shall make recommendations to the evaluatee and the evaluator.

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

Section 14.4: **CONSTRAINTS**

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

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

14.4.3. Unit members shall not evaluate other unit members.

14.4.4. No mechanical or electronic recording device may be used to record conferences, classroom instruction or meetings involving unit members and their supervisors unless agreed to by all parties.

Section 14.5: **EVALUATION PROCESS/TIMELINES**

14.5.1. **Pre-evaluation.**

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

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

During this meeting, mutual agreement shall be reached on the objectives and criteria upon which the unit member will be evaluated, and upon the assessment techniques which will be utilized to determine the degree of the unit member's achievement of objectives and criteria.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

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

Within ten (10) workdays of receipt of the unit member's objectives, the supervisor shall approve or disapprove the objectives. If the objectives have not been approved, the supervisor will schedule a conference with the unit member. (Refer to Section 14.3 for resolution of disagreements in this area.)

14.5.2. Observation Procedures

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

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

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

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

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

14.5.3. Progress Check and Remediation Plan

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

14.5.3.2. Further, the evaluator shall develop a remediation plan which shall set forth the specific requirements necessary to achieve improved progress, the resources which shall be made available to assist the evaluatee, the evaluator's role in assisting the evaluatee in achieving improved performance and a timeline for monitoring the evaluatee's performance.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.5.3.3. This conference must take place sufficiently in advance of the final evaluation to afford the evaluatee the opportunity to improve, but in no event shall it take place less than sixty (60) calendar days prior to the date of the final evaluation. Failure to schedule this conference and to meet the provisions of this Section may preclude the evaluator from evaluating an evaluatee as less than satisfactory.

14.5.4. Final Evaluation

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

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

b. On or before the last workday in April for permanent unit members, first year probationary unit members, and leave replacements.

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

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

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

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

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

14.5.5. Final Responsibility for Evaluation

Final responsibility for evaluation judgments shall rest with the evaluator. Upon the request of the evaluatee, the evaluator's supervisor shall review the evaluation. The area assistant superintendent shall review all evaluations reflecting less-than-effective performance.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.5.6. **Grievability of Evaluations**

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

Section 14.6: **ALTERNATIVE EVALUATION**

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

14.6.2 **Evaluation Plan**

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

14.6.2.2. **Evaluation Plan.** At a pre-evaluation conference held in compliance with the timelines established in Section 14.5., the evaluatee(s) and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including constraints. Evaluatees and evaluators are encouraged to be creative and take risks when developing options. The evaluatee(s) and the evaluator will schedule evaluation updates throughout the assessment period. The agreed-upon evaluation plan may transcend the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.

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

14.6.2.4. **Final Evaluation.** At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the agreed-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion in the evaluatee's file.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

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

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

14.6.2.7. **Role of Evaluation Committee re: Alternative Evaluation.** The Evaluation Committee established in Section 14.8 will review and collect data regarding the utilization of the alternative evaluation process, and will assist in developing a process for disseminating information obtained throughout the District.

Section 14.7: SPECIAL EVALUATIONS

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

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

14.7.1.2. Those that may occur at any time the supervisor determines that any aspect of the unit member's performance is less than effective. (See Section 14.7.7.)

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

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

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

Development of detailed lesson plans may be required as appropriate.

14.7.5. **Counseling and Assistance.** In consultation with the evaluatee and the appropriate district personnel, the evaluator will:
14.7.5.1. Develop a written plan for counseling and assistance to improve evaluatee's performance in the specific areas identified as "less than effective." The plan will include the resources available to assist the unit member. Such resources shall include, but are not necessarily limited to: printed materials, attendance at inservice training sessions, assistance of other unit members, central office assistance, released time to observe other unit members, etc.

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

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

14.7.6.1. **Pre-evaluation Conference.** On or before the fourth Friday in September for traditional schools, or the third Friday in August for year-round schools, the evaluator initiates a pre-evaluation conference with the evaluatee.

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

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

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

a. The supervisor:

1) Reviews unit member's performance.

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

3) If progress has been satisfactory, terminates special evaluation. If desired improvement has not been achieved, continues the evaluation process until February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent teachers.

4) If performance is not improved, may proceed with appropriate action as necessary.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.7.6.3. Summary Evaluation Conference

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

a. The evaluator:

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

2) Prepares and signs summary evaluation report and addenda. Unit member signs documents and is provided with a copy of the summary evaluation report and related materials. Unit member may, within thirty (30) calendar days, submit written comments which will be attached to the evaluation and become a permanent part of the evaluation document.

3) If performance is effective, the evaluation is complete.

4) If performance continues to be less than effective, supervisor schedules a special evaluation for the next school year or proceeds with appropriate disciplinary action.

5) Forwards the summary evaluation report to the Department of Personnel Administration Department, Certificated, through divisional channels.

b. If progress has been satisfactory, terminates special evaluation. If desired improvement has not been achieved, continues the evaluation process until February 15 for probationary unit members or within thirty (30) calendar days before the last school day for permanent unit members.

c. If performance is not improved, may proceed with appropriate action as necessary.

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

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

14.7.7.1. Pre-evaluation. Within fifteen (15) calendar days of the pre-evaluation conference described in this Section 14.7.6.1.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.7.7.2. Progress Check. Between thirty (30) and forty-five (45) calendar days from the date of the pre-evaluation conference as described in Section 14.7.6.2.

14.7.7.3. Summary Evaluation Conference. To be held sixty (60) calendar days after the progress check, but no later than thirty (30) calendar days prior to the conclusion of the school year as described in Section 14.7.6.3.

Section 14.8: EVALUATION COMMITTEE

The parties agree to the appointment of a five- (5-) member Evaluation Committee composed of three (3) members appointed by the Association and two (2) members appointed by the District. In making decisions, this Committee shall attempt to achieve consensus. When consensus is not possible, four (4) votes shall be required for action to be taken. Issues which cannot be decided by the Committee and issues which require modification to this Collective Bargaining Agreement shall be submitted to the Contract Administration Committee for approval. The Evaluation Committee shall be charged with the following:

14.8.1. Review the alternative evaluation process, collect data relative to the activities undertaken in the alternative process, and assist in the development of a means of disseminating results throughout the District.

14.8.2. Serve, in conjunction with the appropriate assistant superintendent, to review disputes between unit members and supervisors relative to the implementation of evaluation procedures under this Article.

14.8.3. Develop a new set of evaluation forms to be utilized during the 1993-94 school year, including forms for the regular evaluation process, the alternative evaluation process and an appropriate classroom observation form.

14.8.4. Develop a recommendation for a new unit member support process, including funding, ratio of released permanent unit members to new unit members, specific elements of support to be provided to new unit members, an evaluation system for new unit members which is an adjunct to the new unit member support process and such other details as the Committee deems appropriate.

Section 14.9: PERSONNEL FILES

14.9.1. 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, which may serve as a basis for affecting the status of his/her evaluation, are to be made available for the unit member's review upon request, at a mutually agreed-upon time, provided request is made at a time when he/she is not actually required to render services to the District.

14.9.2. 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.

14.9.3. Exclusions. The material which may be reviewed shall not include ratings, reports, or records which:
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.9.3.1. Were obtained prior to the unit member's employment, or
14.9.3.2. Were prepared by identifiable examination committee members, or
14.9.3.3. Were obtained in connection with a promotional examination.

14.9.4. Procedure. The unit member shall make an appointment to review his/her personnel file at least one workday in advance and the employer shall honor the request under normal conditions.

Section 14.10: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

14.10.1. Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is notified and given an opportunity to review and comment thereon.

14.10.2. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.

14.10.3. 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.

14.10.4. The unit member may, within a reasonable period of time, submit written comments which shall be attached to such material and become a permanent part of the document.

Section 14.11: COMPLAINTS

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

14.11.1. Definitions.

14.11.1.1. Formal Complaint. A written statement, signed and verified under penalty of perjury, by a complainant on forms provided by the District which alleges a specific violation, by a unit member, of a district policy, procedure or long standing practice, and which by virtue of such violation, has adversely affected the complainant and/or his/her family.

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

14.11.1.3. Closed Session. A meeting of the Board of Education or a committee thereof, the Superintendent, and such other staff members as the Board may desire. Members of the public and the press who are not indispensable to determining the issues, finding facts, and reaching a conclusion on the matter shall be barred from attendance.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

14.11.1.4. **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.

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

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

14.11.3 **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:

14.11.3.1. 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.

14.11.3.2. Failing resolution, if all parties agree, the supervisor will schedule a meeting with the complainant and the unit member. The purpose of the meeting shall be to utilize problem-solving techniques in an effort to resolve the complaint.

14.11.3.3. Should the preceding step fail to resolve the complaint, the complainant may contact the appropriate assistant superintendent or division head to request direct intervention.

14.11.3.4. 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.

14.11.4. **Appeal to the Board of Education.** In the event that the steps set forth in Sections 14.11.1. through 14.11.3. 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.

14.11.4.1. **Hearing and Hearing Procedures**

a. **Timelines.**

The Board of Education shall schedule a hearing within thirty (30) workdays of the date when a signed appeal from the informal procedure is received in the Board of Education office. Upon mutual agreement, this thirty- (30-) day time limit may be extended.
Article 14 - PERFORMANCE EVALUATION PROCEDURES (Continued)

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

c. Representation.

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

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

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

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

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

g. Conclusion. Within a reasonable period of time after the hearing, the Board of Education will notify the complainant and the unit member of its decision.
ARTICLE 15. GRIEVANCE PROCEDURE

Section 15.1: STATEMENT OF INTENT

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

Section 15.2: DEFINITIONS:

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

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

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

Section 15.3: STEP ONE - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

A unit member and his/her immediate supervisor, or other District administrator if appropriate, shall attempt to resolve differences or dissatisfactions in a collaborative and problem-solving mode, as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.

Section 15.4: STEP TWO - FORMAL - IMMEDIATE SUPERVISOR

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

15.4.2. The grievance shall be filed on a form jointly developed by the District and the Association and made available by the Association or the Human Resource Services Division.

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

15.4.3 Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the grievance. The meeting shall be conducted within ten (10) workdays from the date when the grievance is received by the administrator. The purpose of this meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance.
If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

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

15.5.1. The grievant may appeal the decision rendered by the supervisor or other District administrator by filing the grievance form with the Human Resource Services Division within ten (10) workdays after receiving the Step Two decision. Information copies shall be sent to the grievant's supervisor or other appropriate District administrator and the Association. Relevant information obtained during Step Two may be asserted.

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

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

15.5.4. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in the Human Resource Services Division shall render a proposed written decision, copies of which shall be sent to the grievant's immediate supervisor and the Association.

Section 15.6: **STEP FOUR - ARBITRATION**

15.6.1. If a grievance is not resolved at Step Three, the Association may request a hearing before an arbitrator. The request shall be filed in the Human Resource Services Division within fifteen (15) workdays after the written decision of the division representative becomes effective.

15.6.2. Within five (5) workdays after receipt of a request for arbitration, the Assistant Superintendent, Human Resource Services Division or designee and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the Human Resource Services Division shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall alternate between the Association and the District.

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

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

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

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

15.6.4.1. The function of the arbitrator shall be:

   a. To hold a hearing concerning the grievance, and
Article 15 - GRIEVANCE PROCEDURE (Continued)

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.
Article 15 - GRIEVANCE PROCEDURE (Continued)

15.7.3. In addition to Sections 15.7.1 and 15.7.2, any award made by an arbitrator may be corrected or enforced pursuant to Code of Civil Procedure Section 1285 et seq., except that, where a shorter time is specified in this Agreement to commence a court proceeding than is given under the Code of Civil Procedure, the shorter time of this Agreement shall control.

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

Section 15.8: GENERAL PROVISIONS

15.8.1. No party may be required to discuss any grievance if his/her representative is not present.

15.8.2. Unless otherwise provided, the time allowance set forth in this grievance procedure may be extended by mutual written agreement of the unit member or the association representative and the appropriate representative of the District.

15.8.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

15.8.4. If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.

15.8.5. By mutual agreement of the Association and the Human Resource Services Division, grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step Three.

15.8.6. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

15.8.7. Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in school mail and the date on which said action was taken.

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

15.8.8. If the representative of the grievant is a unit member, the District shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance.
Article 15 - GRIEVANCE PROCEDURE (Continued)

15.8.9. **Released Time Provisions:**

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

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

15.8.10. All documents generated under this procedure will be kept separately from the unit member’s personnel file and in the Human Resource Services Division offices.

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

15.8.12. The provisions of this Article shall not apply to the provisions of a contract or plan document relating to the health and welfare benefits plans provided under Article 9. Such issues shall be resolved through the complaint resolution procedure which is a part of each plan.
ARTICLE 16. ORGANIZATIONAL SECURITY

Section 16.1: **DUES DEDUCTIONS**

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

Section 16.2: **PAYMENT OF MONIES**

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

Section 16.3: **AGENCY FEE PROVISION**

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

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

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

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

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

16.3.2. In the event that a non-member does not pay such fee directly to the Association or does not qualify as an objector exempt from the fee, the Association shall so inform the District in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided in Education Code Section 45061.
Article 16 - ORGANIZATIONAL SECURITY (Continued)

Section 16.4: AGENCY FEE EXEMPTIONS

16.4.1. Philosophic Exemption Status. Unit members employed by the District prior to the effective date of this Agreement may apply during the 1992-93 year only, for philosophic exemption status provided that the unit member can demonstrate deeply held, long-term philosophical objections to joining or financially supporting employee organizations. Once a unit member is granted this exemption, the exemption shall continue until the unit member is no longer an employee of the District. Unit members employed after the effective date of this Agreement shall not be eligible for this option.

16.4.2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit members shall apply to the Association for an exemption as described herein. The Association shall develop a process for granting/denying such applications, including appeal rights for applications denied which provide for hearing by a neutral third party.

16.4.3. Provided that the Association has no cause to presume a change in the religious exemption status of a unit member, once an exemption is granted it need not be renewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Section 16.3.

16.4.4. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

16.4.5. Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Section 16.5: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

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

Section 16.6: HOLD HARMLESS

The Association agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between the District and the Association involving the interpretation or implementation of these provisions.
Article 16 - ORGANIZATIONAL SECURITY (Continued)

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

Section 16.7: MISCELLANEOUS

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

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

Section 16.8: REVOCATION OF MEMBERSHIP

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

Section 16.9: NONINTERFERENCE

The District and the Association further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Association.
ARTICLE 17. SUMMER SCHOOL HOURS AND CONDITIONS OF EMPLOYMENT

Section 17.1: APPLICATION PROCEDURE

17.1.1. Qualified unit members who work a basic 184-day work year and who wish to work in the District's summer school and intersession programs may apply under the provisions of procedures administered by the Human Resource Services Division.

17.1.2. Qualified unit members currently employed by the District shall be given preference over applicants not employed by the District. Qualified permanent unit members shall be given preference over probationary unit members.

17.1.3. A qualified unit member is one who is properly credentialed for the position to be filled, whose most recent evaluation in the subject field(s) or grade level(s) to be taught was "effective" in all elements, who meets the specific requirements of the job announcement, and who meets the following general qualifications relating to the grade level(s) or course(s) applied for:

17.1.3.1. Has taught courses or grade levels covering substantially the same content and skills; or has completed a district inservice training program which covers substantially the same content and skills and which is deemed by the appropriate division to constitute qualification to be teaching the course.

17.1.3.2. Has maintained necessary skills and/or knowledge by appropriate means, verified if necessary by an appropriate division specialist.

17.1.3.3. In the case of secondary school teachers, has completed a major or minor in the subject field to be taught.

17.1.3.4. Is not knowingly subject to restrictions which limit the unit member's ability to serve the entire session.

17.1.4. The Personnel Administration Department, Certificated, shall circulate job announcements of potential summer session position classes to be filled and receive applications as soon in the spring as the positions to be filled are known.

17.1.5. The Personnel Administration Department, Certificated, shall determine qualification standards applicable to position classes and shall determine qualifications of applicants against those standards.

17.1.6. The Personnel Administration Department, Certificated, in coordination with School Services Division and principals, shall fill summer session positions considering all of the following criteria (not necessarily in priority order):

17.1.6.1. Teaching effectiveness, as reflected in most recent evaluations.

17.1.6.2. Length of service in specific grade level or subject area, as determined by the Personnel Administration Department, Certificated, records.

17.1.6.3. Recency of experience in specific grade level or subject area, as determined by the Personnel Administration Department, Certificated, records.
Article 17 - SUMMER SCHOOL HOURS AND CONDITIONS OF EMPLOYMENT
(Continued)

17.1.6.4. If appropriate, the completion of any specific skill or content training required, as evidenced by certificates of completion, record lists, or the Personnel Administration Department, Certificated, records.

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. Other factors being equal, consideration shall be given to an equitable distribution of summer placements among the teaching staff and of ethnic categories among the teaching staff that are representative of the District's minority teachers.

17.1.7. The Personnel Administration Department, Certificated, shall have the responsibility for determining which applicants shall be placed in the summer school 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 as equitably and fairly as possible.

17.1.11. Sixty (60) days prior to the first day of summer school, the District will exert every effort to notify a number of successful applicants, sufficient to fill seventy percent (70%) of the projected summer school positions, that they will be placed in a summer school assignment.

Every effort will be made to notify seventy percent (70%) of the summer school unit members of their specific assignment one (1) month prior to the first day of summer school.

As soon as late enrollments are confirmed, the final thirty percent (30%) of selected staff will be informed; 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.
Article 17 - SUMMER SCHOOL HOURS AND CONDITIONS OF EMPLOYMENT
(Continued)

Section 17.2: HOURS OF EMPLOYMENT

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

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

Section 17.3: SICK LEAVE

17.3.1. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease as set forth in the Education Code.

17.3.2. Summer school and intersession unit members may use full-salary sick leave accumulated during the regular school year. In addition, summer school and intersession unit members accrue one (1) hour of sick leave for each week in the summer session or intersession. Sick leave used will be charged at the rate of four (4) hours for each day of illness.

17.3.3. Summer school unit members compensated on a pro rata basis in accordance with Section 7.032 (as amended) of the rules and regulations of the Salary Schedule shall be eligible for the leave provisions of this Section, except that sick leave shall be accrued at two (2) hours of sick leave for each week in the summer session and sick leave used will be charged at the rate of eight (8) hours for each day of illness.

Section 17.4: SAFETY CONDITIONS OF EMPLOYMENT

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

Section 17.5: TRANSFER AND REASSIGNMENT POLICIES

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

Section 17.6: PERFORMANCE EVALUATION PROCEDURES

There shall be no separate formal performance evaluation procedure for summer sessions and intersessions. The District shall not, however, be precluded from normal supervision responsibilities. The provisions of Article 14, Sections 14.9. and 14.10., shall apply to summer session unit members who are also employed under a regular contract.
Section 17.7: DURATION

This Article shall be applicable to the 1993, 1994 and 1995 summer sessions and intersessions conducted during the same school years.

Section 17.8: APPLICABLE CONTRACT ARTICLES

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

Section 18.1: NOTIFICATION

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

Section 18.2: IDENTIFICATION OF NOMINATION COMMITTEE MEMBERS

18.2.1. A Grade Level and Special Population Nomination Committee shall be established to review applications of classroom unit members applying to be mentor teachers and to nominate candidates for recommendation to the Board of Education. (See Appendix B).

18.2.2. The Association will be responsible for development and implementation of the nomination and election processes of unit member representatives to the Committee. The nomination and election procedures shall be open to all classroom teachers. The timelines for the election procedure should be mutually determined by the District and the Association.

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

18.2.2.1. Twelve (12) K-6 teachers.
18.2.2.2. Twelve (12) 7-12 teachers.
18.2.2.3. Twelve (12) Special Population Teachers (GATE, Special Education, Second Language).

18.2.3. The District will appoint a total of seven (7) administrators to the Nomination Committee, including two K-6, two 7-12 and three (3) administrators of special population programs, taking into account ethnic balance in staffing the committee.

Section 18.3: NOMINATION COMMITTEE RESPONSIBILITIES

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

18.3.2. Unit members on the Mentor Teacher Nomination Committee shall be classified as permanent teachers in the San Diego City Schools and shall agree, as a condition of service on the Committee, that they shall not be a mentor teacher during the term of their committee membership.

18.3.3. The term of service for Nomination Committee members shall be either two (2) or three (3) years as determined by drawing lots.

18.3.4. Committee members shall be reimbursed for appropriate personal expenses incurred in the performance of committee duties.
Article 18 - MENTOR TEACHERS (Continued)

Section 18.4: NOMINATION COMMITTEE PROCEDURES

18.4.1. The Nomination Committee will nominate mentor teacher position allocations on the basis of the following:

18.4.1.1. A Nomination Coordinating Committee shall be selected from the Mentor Teacher Nomination Committee. The Coordinating Committee will consist of ten (10) members, seven (7) classroom teachers appointed by the Association and three (3) administrators appointed by the Superintendent. Consideration shall be given to creating a balanced committee based on gender, ethnicity, and program needs.

18.4.1.2. The Coordinating Committee will determine mentor teacher allocations based on the following formula:

a. Seventy-four percent (74%) to seventy-six percent (76%) of the mentor teacher positions will be allocated to reflect district needs as determined by the Nomination Coordinating Committee. Criteria for determining district needs will be based on district goals and objectives, teaching population demographics and other considerations as determined by the Nomination Coordinating Committee.

b. Twenty-four percent (24%) to a maximum of twenty-six percent (26%) of the mentor teacher positions may be allocated and awarded without regard to district needs to those candidates with the highest scores as determined by the Nomination Committee.

18.4.2. The application and interview process should be done in a confidential manner.

18.4.3. The Nomination Committee will rank all applicants without regard to subject area. All qualified applicants, as determined by the Nomination Committee, will be interviewed.

18.4.4. The final recommendation of a mentor teacher nominee will be based on classroom observation, interview and application materials.

18.4.5. Decisions of the Nomination Committee shall be made by a majority vote of its members present, provided that a majority of those voting must be unit members serving on the Nomination Committee.

18.4.6. The Nomination Committee shall recommend the mentor teacher nominees and alternates to the Board of Education for final approval and designation as mentor teachers.

18.4.7. If a mentor teacher is unable to serve his/her full term, the Nomination Committee may recommend a replacement from a list of eligible mentor candidates.

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Article 18 - MENTOR TEACHERS (Continued)

Section 18.5:  APPLICATION PROCEDURES

18.5.1.  Qualified full-time classroom unit members who wish to make application to be a mentor teacher may apply under procedures administered by the Teaching and Learning Center. (A full-time classroom unit member is one who teaches the equivalent of sixty-seven percent [67%] of his/her time in direct student contact.)

18.5.2.  A qualified unit member is one with a valid California teaching credential, who has permanence with San Diego City Schools, whose most recent evaluation was rated as effective and who has a minimum of three (3) years of classroom teaching experience within the last five (5) years.

18.5.3.  Each applicant shall name two (2) current district employees as professional references. The Teaching and Learning Center will obtain written recommendations from the named references. The applicant's immediate supervisor, or a previous supervisor of the applicant's choice, shall submit a confidential recommendation. The applicant's immediate supervisor shall submit a written observation report.

18.5.4.  A copy of the observation report shall be provided by the immediate supervisor upon written request of the applicant. Applicants who have been unsuccessful may obtain, from the Teaching and Learning Center, an analysis of their performance, including their scores. To promote applicants' professional growth and improvement, supervisors are encouraged to share the letter of recommendation and shall, upon request of the unit member, provide feedback regarding the recommendation.

Section 18.6:  SERVICES OF THE MENTOR TEACHER

18.6.1.  Mentor teachers shall be appointed to a three- (3-) year term, with reapplication rights after a one- (1-) year period has elapsed.

18.6.2.  Mentor teachers shall be released from their classroom duties not more than an equivalent of ten (10) full days per school year for mentor-related activities.

18.6.3.  The mentor teacher shall be required to work no more than one hundred and twenty (120) hours beyond the required contractual service. The District will identify blocks of time for work hours to be performed outside the contract year at the time mentor teacher positions are announced.

18.6.4.  Mentor teachers shall not participate in the evaluation of unit members.

18.6.5.  The mentor teacher shall perform only those duties as provided by law.

18.6.6.  Mentor teachers shall spend a majority of their mentor release time (ten [10] days) in providing direct service to other teachers.

Section 18.7:  COMPENSATION

18.7.1.  In addition to their regular salary, mentor teachers shall be paid a stipend as provided by law. Stipends shall be awarded in a pro rata fashion for service of less than a full fiscal year.

18.7.2.  Mentor teacher stipends will be distributed in two (2) installments, one at the end of each semester.
Article 18 - MENTOR TEACHERS (Continued)

18.7.3. No expense required by operation of this program shall be budgeted or charged to the General Fund. If the funding is decreased at any time during the life of the program, the program will be decreased proportionately.

Section 18.8: GENERAL PROVISIONS

18.8.1. All release time required or otherwise provided by the operation of the Mentor Teacher Program shall be covered by qualified visiting teachers.

18.8.2. Evaluation of the mentor teacher's mentor activities will be assessed on a mentor service evaluation form. Results from these forms will be tabulated and used as a basis to evaluate the Mentor Teacher Program.

18.8.3. Unit members who are to be the recipients of the mentor teacher services on an individual basis will be consulted in the selection of the mentor teacher to provide those services. This Section shall not apply to interns.

Section 18.9: MENTOR TEACHER PROGRAM COORDINATION

18.9.1. The Mentor Teacher Program shall be coordinated by up to two (2) Mentor Teacher Emeriti on Special Assignment, who shall be paid a stipend equal to the stipend paid to mentor teachers. The Mentor Emeriti on Special Assignment shall:

18.9.1.1. Conduct the day-to-day business of the Mentor Program.

18.9.1.2. Function as a liaison between the various mentor committees and the administrator in charge of the Mentor Program.

18.9.1.3. Function as a liaison between the mentor teachers and the schools.

18.9.1.4. Coordinate mentor services.

18.9.2. Mentor Steering Committee

18.9.2.1. Composition of the Committee. The Mentor Steering Committee shall be composed of nine (9) teachers jointly selected by the Association and the District. Members shall serve three- (3-) year staggered terms with three (3) appointed each year. Membership shall be composed of both mentors and non-mentors. The Committee shall select its own chairperson.

18.9.2.2. Functions of the Committee. The Mentor Steering Committee will assist the Mentor Emeriti on Special Assignment with the following responsibilities, consistent with the Education Code:

a. Policy development for the Mentor Program.

b. Program planning.

c. Establishing general direction for the program with particular emphasis on 1) mentor conference; 2) teacher center; 3) processes relating to selection of new mentors; 4) process relating to screening and nominating the Mentor Emeriti on Special Assignment; and 5) planning and development of training for mentor teachers.
ARTICLE 19. LAYOFF AND REEMPLOYMENT

Section 19.1: LAYOFF OF PROBATIONARY UNIT MEMBERS

19.1.1. Intention of Parties. It is the intention of the parties, in accordance with Government Code Section 3543.2(c), to supersede the provisions of Education Code Section 44955 regarding procedures and criteria for the layoff and reemployment of probationary unit members for lack of funds. Layoffs of permanent unit members, when necessary, shall be governed by the provisions of the California Education Code.

19.1.2. Procedure for Layoff. Whenever it becomes necessary to lay off probationary unit members for lack of funds, the procedure shall be as set forth in this Article. The implementation of the procedure for effecting layoffs shall be grievable under the terms and conditions of Article 15.

19.1.3. Order of Layoff

19.1.3.1. The order of layoff within a service field or teaching subject shall be in reverse order of seniority within each of the following categories in the order set forth:

a. Temporary contract teachers (including leave substitutes and unit members employed in categorically-funded special projects of indeterminate duration under Education Code Section 44909); and

b. Probationary teachers.

19.1.3.2. No unit member shall be terminated while any other unit member with less seniority is retained to render a service which the unit member is certificated and qualified to render. A unit member is certificated and qualified to render a service if he/she possesses the appropriate certification document.

19.1.3.3. In the event that the Board of Education makes an error with respect to the application of these procedures and criteria to an individual unit member, that unit member shall be retained and made whole. Such retention shall have no effect on the layoff of other unit members.

19.1.3.4. Ties in seniority shall be broken by lot. Unit members with the same initial date of service shall have their seniority number determined by lot. The lottery shall be conducted in the presence of at least two (2) association representatives. Once the lottery is used to determine a unit member’s seniority, that seniority number shall remain in effect for the unit member so long as this member remains employed by the District.

19.1.4. Notice of Layoff. Probationary unit members to be laid off for lack of funds shall be given written notice of layoff no later than April 15. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member’s last known address on file with the District.
Section 19.2. DETERMINATION OF NEED FOR LAYOFFS

19.2.1. The decision to lay off, the determination of the services or teaching subjects in which layoffs are to be made, and the number of unit members who are to be laid off rests solely with the District and shall not be subject to negotiations nor to the filing of grievances.

19.2.2. The impact and effect of proposed layoffs shall be subject to negotiations between the Association and the District. Accordingly, the District agrees to notify the Association as soon as possible of the number and type of layoffs to be proposed. Immediately upon such notification, the parties shall meet and negotiate, through the provisions of Article 26, Contract Administration Committee, the impact and effect of such layoffs. Negotiations shall include, but not be limited to, retraining, use of emergency credentials, counseling, outplacement services, early retirement incentives and other similar alternatives.

Section 19.3: REEMPLOYMENT

19.3.1. Unit members who have been laid off shall be placed on the reemployment list in the inverse order in which they were laid off for a period of thirty-nine (39) months. Unit members laid off shall be offered employment as day-to-day visiting teachers on the same basis as other day-to-day visiting teachers on regular substitute pay.

19.3.2. A unit member who is laid off and is subsequently eligible for reemployment shall be notified by certified mail, return receipt requested, to the last known address given by the unit member to the District. The unit member shall have fourteen (14) calendar days from receipt of the notice to respond to the offer of reemployment. If the notice of offer of reemployment is undeliverable or is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member shall be deemed to have resigned from the District. Upon acceptance of reemployment, the unit member shall have fourteen (14) calendar days to report unless the District agrees to an extension of the reporting date.

19.3.3. A unit member reemployed from the reemployment list shall be placed in the status which he/she held at the time of layoff. Time spent on the reemployment list shall not be counted toward eligibility for permanent status or for longevity for salary purposes. For all other purposes, time spent on the reemployment list shall be counted in the same manner as an official unpaid leave.

19.3.4. Every such unit member who has been reemployed as indicated in this Section shall have all of the rights enumerated in Education Code Sections 44955 to 44961, inclusive, for permanent unit members, except the right of reappointment, subject only to the prior rights of permanent unit members.

19.3.5. Temporary contract teachers (leave substitutes) shall have only those reemployment rights guaranteed them in the Education Code.
ARTICLE 20. CONCERTED ACTIVITIES

Section 20.1: PROHIBITED ACTIVITIES

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

Section 20.2: PENALTY FOR VIOLATION

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

Section 20.3: LEGAL ENFORCEMENT

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

Section 20.4: WITHDRAWAL OF RIGHTS

The District may, at its option, withdraw any privileges, benefits, or rights provided for in this Agreement, of any employee or employee organization that violates this Article.
ARTICLE 21. JOB SHARING

Section 21.1: JOB-SHARING ASSIGNMENTS

A job-sharing unit member is one (1) of two (2) classroom teachers who share one (1) assignment which the unit member actually works. The health and welfare benefits available to each unit member are determined by the actual time worked, but shall not exceed the cost of the equivalent of one (1) position's entitlement to health and welfare benefits.

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

Section 21.2: APPROVAL PROCESS

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

21.2.1.1. Permanent status with the District.
21.2.1.2. Appropriate credentials for the proposed assignment.
21.2.1.3. Effective rating on all elements of the most recent evaluation.

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

21.2.3. A written plan for a job-sharing assignment shall be presented to the site administrator for approval by May 1 of each school year and referred to the appropriate administrator(s) and then to the Human Resource Services Division for final approval.

Section 21.3: COMPENSATION AND FRINGE BENEFITS

21.3.1. Job-sharing unit members shall be entitled to all appropriate provisions in the Agreement in the same proportion that their assignment bears to a full year's assignment.

21.3.2. Job-sharing unit members shall be entitled to accumulate days of service from year to year, up to the equivalent of a minimum of one hundred and thirty-six (136) days over a two- (2-) year period for service credit purposes.

Section 21.4: JOB-SHARING RESPONSIBILITIES

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

21.4.2. All job-sharing participants will attend all staff meetings, open houses, parent conferences, inservice training and complete all other professional obligations at the discretion of the principal/designee or in accordance with the approved job-share proposal.
Section 21.5: RETURN TO FULL-TIME POSITION(S)

In the event that one (1) job-sharing unit member is unable to complete the assignment due to illness or other unforeseen circumstance, and in the further event that another qualified job-sharing unit member is unavailable to assume the job-share assignment, the District may terminate the job-share assignment and return the remaining job-share unit member to full-time service.
ARTICLE 22. PROFESSIONAL GROWTH

Section 22.1: PROFESSIONAL GROWTH REQUIREMENTS

22.1.1. This Article applies only to those unit members who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.

22.1.2. Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred and fifty (150) clock hours of participation in activities which contribute to competence performance, or effectiveness in the profession of education. This program is to be completed within a five- (5-) year period. The five- (5-) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

22.1.3. Each unit member who obtains a clear credential after September 1, 1985, shall develop a professional growth plan which pertains to one (1) or more of the following:

22.1.3.1. A subject the unit member teaches, or reasonably expects to teach, in kindergarten or in grades one (1) through twelve (12).

22.1.3.2. A field of specialization in which the unit member serves or reasonably expects to serve, in kindergarten or in grades one (1) through twelve (12). Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education, and special education.

22.1.3.3. Concepts, principles and methods of effective teaching, curriculum, and evaluation in kindergarten or in grades one (1) through twelve (12).

22.1.3.4. Concepts and principles of physical, intellectual, social, and emotional development among children and youth.

22.1.3.5. Concepts and principles of human communication, learning, motivation, and individuality.

22.1.3.6. Language and cultural backgrounds of groups of children and youth who attend California schools.

22.1.3.7. Concepts and principles of effective relationships among schools, families, and communities.

22.1.3.8. Roles, organization, and operation of public education and of institutions that promote public education.

Section 22.2: PROFESSIONAL GROWTH ACTIVITIES

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

Section 22.3: PROFESSIONAL GROWTH ADVISORS

The District will maintain a list of qualified unit members and other appropriate volunteers to assist unit members in the completion of their professional growth plans.
Article 22 - PROFESSIONAL GROWTH (Continued)

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

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

22.3.2.1. Type of activity.
22.3.2.2. Dates of the activity.
22.3.2.3. Number of clock hours spent in the activity.

The professional growth advisor shall sign the form and submit it to the Teaching and Learning Center with a copy of the signed form to the unit member.

Section 22.4: PROFESSIONAL GROWTH CREDIT

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

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

Section 22.5: PROFESSIONAL GROWTH PANEL

22.5.1. A professional growth panel shall be established which shall consist of seven (7) members, four (4) of whom shall be unit members appointed by the Association and three (3) of whom shall be administrators appointed by the District.

22.5.2. The panel will be responsible for the following:

22.5.2.1. Establishment of a meeting schedule and identification of joint chairpersons.
22.5.2.2. Recommendations for orientation and/or training of advisors.
22.5.2.3. Consideration and resolution of issues that arise between advisors and unit members.
22.5.2.4. Consideration and designation of suggested advisors who are non-district employees, but who hold California credentials.
22.5.2.5. Review the professional growth program and make advisory recommendations to both parties to this Agreement as appropriate.
Article 22- PROFESSIONAL GROWTH (Continued)

Section 22.6: PROFESSIONAL GROWTH TRANSFERS

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

Section 22.7: MISCELLANEOUS PROVISIONS

22.7.1. Unit member evaluations will be conducted independent of professional growth plans.

22.7.2. Individual unit members are responsible for maintaining the necessary records to verify successful completion of their professional growth plans and for the processing of any required documents.

22.7.3. Unit members may select an advisor from an approved list maintained by the District. The District may appoint both district and non-district personnel as advisors.

22.7.4. The District retains the right to remove any advisor in keeping with Education Code requirements.

Section 22.8: GRIEVABILITY

Inasmuch as this state-mandated program contains a resolution process through the professional growth panel and/or the State Commission on Teacher Credentialing, disputes between advisors and participating unit members shall not be subject to the grievance procedure contained in this Agreement.
ARTICLE 23. BILINGUAL/ESL TEACHERS

Section 23.1:  BILINGUAL ASSIGNMENTS

The District shall limit bilingual/ESL or transition classrooms to no more than two (2) grade levels, except in cases of an emergency.

Section 23.2:  REQUIRED TRANSLATIONS OF MATERIALS

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

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

Section 23.3:  CERTIFICATION EXAMINATION FEES

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

Section 23.4:  INSERVICE TRAINING

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

Section 23.5:  BILINGUAL/ESL JOINT COMMITTEE

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

23.5.1.  Review second language programs and budgets and make recommendations to the instructional team leader.

23.5.2.  Develop a shared decisionmaking process governance document to ensure bilingual/ESL unit member involvement in the plans and programs of the Second Language Department.

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

The Committee shall report its recommendations to the Contract Administration Committee by January 31, 1993. It is understood by the parties that once the bilingual/ESL shared decisionmaking process is in place, the selected governance team shall become responsible for the charge set forth in Subsections 23.5.1. and 23.5.3.
ARTICLE 24. YEAR-ROUND SCHOOLS

Section 24.1: YEAR-ROUND SCHOOLS

24.1.1. Whenever the District determines that a site will change from a traditional calendar schedule to a year-round schedule, it shall notify the Association and will, upon request, consult regarding staffing of the site.

24.1.2. To the extent possible, professional growth opportunities will be made available to year-round school staff during intersessions and other appropriate times.

24.1.3. Unit members who are required to attend meetings or activities during off-track days shall be appropriately compensated.

24.1.4. Support services for year-round schools shall be comparable with services provided to schools on traditional calendar.

24.1.5. Issues related to year-round schools that are not addressed in this Agreement will be referred to the Contract Administration Committee for discussion and resolution.

Section 24.2: YEAR-ROUND ASSIGNMENTS

24.2.1. Track Assignment

24.2.1.1. Principals will provide unit members with the opportunity to meet to express their individual preferences for track assignments (grade levels/subjects) for the succeeding school year.

24.2.1.2. Principals are encouraged to complete track assignments as soon as possible, but normally not later than May 1 of each year.

24.2.2. Track Changes. Unit members who have changed tracks during the school year and would be subject to a loss of annual workdays shall be provided with the opportunity to work intersession, summer school or other approved district projects as mutually agreed between the unit member and the District.

Section 24.3: FLEX ASSIGNMENTS

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

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

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

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

24.3.3.1. Consideration will be made to avoid flex assignments in kindergarten or first grade.

24.3.3.2. Normally, principals should not assign supervision duty to flex teachers.
Article 24 - YEAR-ROUND SCHOOLS (Continued)

24.3.3. Normally, flex teachers will not be responsible for room environment as it relates to Article 14, Section 14.2.1.1.d.

24.3.3.4. Within budgetary constraints, flex teachers will be provided with appropriate work space, storage space and moveable cabinets.

24.3.3.5. The District, upon request, will provide on-site custodial support for flex teachers during changes in room assignments.

24.3.3.6. Flex teachers shall be provided with the option of class coverage or payment at the non-classroom hourly rate of pay for two (2) hours for each room change required.

Section 24.4: SUPPORT STAFF ASSIGNMENTS

Prior to making assignments of unit members at year-round schools who are not assigned to a specific track (i.e., resource specialist, librarian, counselor, etc.), the supervisor shall consult with the affected unit members regarding their preference for work assignments for the next school year.
ARTICLE 25. RESTRUCTURING AND SHARED DECISIONMAKING

Section 25.1: STATEMENT OF INTENT

The District and the Association agree that it is in the best interest of the San Diego City Schools to cooperatively engage in reform and restructuring activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees.

Section 25.2: RESTRUCTURING/EDUCATIONAL REFORM

25.2.1. Reform and restructuring may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

25.2.1.1. Involving school staff members in decisionmaking at sites.

25.2.1.2. Devising new systems of school site accountability.

25.2.1.3. Organizing and staffing schools in new ways.

25.2.1.4. Altering schedules and learning activities to accommodate different levels of student learning.

25.2.1.5. Involving school staff members in budget development.

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

25.2.2. Restructuring Leadership Team

25.2.2.1. The District and the Association agree to the concept of a districtwide collaborative body such as the Restructuring Leadership Team (RLT) composed of representatives of all stakeholders, including parents. The purpose of the RLT shall include clarification of restructuring/reform issues, coordination of restructuring/reform activities, development of a coordinated restructuring/reform training program and to lead restructuring/reform throughout the District.

25.2.2.2. The RLT shall be composed of appropriate representatives of district employee groups, parents and the community, with association representatives comprising a substantial number of the members of the RLT as determined by mutual agreement.

Section 25.3: CONTRACT WAIVERS

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

25.3.1. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.
Article 25 - RESTRUCTURING AND SHARED DECISIONMAKING (Continued)

25.3.2. Restructuring/educational reform proposals shall be referred to the Restructuring Leadership Team for review to determine whether contract waivers are necessary. Contract waivers which are not part of a restructuring/reform plan shall be submitted to the Contract Administration Committee for approval.

25.3.3. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreements which modify existing contract provisions.

Section 25.4: SHARED DECISIONMAKING

25.4.1. Conflicts or differences of interpretation which may arise regarding implementation of shared decisionmaking processes at the site may be submitted by a unit member(s) to the Restructuring Leadership Team for resolution.

25.4.2. The governance team, when appropriate and except as limited by Article 8, may use staff development days, modified days, and other non-student attendance time to conduct restructuring activities. Site budgets, when not restricted by categorical restraints, may be used to support governance team activities.

25.4.3. The association representative or designee shall be a voting member of the Site Governance Team, unless waived by a secret ballot vote of two-thirds of the unit members at a site.

Section 25.5: SITE DECISIONS REGARDING STAFFING

25.5.1. Whenever a site governance team contemplates the elimination of an existing bargaining unit position, the debate and discussion shall take place at open meetings and affected unit members shall be informed and afforded the opportunity to speak.

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

25.5.3. Decisions covered by this Section shall be submitted to the Restructuring Leadership Team to seek a waiver of appropriate district procedures and/or contract provisions which govern the staffing levels of such positions.
ARTICLE 26. CONTRACT ADMINISTRATION COMMITTEE

Section 26.1: STRUCTURE

The parties agree to establish a Contract Administration Committee composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the District.

Section 26.2: PURPOSE

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

26.2.1. Problems related to access to district premises as defined in Section 5.3.
26.2.2. Problems related to the use of association leave for association business as set forth in Section 5.4.3.
26.2.3. Issues related to new funds received by the District as defined in Section 7.2.
26.2.4. Review Site Security Plan Criteria as set forth in Sections 11.6.2. and 11.6.3.
26.2.5. Problems relating to implementation of dress codes (if any) as set forth in Section 11.12.
26.2.6. Receive and respond to the report of the Joint Committee on Facilities for Itinerants as established in Section 11.13.
26.2.7. Receive the report(s) of the Transfer Monitoring Committee established in Section 12.2.12.
26.2.8. 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 Section 13.4.5.
26.2.9. Receive and act upon recommendations of the Evaluation Committee as established in Section 14.8.
26.2.10. Receive and act upon recommendations from the Bilingual/ESL Joint Committee as established in Section 23.5.
26.2.11. Review and resolve year-round school issues left unresolved in negotiations as established in Section 24.1.5.
26.2.12. Receive and act upon any proposed contract waivers as established in Section 25.3.
26.2.13. Negotiate impacts and effects of layoff as established in Section 19.2.2.
26.2.14. Receive and act upon the report of the Intern Coordination Committee as established in Section 27.6.
26.2.15. Receive and act upon the report of the Counseling Services Committee as established in Section 29.1.
Article 26 - CONTRACT ADMINISTRATION COMMITTEE (Continued)

26.2.16. Receive and act upon the reports of the various Certificated Support Services Committees as established in Section 29.2.

26.2.17. Receive and act upon the report of the Child Development Center/Pre-Kindergarten Committee as established in Section 29.3.

26.2.18. Establish a BSSAP Hourly Instructor Task Force, assign a timeline, then receive and act upon the report of the task force as established in Section 29.4.

26.2.19. Receive and act upon any report received by the Nurse Shared Decisionmaking Committee regarding nurse caseloads as established in Section 29.5.

26.2.20. Discuss and attempt to reach mutual agreement upon contract provisions representing the interests of both the Association and the District on the following subjects:

26.2.20.1. Unit member discipline. The parties agree to explore and discuss the issue of discipline, and if appropriate, to amend the contract to include mutually-agreed upon disciplinary language.

26.2.20.2. Protection of certain unit members from involuntary transfer.

26.2.20.3. Exceptions granted for integration programs in terms of normal post and bid procedures.

26.2.20.4. Academic Freedom.

Section 26.3: AUTHORITY

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

Section 26.4: MEETING SCHEDULE

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

Section 26.5: COMMUNICATION

Minutes of meetings shall be kept and distributed to the Board of Education, Cabinet and Association Board of Directors.
ARTICLE 27. INTERN PROGRAM

Section 27.1: INTERN ASSIGNMENTS

The District may employ up to a maximum of eighty (80) interns each year unless agreed otherwise through procedures established by the Intern Coordination Committee set forth below.

Section 27.2: INTERN SUPPORT

Normally, an intern shall not be assigned without the assistance of a master unit member who shall be released twenty percent (20%) of a normal assignment for each intern to be assisted.

Normally, whenever a master unit member has been released full time to supervise interns, such an assignment shall extend for no more than one (1) full school year.

Master unit members under this Article should serve on a rotational basis as determined by the Intern Coordination Committee which shall develop and recommend a rotational system to the Contract Administration Committee.

Section 27.3: INTERN EMPLOYMENT

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

Section 27.4: INTERN ASSIGNMENTS

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

27.4.1. In traditional calendar sites, interns may be offered positions following the August posting of vacancies, except that positions appearing on the July post which receive no bids may be filled by interns.

27.4.2. In year-round schools, interns may be offered positions following the July posting of vacancies, except that positions appearing on the May post which receive no bids may be filled by interns.

Section 27.5: EVALUATION/TERMINATION

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

Section 27.6: INTERN COORDINATION COMMITTEE

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

27.6.1. To provide linkages between the various intern programs.

27.6.2. To review and coordinate the support provided to interns in the various programs.
Article 27 - INTERN PROGRAM (Continued)

27.6.3. To develop and recommend to the Contract Administration Committee a rotational system for master unit member assignments.

27.6.4. To evaluate the intern programs and to make recommendations to the parties regarding expansion, continuation and/or modifications to the programs.
ARTICLE 28. NON-DISCRIMINATION

Section 28.1: NON-DISCRIMINATION

Except for affirmative action provisions established in this Agreement and consistent with state and federal law, neither the District nor the Association will, in the implementation of this Agreement, discriminate against or harass any unit member because of such individual’s race, creed, color, age, gender, sexual orientation, national origin, physical handicap or participation or non-participation in Association activities.
ARTICLE 29. JOINT COMMITTEES

Section 29.1: COUNSELING SERVICES COMMITTEE

The District and the Association agree to the appointment of a Counseling Services Committee composed of five (5) unit members appointed by the Association and five (5) representatives appointed by the District. This Committee shall:

29.1.1. Review counselor performance evaluation procedures, assignment procedures and other procedures related to counseling services within the District.

29.1.2. Review training needs and plan staff development activities for the counseling staff.

29.1.3. Discuss and develop a process which assures counselors a role in the development and implementation of districtwide procedures relating to counseling services.

29.1.4. Review counselor caseloads throughout the District and make recommendations to the Contract Administration Committee for resolution of outstanding caseload problems.

This Committee shall issue a report with appropriate recommendations to the Contract Administration Committee no later than May 15, 1993.

Section 29.2: CERTIFICATED SUPPORT SERVICES COMMITTEES

The District and the Association agree to assign, to existing committees representing Psychologists, Nurses, Speech Therapists, the direction to investigate, research and report to the Association and the District, through the Contract Administration Committee, on the following:

29.2.1. Performance evaluation needs within the field.

29.2.2. Scope of services offered within the field.

29.2.3. Restructuring/shared decisionmaking issues.

29.2.4. Professional development needs within the field.

In developing data and recommendations relating to the above subjects, these committees should consult with a cross section of classroom teachers and administrators relative to type and quality of service expected of each field at the school site level.

Section 29.3: CHILD DEVELOPMENT CENTER/PREKINDERGARTEN COMMITTEE

The District and the Association agree to the establishment of a joint Child Development/Prekindergarten Committee composed of a mutually-agreed upon equal number of members appointed by each party. This Committee shall be charged as follows:

29.3.1. Review, discuss and make recommendations to the Contract Administration Committee on issues relating to Child Development Center and Prekindergarten programs, particularly in the areas of workload, internal transfer and reassignment, paperwork and salaries. Make recommendations regarding these issues to the Contract Administration Committee no later than May 15, 1993.

29.3.2. Develop a shared decisionmaking process for these two programs which assures unit member involvement in districtwide program decisions within these programs.
Article 29 - JOINT COMMITTEES (Continued)

29.3.3. Review the contract language relating to vacation for Child Development Center Teachers and make a recommendation regarding additional vacation time to the Contract Administration Committee no later than November 30, 1992.

Section 29.4: **BSSAP HOURLY INSTRUCTOR TASK FORCE**

The Contract Administration Committee shall establish a BSSAP Hourly Instructor Task Force charged with reviewing various issues related to BSSAP Hourly Instructors including access to post and bid procedures. The Contract Administration Committee shall establish the specific charge, timeline and reporting dates.

Section 29.5: **NURSE CASELOADS**

The existing Nurse Shared Decisionmaking Group is charged with conducting a review of nurse caseloads within the District and to make recommendations to the Contract Administration Committee regarding resolution of outstanding caseload problems.

Section 29.6: **JOINT COMMITTEES ESTABLISHED ELSEWHERE**

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

29.6.1. Calendar Committee established in Section 8.2.1.
29.6.2. Elementary Preparation Time Committee established in Section 8.7.2.
29.6.4. Facilities for Itinerants Committee established in Section 11.13.
29.6.5. Transfer Monitoring Committee established in Section 12.2.12.
29.6.7. Mentor Steering Committee established in Section 18.9.2.
29.6.8. Bilingual/ESL Committee established in Section 23.5.
29.6.9. Intern Coordination Committee established in Section 27.6.
29.6.10. Special Education Case Load Committee established in Section 30.2.
29.6.11. Professional Growth Panel as established in Section 22.5.
ARTICLE 30. SPECIAL EDUCATION

Section 30.1: SPECIAL EDUCATION CASELOADS

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

30.1.1. Learning Handicapped (LH) 18
30.1.2. Severely Emotionally Disturbed (SED) 12
30.1.3. Severely Handicapped (SH) 12
30.1.4. Communicatively Handicapped (CH)
  30.1.4.1. Deaf and Hard of Hearing (DHH) 10
  30.1.4.2. Severe Disorders of Language (SDL) 15
30.1.5. Resource Specialist (RS) 28
30.1.6. Language Speech and Hearing (LSH) 55

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

Section 30.2: CASELOAD COMMITTEE

The caseload or class size for positions mentioned in Section 30.1 will be monitored by a joint committee of three members each appointed by the District and the Association in accordance with Section 30.3. Upon mutual agreement, this joint committee will dissolve and its role will be assigned to the appropriate Special Education Governance Team.

Section 30.3: CASELOAD PROBLEM RESOLUTION

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

30.3.1. Reassignment/readjustment of staff.
30.3.2. Tighter screening practices at schools.
30.3.3. Increase prevention at the site.
30.3.4. Readjust aide time.
30.3.5. Evaluate student placement.
30.3.6. Reassign students to other classes or other schools.
30.3.7. Apply for waivers as appropriate.
Article 30 - SPECIAL EDUCATION (Continued)

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

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

Section 30.5: CONFORMANCE WITH EDUCATION CODE

In the event that provisions of this Article are modified by changes in the Education Code, it is agreed that the Committee established in Section 30.2 will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.
ARTICLE 31. BASIC SKILLS SUPPLEMENTARY ASSISTANCE PROGRAM

Section 31.1: DEFINITIONS

BSSAP/Hourly Instructor is a unit member assigned to the Basic Skills Supplementary Assistance Program on an hourly part-time basis. BSSAP/Hourly Instructors provide support to the regular classroom teacher, including small group instruction, pullout programs and tutoring, subject to assignment by the classroom teacher.

Section 31.2: WAGES

31.2.1. BSSAP Salary. The regular hourly wage rate for BSSAP/Hourly Instructors will be as set forth in the appropriate salary schedule. The rate of pay will be increased annually by the same percentage provided to employees on the teacher’s salary schedule.

31.2.2. BSSAP/Hourly Instructors who work hours beyond their regular assigned workday (including substitute assignments) will be paid at their hourly rate of pay.

Section 31.3: HOURS OF EMPLOYMENT

31.3.1. The maximum work week for BSSAP/Hourly Instructors will not exceed twenty (20) hours.

31.3.2. For the BSSAP/Hourly Instructor continuing in an assignment in the ensuing school year, work schedules will be established in June if tentative funding is known. The site administrator will meet with the BSSAP/Hourly Instructor no later than thirty (30) calendar days prior to the start of school to establish a schedule. This schedule will include hours, days and months to be worked. At times, due to budgetary constraints, modifications in the schedule may occur.

31.3.3. BSSAP/Hourly Instructors may be requested to provide proctor services, substitute coverage in emergency situations, and perform other duties which are compatible with site needs.

Section 31.4: LEAVES

Leaves of absence will be provided to BSSAP/Hourly Instructors on a pro rata basis. Eligible unit members will be entitled to sick leave, personal necessity leave, personal business (two [2] days), paternity and adoption leaves and Category II long term leaves of absence without pay for up to one year. Category II leaves of absence that occur during the work year and are for less than the total work year must be approved by the site administrator.

Section 31.5: TRANSFER POLICIES

31.5.1. Geographic Zones. BSSAP/Hourly Instructor vacancies will be grouped by geographic zones. There will be a total of fifteen (15) zones, each zone representing a high school and its feeder schools.

31.5.2. Transfer Requests.

BSSAP/Hourly Instructors who wish to transfer from one location to another within the program may file a request for transfer. Copies of known vacancies with a description of the assignment will be filed with the Personnel Administration Department, Certificated.
Article 31 - BASIC SKILLS SUPPLEMENTARY ASSISTANCE PROGRAM (Continued)

31.5.3. Posting Of Vacancies. Known vacancies with posted qualifications will remain on file for ten (10) workdays. From the list of transfer requests, the five (5) most senior applicants will be selected to interview for the vacancy.

31.5.4. Filling Of Vacancies. If five (5) district applicants do not apply for the position, the site administrator may interview other candidates for that position. The district-employed BSSAP/Hourly Instructor will have hiring rights over outside candidates when they meet the qualifications stated in the posting. When an outside candidate is chosen, the site administrator must state in writing, on an approved form, the reasons why applicants were not selected.

31.5.5. Excessing. Excessing to reduce the number of BSSAP/Hourly Instructors may be made based upon budget, program needs, enrollment estimates, or during the year based upon actual enrollments. Volunteers may be transferred to achieve the desired reduction. If no BSSAP/Hourly Instructor volunteers for transfer, the unit member who has the least seniority shall be transferred. BSSAP/Hourly Instructors whose weekly hours are decreased by five (5) or more may declare themselves in excess. Excessed BSSAP/Hourly Instructors will be placed before new hires and voluntary transfer requests.

31.5.6. Seniority. A full year of service credit will be granted to BSSAP/Hourly Instructors after working five hundred and forty (540) hours. Service hours will be used in determining the BSSAP/Hourly Instructor’s seniority.

Section 31.6: CLASS SIZE

BSSAP/Hourly Instructors shall be assigned to groups of students appropriate in number to the workspace provided, normally not to exceed ten (10) students. At times, the BSSAP/Hourly Instructor will jointly work with the classroom teacher where numbers may exceed ten (10).

Section 31.7: PERFORMANCE EVALUATION PROCEDURE

31.7.1. Frequency. Evaluation and assessment of the performance of BSSAP/Hourly Instructors will be made on a continuing basis, but annually a formal evaluation will be conducted.

31.7.2. Evaluation. The site administrator(s) will be responsible for the evaluation process. Unit members shall not evaluate the performance of BSSAP/Hourly Instructors.

31.7.3. Procedures For Evaluation.

31.7.3.1. Prior to beginning their assignment, BSSAP/Hourly Instructors will be given a copy of the evaluation review form and job description.

31.7.3.2. The conference to review the job description and performance evaluation procedure normally should be held within ten (10) workdays of starting the assignment, but no later than thirty (30) calendar days from the first day of the assignment. A conference may be held to discuss ongoing performance following a scheduled observation or to review other matters at the request of either the principal or the BSSAP/Hourly Instructor.

31.7.3.3. Normally, the evaluator shall observe the BSSAP/Hourly Instructor twice during his/her assignment and at least one of these observations requires follow up with a conference.
31.7.3.4. The evaluator must hold a final conference with the BSSAP/Hourly Instructor to review the performance evaluation no later than thirty (30) calendar days before the conclusion of the assignment.

31.7.4. **Needs Improvement**

31.7.4.1. BSSAP/Hourly Instructors receiving a "Needs Improvement" shall be informed in writing of specific areas of their performance where improvement is required.

31.7.4.2. When determining that a BSSAP/Hourly Instructor requires improvement in any area, the evaluator must hold a conference with the BSSAP/Hourly Instructor. An evaluator cannot rate a BSSAP/Hourly Instructor's performance as less than effective in Section A on the Performance Evaluation Review Form unless the unit member has been in the assignment for a minimum of thirty (30) workdays.

31.7.4.3. The evaluator shall develop a remediation plan, which will set forth specific requirements necessary to achieve improved progress, resources available and the evaluator's role in assisting the BSSAP/Hourly Instructor to achieve improved performance. Remediation will continue for thirty (30) workdays preceding the conference.

31.7.4.4. Failure to meet the provisions of this Section precludes the evaluator from evaluating the BSSAP/Hourly Instructor as needing improvement.

31.7.5. **Rebuttal**. The BSSAP/Hourly Instructor will have the right to rebut, in writing, any comments made by the evaluator which will become a permanent part of the evaluation.

**Section 31.8: APPLICATION OF CONTRACT PROVISION**

31.8.1. The following articles/sections of this Agreement do not apply to BSSAP/Hourly Instructors:

- Article 7  Wages
- Article 8  Hours Of Employment, Sections 8.1, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9
- Article 10  Except as set forth in 31.4
- Article 12  Transfer
- Article 13  Class Size
- Article 14  Except Sections 14.1, 14.2, 14.3, 14.4, 14.5
- Article 17  Summer School
- Article 18  Mentor Teachers
- Article 19  Layoff And Reemployment
- Article 23  Bilingual
- Article 24  Year-Round Schools
ARTICLE 32. EFFECT OF AGREEMENT

Section 32.1: 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 32.2: SAVINGS CLAUSE

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

Section 32.3: 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 32.4: 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 32.5: REOPENERS

32.5.1. 1993-94 Reopeners. In accordance with the procedures established in Article 4 - Negotiations Procedures, Article 7 - Wages shall be reopened and each party may reopen one additional article. However, Article 9 - Health and Welfare Benefits, may not be selected as a reopener by either party.

32.5.2. 1994-95 Reopeners. In accordance with the procedures established in Article 4 - Negotiations Procedures, Article 7 - Wages shall be reopened, and each party may reopen on additional article. In the event that the total cost of all plans contained in Article 9 increases by a percentage greater than the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the twelve- (12-) month period ending in the third quarter 1993-94 fiscal year, the District may choose to reopen Article 9 - Health and Welfare Benefits as its one reopener in addition to Article 7 - Wages.

Section 32.6: DURATION CLAUSE

This Agreement is entered into on October 5, 1992. This Agreement shall become effective on July 1, 1992, and will remain in effect until June 30, 1995, except for modifications due to reopeners as set forth in Section 32.5. and modifications agreed to through the Contract Administration Committee as set forth in Article 26. Further, it is understood that Article 17, Summer School Hours and Conditions of Employment, shall also apply to the summer schools of 1993, 1994 and 1995, and intersessions held during the same school years.
SAN DIEGO UNIFIED SCHOOL DISTRICT

SALARY SCHEDULE

1992-93

Effective July 1, 1992

ANNUAL SALARY RATES FOR BASIC 184-DAY CONTRACT YEAR

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1.00 POSITION CLASSES COMPENSATED ON THE SALARY SCHEDULE

1.01 These rates apply to all contract certificated employees in the certificated employee unit except teachers, lead teachers, and resource teachers assigned to the children's center, teachers and resource teachers assigned to the State Preschool Program, and Military Science Instructors.

1.02 Intern Teachers employed full time in the Intern Teacher Program and School Psychology Interns will be paid the A-1 salary rate as contained in the Salary Schedule. Part-time Intern Teachers will be paid in proportion to the full-time Intern Teacher rate. Method of payment and pay dates will be the same as for regular unit members.

1.03 Credentialed Teachers employed full time in the Special Education Intern Program will be placed on the Salary Schedule in accordance with Section 2.00. Part-time Special Education Interns will be paid in proportion to their full-time rate.

2.00 INITIAL COLUMN PLACEMENT

For salary placement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education and must be posted on an official transcript as semester, quarter, or trimester units. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

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

2.01 DEFINITION OF COLUMNS

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

Column A Bachelor's degree.

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

Column C Master's degree with a total of 54 semester units of creditable upper division or graduate work, or bachelor's degree with a total of 60 semester units of creditable upper division or graduate work.

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

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

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or closely related to the unit member's district assignment, or related to a potential future assignment requiring an elementary or secondary teaching credential or a credential required for assignment in a classification listed in Section 3.03 and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

2.022 DISTRICT SPONSORED INSERVICE EDUCATION

Course work taken by a district certificated substitute prior to contract employment is creditable if the course:
A. Is determined to be closely related to the contract assignment or to the certificated substitute assignment in effect at the time the course was completed and
B. Was taken for credit and the substitute has paid the appropriate fee.

2.023 LOWER DIVISION, EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES
Course work in these categories may be creditable for column placement if:
A. A completed application for course review is received in the Human Resource Services Division by June 30 of the current school year,
B. The course is approved for credit by the district or by the Certificated Salary Evaluating Committee, and
C. The course is posted on an official transcript and received in the Human Resource Services Division by June 30 of the current school year.

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 for unit members in the following classes: Audiologist, Counselor, Librarian, Nurse, Psychologist, and Speech Therapist if it is determined that:
A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,
B. The course is closely related to the unit member's current assignment,
C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS
Qualifying upper division or graduate course work completed 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:
A. The requirements for the bachelor's degree had been met prior to the start of the additional course work; or
B. The additional course work was not part of the requirements for granting the bachelor's degree.

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 3.01-3.05.

3.01 NON-DISTRICT TEACHING AND/OR CERTIFICATED EXPERIENCE
Teaching and/or certificated experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching and/or certificated experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.
3.02 DISTRICT TEACHING OR CERTIFICATED EXPERIENCE
District teaching or certificated experience prior to employment by contract is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours is equivalent to one month of service. A maximum of 10 months of district experience will be credited within any 12 month period. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

3.03 NON-TEACHING EXPERIENCE
Audiologists, Counselors, Librarians, Nurses, Psychologists, and Speech Therapists: new unit members assigned to one of these job classes will be credited for public or recognized private school experience in these fields in the same manner as that for crediting teaching experience as described in Section 3.01. Management experience outside the district is creditable if the position required a credential.

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

3.031 Counselors
Employment as a licensed social worker or counselor in settings which include, but are not limited to: community and public mental health agencies, rehabilitation/recovery centers, hospitals, and social service agencies. Settings which are excluded include, but are not limited to: licensed Marriage, Family and Child Counselor.

3.032 Librarians
Employment as a librarian with appropriate credentials in library settings which include, but are not limited to: public, college/university, private industry, and foundations. Appropriate credentials are either a Master's of Library Science (MLS) degree or a Library Media Teacher credential.

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

3.034 Psychologists
Employment as a Licensed Psychologist or Licensed Educational Psychologist in settings which include, but are not limited to: community/public health agencies, mental health agencies, rehabilitation/recovery centers, and hospitals. Settings which are excluded include, but are not limited to: non-clinical and research psychology.

3.04 EXPERIENCE CREDIT - Basic Skills Supplementary Assistance Program (BSSAP)
Hourly Instructors
One thousand eighty (1,080) hours of experience is equivalent to one (1) full year of experience credit in determining initial step placement if a BSSAP Hourly Instructor becomes a full- or part-time employee. BSSAP Hourly Instructors will be given full credit for past hours worked when calculating experience credit.

3.05 TOTAL EXPERIENCE CREDIT
Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any twelve-month period.

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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:

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<td>67.5 - 72.4</td>
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<td>2</td>
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<td>72.5 - 87.4</td>
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<td>3</td>
<td>17.5 - 27.4</td>
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<td>137.5 or more</td>
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4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SALARY SCHEDULE

4.01 PAY DETERMINATION FOR A PARTIAL YEAR OF SERVICE -- When a unit member works less than a full school year, the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g. traditional, year-round, multitrack, etc.).

4.02 STEP ADVANCEMENT

4.021 Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who works 136 or more working days within the regularly scheduled calendar year will advance one step for each year of creditable district service until the maximum step of the column has been reached. Summer school and intersession service and any other service rendered outside the regular board-adopted calendar will not count for step advancement.

4.022 Days absent during the regularly scheduled calendar year will not count for step advancement except:
   1. Board-approved absence on official district business
   2. Absence due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded.

4.023 For unit members who work more than 126 days but less than 136 days, the district and the association will review individual circumstances for exceptions to this rule. Possible criteria for exceptions may include:
   1. Catastrophic illness or injury for which the unit member is under the direct care of a physician
   2. Pregnancy complications
   3. Newly hired unit members contracted to work 136 to 145 days
Unit members meeting the above criteria may work additional assignments in order to qualify for step advancement.

4.024 When a unit member has reached the maximum step of a column, additional service credit will be monitored. This additional service will count in determining a new step placement when a higher column has been reached. The new step placement on the higher column will include all creditable district and non-district experience as of the last hire date and will not be less than the step placement for a new unit member with the same training and experience. From that point the unit member will advance by annual increments to the maximum of the higher column as provided in Section 4.021.

4.025 Part time unit members who work less than 136 days in one year, but work a total of 136 or more days in two or more consecutive years can accumulate days worked from year to year 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 COLUMN ADVANCEMENT

4.031 Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that:
A. The minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by the third Friday of September in the current school year, and
B. The transcript is received in the Human Resource Services Division by June 30 of the current school year.

For purposes of column advancement the total number of creditable units will be converted to semester units and rounded to the next larger whole number when the fraction is 1/2 or larger (i.e., 35 1/2 semester units will be counted as 36 semester units).

4.032 Salary column adjustments will be retroactive to the beginning date of the current year of regular contract service when the transcript requirements of Section 4.031 have been met. If the transcript is received after June 30 of the current school year the salary column adjustment will be effective the first day of contract service in the following school year.

4.033 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.

4.04 COURSE WORK CREDITABLE FOR COLUMN ADVANCEMENT

4.041 All creditable units will apply for column advancement in accordance with Section 4.03.

4.042 Upper Division and Graduate Work
Course work is creditable if it is taken for credit at an accredited institution, within the major or minor, or closely related to the unit member's district assignment, or related to a potential future assignment requiring an elementary or secondary teaching credential or a credential required for assignment in a classification listed in Section 3.03 and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series.

4.043 District-Sponsored Inservice Education
Course work is creditable if it is determined to be closely related to the regular contract unit member's district assignment at the time the course was completed.

4.044 LOWER DIVISION, EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES
Course work in these categories may be creditable for column advancement if:
A. A completed application for course review is received in the Human Resource Services Division by June 30 of the current school year (prior approval of course is recommended to ensure credit for classes),
B. The course is approved for credit by the district or by the Certificated Salary Evaluating Committee, and
C. The course is posted on an official transcript and received in the Human Resource Services Division by June 30 of the current school year.

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.

4.045 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)
Course work posted in CEUs or PDUs is creditable for salary advancement for unit members assigned as Audiologists, Counselors, Librarians, Nurses, Psychologists, and Speech Therapists 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 closely related to the unit member's current assignment,
C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

4.046 ADVANCED DEGREES
Advanced degrees in the field of education or in a field closely related to the unit member's current assignment will be credited for column advancement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 4.05.

4.047 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.

4.05 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. In general, credit for courses in highly specialized curricula outside the field of education will be creditable only if the courses meet the requirements specified in Section 4.04 and are determined to be closely 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.

4.06 SUMMER WORK EXPERIENCE
A maximum of eight units of salary credit is allowed for summer work experience provided:
A. The employment is directly related to the unit member's current district assignment, or
B. The nature of the work can be expected to provide a substantial increase in the unit member's skill, knowledge, or understanding of the district assignment, and
C. The work does not include summer school, intersession, or other teaching service.

Necessary application forms are available in the Human Resource Services Division and must be filed by June 30 of the year following summer work experience. The number of creditable units will be determined by the Certificated Salary Evaluating Committee.

4.07 LEAVES OF ABSENCE THAT QUALIFY FOR STEP ADVANCEMENT
4.071 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.

4.072 CONSULTANT
Step advancement credit will be earned during leaves of absence when a certificated unit member serves as a consultant or in any professional capacity with a government agency upon determination by the Assistant Superintendent, Human Resource Services that the service provides a direct benefit to the district.

4.073 PROFESSIONAL STUDY
A unit member who is approved for professional study leave will earn one step advancement upon completion of a full-time college program (24 upper division or graduate semester units). One semester of college work (12 upper division or graduate semester units) and one semester of district service, half time or more, during the same school year will qualify for one step advancement. Up to two
years of step advancement credit will be earned when an Ed.D. or Ph.D. degree is awarded to the unit member on leave.

4.08 DESIGNATED SUBJECTS CREDENTIAL UNIT MEMBERS
4.081 STEP PLACEMENT AND ADVANCEMENT
Recognition of three years of occupational experience (exclusive of apprenticeship) qualifies for placement on Step 4. Additional teaching experience will be credited for step advancement in the same manner that such experience is credited for unit members on the regular Salary Schedule.

4.082 COLUMN PLACEMENT AND ADVANCEMENT
Unit members without a bachelor's degree will be placed on Column A. Unit members with a bachelor's degree will be placed and advanced on Columns A through E after meeting the same training qualifications required of unit members on the regular Salary Schedule.

5.00 CERTIFICATED SALARY EVALUATING COMMITTEE
This committee is comprised of an equal number of unit members and district management employees and is chaired by a representative of the Human Resource Services Division. The purpose of the committee is to evaluate course work that is not creditable under regular salary rules.

6.00 PAYMENT OF SALARIES
6.01 METHOD OF PAYMENT
The amounts shown on this salary schedule are annual salaries for 10-month and year-round assignments which require the full number of scheduled workdays in the board-adopted calendar. If a unit member works fewer than the full number of scheduled workdays because of late start, unpaid leave, resignation, etc. earnings will be prorated based on the number of days worked.

For unit members in 10-month assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, September through June. For unit members in year-round assignments paydays normally will be the last day of the month when the central administrative offices of the district are open for business, July through June.

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

6.02 OVERPAYMENTS AND UNDERPAYMENTS
Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

7.00 COMPENSATION FOR NONCONTRACT SERVICE
7.01 Hourly Service
7.011 Nonclassroom Assignment
$19.29 per hour
This rate applies to a regular contract unit member who is offered and who agrees to serve in an hourly nonclassroom assignment in addition to the regular contract assignment. Nonclassroom hourly assignments include, but are not limited to: library service, counseling service, materials development, curriculum writing, community relations activities, assistance to school administrators, and all other nonclassroom certificated hourly service except workshop participation. Only unit members specifically approved for compensation will be paid.

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7.012 Workshop Participants
$12.86 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 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

7.013 Additional Hourly Classroom Assignment
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 pro rata basis rounded to the nearest quarter hour, either the amount currently paid for certificated hourly classroom assignments ($25.46 in 1992-93) or their current pro rata rate, including any special compensation, whichever is greater. Pro rata rate is the quotient resulting from dividing the unit member's annual salary rate, including any special compensation, by the number of days in the contract year, divided by 8.

(Additional hourly classroom assignments may require a waiver. See Article 25, Section 3.)

7.02 Extended-Day Service
Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments.

Extended-day payment units are units of value for each extended-day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class C-13 of the Salary Schedule. For 1992-93 the value of one extended day unit is $587.41.

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 pro rata of their annual contract rate if the unit member's division head certifies that the duties and responsibilities are a continuation of the unit member's regular contract assignment and are essentially the same as those in effect during the regular work year.

Except for summer school session rates, the daily rate for extended work year service as defined above will be the unit member's regular contract salary including special compensation, if any, divided by the number of workdays in the board-adopted calendar. For assignments of less than eight hours per day, the hourly rate will be the daily rate divided by eight.

7.032 Summer School/Extended Year Programs for Special Education
A. Compensation for unit members of state-mandated special education summer school/extended year programs will be defined as summer school rates with pay based upon a pro rata percent of time which the extended-year service bears to the regular contract service year.

B. Special education teachers presently assigned to the Development Center Program for Handicapped Minors at the Revere site will be assigned to a basic contract year and paid on a pro rata basis for additional days of service in the summer school/extended school year program.
7.033 Mandated or Required Noncontract Service
These are days of service for regular contract unit members in addition to the basic contract service days in the board-adopted calendar and specifically directed by the Board of Education. A mandated day of service is one arising out of a federal or state law, regulation, or court order. A required day of service is one directed by the Board of Education for meeting a district operational need, and will not exceed five days in any school year. All mandated and required service days are paid on a pro rata 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.

7.034 Temporary and Continuing Assignments
Section 7.034 applies only to extended work year service as contained in this section and does not apply to nonclassroom assignments (Section 7.011), workshop participants (Section 7.012), extended-day service (Section 7.02), summer school rates (Section 7.032), or rates contained in other sections of this contract.

A. All regular contract unit members will be assigned to a basic board-adopted contract year assignment and paid on the basis of pro rata pay for days worked in addition to the basic contract calendar when the work consists of the same set of responsibilities as were performed in the basic contract year. The basic contract year annual salary will be paid in ten (10) equal monthly installments. Except as otherwise provided by law and contract provisions, annual salary will be reduced on a pro rata basis for unit members assigned to the basic contract year but who work less than the required number of days in the adopted calendar.

B. A regular contract unit member assigned additional days of work beyond the basic contract year shall be categorized in one of two types of assignments -- temporary or continuing.

1. A temporary assignment is one existing for a limited and time-certain period of time as determined by the division or department concerned.

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 pro rata daily or hourly basis, as appropriate, as described in Section 7.031. Salaries for such additional days worked in a temporary assignment in addition to the regular basic contract year are not subject to State Teachers’ Retirement System (STRS) contributions by the unit member and the district.

D. A regular contract unit member serving in a continuing assignment of additional days beyond the basic contract year shall be deemed to be continuing in this assignment until the assignment is formally terminated by the Board of Education. Once assigned to a continuing assignment, a unit member may not reduce this assignment in any particular year without the
approval of the unit member's supervisor and division head and the concurrence of the Assistant Superintendent, Human Resource Services Division.

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

F. A regular contract unit member assigned an additional 24 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a pro rata of that salary for the 24 additional workdays. The total annual salary will be divided into eleven (11) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.

G. A regular contract unit member assigned to an additional 44 workday continuing assignment in addition to the basic contract year will be paid an annual salary consisting of the basic contract salary and special compensation, if any, plus a pro rata of that salary for the 44 additional workdays. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.

H. A regular contract unit member assigned to a year-round school program will be paid the basic contract annual salary plus special compensation, if any. The total annual salary will be divided into twelve (12) equal monthly payments, each of which is subject to STRS contributions by the unit member and the district.

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

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:

$19.29 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.

$38.58 Evening Sessions -- Session rate for events which begin at or after 6 p.m. or when school is not in session.

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 pro rata 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 pro rata 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 pro rata compensation will be the unit member's regular class and step placement on the current salary schedule divided by the specified annual workdays in Section 6.01 above. The resulting daily pay rate will be divided by eight to determine the appropriate hourly pay rate.

8.00 SPECIAL COMPENSATION

8.01 BSSAP Hourly Instructors

Basic Skills Supplementary Assistance Program Hourly Instructors shall be paid the hourly rate shown in Section 7.011.
Certain positions related to the schedule of salaries for regular teachers will receive annual compensation paid on a monthly prorated basis in addition to the regular salary. Except in designated schools or programs, the total “over schedule” payments allowed any individual for the school year shall not exceed $400. Rates listed below apply to unit members in 10-month and year-round assignments. Unit members in extended work year assignments being paid on the basis of a daily pro rata for additional days will also be paid pro rata special compensation.

8.02 PUPIL PERSONNEL PROGRAMS
$200 Career Development Counselors; Counselors assigned two or more hours per day; District Counselors; Psychologists; Psychometrists; Resource Nurses; Vocational Rehabilitation Counselors.
$1750 Head Counselor, Class I; Senior School Psychologist.
$2320 Head Counselor, Class II.

8.03 EXCEPTIONAL CHILD PROGRAMS
$100 Special education teachers (regular day classes and itinerant) of pupils with exceptional needs: Learning Handicapped, Physically Handicapped, Communicatively Handicapped, Severely Handicapped, and Vocational Special Needs Instructors.

8.04 SPECIFIED PROGRAMS
$200 Teachers of District Designated Advanced Placement Courses; Resource Teachers (Achievement Goals Program, Curriculum, Inschool, Project, Special Education, Staff Development); Resource Specialists (Special Education, Educational Assessment Services); Social Concerns Teachers; Team Leaders.

8.05 CAREER TEACHER PROGRAM
$500 A special annual stipend for career unit members who have met the educational requirements for Class D or Class E on the Salary Schedule and have completed eighteen (18) or more years of creditable contract experience.
### APPENDIX B
MENTOR NOMINATION COMMITTEES

<table>
<thead>
<tr>
<th>Number of Committees</th>
<th>Grade Level/ Spec. Pop.</th>
<th>Number of Teachers on each committee</th>
<th>Number of Administrators on each committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>K-6</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>7-12</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>GATE</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>SPECIAL EDUCATION</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>SECOND LANGUAGE</td>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>
Sideletter - 1992-95 Collective Negotiations Contract, Teachers Bargaining Unit

October 13, 1992

To Whom it may Concern:

The parties agree that both the District and the Association, in their negotiations over reopeners during the 1992-95 Agreement, and in negotiations over a subsequent agreement shall abide by the provisions of the Educational Employee Relations Act, Government Code Sections 3540-3549.3. Specifically, the parties agree that each will negotiate in good faith up to and including good faith participation in the impasse provisions of the act which include mediation and factfinding, and neither will unilaterally act to the detriment of the other until the completion of this commitment.

FOR THE DISTRICT:

Raymond E. Williams
Assistant Superintendent
Human Resource Services Division

Date: 10/13/92

FOR THE ASSOCIATION:

William Crane
President,
San Diego Teachers Association

Date: 10/13/92

Ann Armstrong
President,
Board of Education

Date: 10/13/92

Dianne Jones
Negotiations Team Chair
San Diego Teachers Association

Date: 10/13/92

William Harju
Executive Director
San Diego Teachers Association

Date: 10/13/92

Approved in public meeting of the Board of Education of the San Diego Unified School District on 10/13/92.

Cheryl Ward, Recording Secretary
Board of Education
CHILD DEVELOPMENT CENTERS SALARY SCHEDULE
1992-93
Effective July 1, 1992
MONTHLY SALARY RATES

<table>
<thead>
<tr>
<th>STEP</th>
<th>SALARY GRADE 91</th>
<th>SALARY GRADE 92</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$1866.84</td>
<td>$2005.57</td>
</tr>
<tr>
<td>B</td>
<td>1960.34</td>
<td>2105.10</td>
</tr>
<tr>
<td>C</td>
<td>2061.87</td>
<td>2208.64</td>
</tr>
<tr>
<td>D</td>
<td>2162.40</td>
<td>2326.26</td>
</tr>
<tr>
<td>E</td>
<td>2270.97</td>
<td>2439.86</td>
</tr>
<tr>
<td>F</td>
<td>2380.55</td>
<td>2557.48</td>
</tr>
<tr>
<td>*G</td>
<td>2499.18</td>
<td>2687.17</td>
</tr>
</tbody>
</table>

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

1.00 POSITION CLASSES COMPENSATED ON THE CHILD DEVELOPMENT CENTERS SALARY SCHEDULE
Salary schedule rates apply to contract teachers, lead teachers, and resource teachers assigned to the Child Development Centers; teachers and resource teachers assigned to the State Preschool Program; teachers and lead teachers assigned to the Extended Day Magnet Program; and teachers assigned to the School-Age Parenting and Infant Development Program (SAPID).

2.00 DEFINITION OF SALARY GRADES
2.01 Salary grade 91: Child Development Centers Teacher, State Preschool Teacher, Extended Day Magnet Program Teacher, and SAPID Teacher.

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

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

3.01 Non-District Teaching Experience -- Teaching experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Teaching experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment. Hourly, summer school, and intersession teaching outside the district is not creditable.

3.02 District Teaching Experience -- All district teaching experience prior to employment by contract is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service; ninety hours is equivalent to one month of service. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

3.03 Total Experience Credit -- Experience credit is allowed only in original placement on the salary schedule and is not subject to later review. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made.
A maximum of ten months of experience will be credited within any twelve month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement.

Break points for determining step placement are:

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

4.00 UNDERPAYMENTS OR OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the district will issue a supplementary warrant for the total amount due as soon as possible. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

5.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE CHILD DEVELOPMENT CENTERS SALARY SCHEDULE

5.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g., 10-, 11-, and 12-month work year).

5.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who works the prescribed number of working days within the scheduled calendar days for the assigned work year as shown below will advance one step for each year of creditable service until step F is reached.

- 10-month assignment - 133 or more working days
- 11-month assignment - 168 or more working days
- 12-month assignment - 185 or more working days

Summer school and intersession service and any other service rendered outside the regular board-adopted calendar for the unit member's assignment year will not count for step advancement. Days absent for any reason during the regularly scheduled calendar will not count for step advancement except (1) board-approved absence on official district business and (2) absence due to the unit member's job-related illness or injury for which workers' compensation insurance benefits are awarded.

5.03 A unit member promoted to a position compensated on salary grade 92 will be transferred to the corresponding step of the higher salary grade and allowed any earned increment as if service during the past year had been on the higher salary grade.

5.04 Change in Salary During a School Year -- Regular Child Development Centers Salary Schedule contract teachers who are assigned to 12-month or 11-month assignments may be reassigned to a basic 11-month or 10-month assignment for any of the following reasons: loss or reduction of funding or enrollment, budget priority decisions, program or district reorganization, conclusion of a rotational assignment, or other decisions involving educational objectives, all of which reasons will be as determined solely by the Board of Education. The Association will have the right to consult with the district regarding such decisions so far as these decisions affect educational objectives. When an employee serves less than a full assignment year in one assignment category (10, 11, or 12-month) the annual salary will be computed on the basis of actual work days served in the board-adopted calendar for the employee's assignment category.
5.05 The amounts shown on the salary schedule are monthly salaries. Pay days normally will be the last day of the month when the central administrative offices of the district are open for business except for the month of December. Pay day for December will be the first day in January when the central administrative offices of the district are open for business.

6.00 SUBSTITUTES FOR CHILDREN'S CENTER SUPERVISORS AND LEAD TEACHERS
A unit member serving as a replacement for a Children's Center Supervisor or Lead Teacher for five or more consecutive working days will receive a daily additive pay for each day of such service according to the rates in this section.

Teacher to Lead Teacher $6.79
Lead Teacher to Children's Center Supervisor $11.21
Teacher to Children's Center Supervisor $17.99

7.00 SPECIAL COMPENSATION
Certain positions on the Child Development Centers Salary Schedule will receive monthly compensation in addition to the regular salary. The rate listed below applies to unit members in 10-month assignments. Unit members in extended work year assignments being paid on the basis of a daily pro rata for additional days will also be paid pro rata special compensation.

7.01 Extended Day Magnet Program
Lead Teachers $265

8.00 COMPENSATION FOR NONCONTRACT SERVICE

8.01 Hourly Service

8.011 Special Project Rate $12.13
This rate applies to Child Development Centers contract teachers with hourly assignments in addition to their regular contract assignments. Such hourly assignments include writing projects, materials development projects, and any other certificated hourly service except workshop participation.

8.012 Workshop Rates
Workshop Leader $12.13 per hour
Workshop Participant $9.07 per hour

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 rate basis. Such assignments normally will be of short duration and involve teaching in the place of an absent teacher when a substitute cannot be obtained, on days when the pupil count in the center is unusually high due to a minimum day schedule in the elementary schools, or in an emergency. This pro rata compensation is provided if the assignment is a continuation of the teacher's regular part-time contract assignment and the extended teaching service duties and responsibilities are essentially identical with those assigned during the regular part-time contract day. The basis for pro rata compensation will be the Child Development Centers Teachers' grade and step placement on the then current salary schedule divided by the number of required work days in the assignment year. The resulting daily pay rate will be divided by eight to determine the hourly pay rate.

8.03 Temporary Increased Enrollment Hourly Service — (1) Continuing Child Development Centers Teachers with 10-month contracts who accept classroom assignments during periods of temporary increased enrollments (e.g., summer months) will be compensated on an hourly pro rata basis. Such assignments will be of short duration, not to exceed 90 calendar days, and temporarily used to supplement regular staffing at Child Development Centers impacted by increased summer enrollments. (2) Noncontract certificated employees hired hourly to provide temporary services during summer months will be paid at an hourly rate based on salary grade and step 91-A of the Child Development Centers Salary Schedule. Section (2) also applies to regular K-12 contract teachers temporarily employed in Child Development Centers to provide the above hourly services during summer months.

//
MILITARY SCIENCE INSTRUCTORS’ SALARY SCHEDULE
1992-93
Effective July 1, 1992

ANNUAL RATES FOR BASIC 184 DAY CONTRACT YEAR

<table>
<thead>
<tr>
<th>Class Z</th>
<th>Step</th>
<th>Annual Rate</th>
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<tbody>
<tr>
<td>1</td>
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</tr>
<tr>
<td>2</td>
<td>24,526.30</td>
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</tr>
<tr>
<td>3</td>
<td>25,757.80</td>
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<tr>
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<td>27,042.60</td>
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<tr>
<td>5</td>
<td>28,397.70</td>
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</tr>
<tr>
<td>6</td>
<td>29,822.20</td>
<td></td>
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<tr>
<td>7</td>
<td>31,972.50</td>
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</tr>
<tr>
<td>8</td>
<td>33,250.30</td>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Military Service Pay Grade</th>
<th>Military Science Instructors’ Step Placement</th>
<th>Senior Military Science Instructors’ Step Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-6</td>
<td>Z-1</td>
<td>W-1 thru W-4</td>
</tr>
<tr>
<td>E-7</td>
<td>Z-2</td>
<td>and</td>
</tr>
<tr>
<td>E-8</td>
<td>Z-3</td>
<td>O-1 thru O-6</td>
</tr>
<tr>
<td>E-9</td>
<td>Z-4</td>
<td></td>
</tr>
<tr>
<td>W-1 thru W-4</td>
<td>Z-5</td>
<td></td>
</tr>
<tr>
<td>and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>O-1 thru O-6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.02 Non-District Teaching Experience -- JROTC teaching experience outside the district is creditable provided it was continuous and in a public school system or recognized private school. Types of experience not creditable for salary placement are: hourly, summer school, and intersession teaching outside the district; teaching experience other than JROTC; management experience outside the district. JROTC teaching experience which was less than one-half time or less than one month in duration is not creditable. The basis for determining full-time or one-half time status is the full-time or one-half time standards for similar job classifications in this district. Substitute JROTC teaching outside the district is creditable only if it was full-time, continuous, and at least one month in duration in a single assignment.

2.03 District Teaching Experience -- District JROTC teaching experience prior to employment by contract is creditable except summer school and intersession teaching. Twenty full days of substitute teaching is equivalent to one month of service. Unit members who have creditable service with the district and are reemployed will receive full credit for creditable experience outside the district up to the maximum allowable. This will be in addition to credit received for creditable prior service with the district.

2.04 Total Experience Credit -- Experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any twelve month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Creditable experience will be used to advance new hires and returning former employees beyond the step determined by the military service pay grade placement to a maximum of Step 6 for Military Science Instructors and Step 8 for Senior Military Science Instructors.

Break points for determining step placement are:

<table>
<thead>
<tr>
<th>Additional Step Beyond Service Pay Grade Placement</th>
<th>Months of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 - 7.4</td>
</tr>
<tr>
<td>2</td>
<td>7.5 - 17.4</td>
</tr>
<tr>
<td>3</td>
<td>17.5 - 27.4</td>
</tr>
<tr>
<td>4</td>
<td>27.5 - 37.4</td>
</tr>
<tr>
<td>5</td>
<td>37.5 or more</td>
</tr>
</tbody>
</table>
3.00 UNDERPAYMENTS OR OVERPAYMENTS
Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an overpayment, 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 underpayment, the district is required to recover the total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE MILITARY SCIENCE INSTRUCTORS' SALARY SCHEDULE

4.01 Pay Determination for a Partial Year of Service -- When a unit member works less than a full school year the annual salary must be reduced in accordance with existing law. The annual salary for a partial work year will bear the same ratio to the regular annual salary as the actual days worked bear to the total number of days in the board-adopted calendar for the unit member's assignment (e.g., traditional, year-round, multitrack, etc.)

4.02 Step Advancement -- Step advancements are effective on the beginning date of contract service in the school year immediately following the school year in which the qualifying service was rendered. A unit member who works 136 or more working days within the scheduled calendar days for the traditional or year-round board-adopted calendar will advance one step for each year of creditable district service until the maximum step of the job class has been reached:

<table>
<thead>
<tr>
<th>Job Class</th>
<th>Maximum Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Military Science Instructor</td>
<td>6</td>
</tr>
<tr>
<td>Senior Military Science Instructor</td>
<td>8</td>
</tr>
</tbody>
</table>

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

4.03 Promotion -- A Military Science Instructor promoted to a Senior Military Science Instructor assignment will be placed on salary class and step Z-7. If the promotion takes place during the regular school year total service in the combined assignments will be allowed toward progressive advancement on the Military Science Instructors' Salary Schedule provided the combined service qualifies as a year of service as defined in Section 4.02.

4.04 Change in Salary During a School Year -- A teacher's salary cannot be changed during the term of an existing contract between the governing board of the district and the teacher unless there is a change in the teacher's assignment, duties, and responsibilities.

4.05 Method of Payment -- The amounts shown on this salary schedule are annual salaries and will be paid at the rate of 1/10 monthly for ten months. Pay days normally will be the last day of the month when the central administrative offices of the district are open for business, September through June except for the month of December. The pay day for December will be the first day in January when the central administrative offices of the district are open for business.

5.00 COMPENSATION FOR NONCONTRACT SERVICE

5.01 Hourly Service

5.011 Nonclassroom Assignment
$19.29 per hour
This rate applies to a regular contract unit member who is offered and who agrees to serve in a nonclassroom assignment in addition to the regular contract assignment except workshop participation. Only unit members specifically approved for compensation will be paid.

5.012 Workshop Participants
$12.86 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 8-hour day and/or 40-hour week). Only workshop participants specifically approved for compensation will be paid.

5.02 Extended-Day Service -- Extended-day payments are payments made to unit members who are assigned to supervise or direct pupil activities involving hours of service and responsibility beyond the normal range of regular contract assignments. Extended-day payment units are units of value for each extended day assignment approved by the Board of Education. The value of each unit is established as 1.4% of the annual salary amount designated for salary class C-13 of the Teachers' Salary Schedule. For 1992-93 the value of one extended day unit is $587.41. The types of pupil activities for which extended-day payments are authorized and the number of units assigned to each activity are contained in Procedures No. 7232 and 7233, respectively.

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