

**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**Tentative Agreement October 5, 2017**

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**ARTICLE 4 – NEGOTIATION PROCEDURES**

*Based on confirmation from SDEA at the table on September 21, 2017, the Parties mutually agree the Ground Rules signed on April 27, 2017, govern these successor negotiations, therefore, during this successor bargaining all tentative agreements are subject to change only with mutual agreement of the Parties prior to the final agreement of all items. In addition, the Ground Rules stipulate that a tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each Party's ratification process. With this understanding, the Parties enter into this Tentative Agreement on Article 4- Negotiations Procedures.*

**Section 4.1: TIMING OF NEGOTIATIONS**

Not later than the ~~second~~ Tuesday during the ~~the~~ month of ~~June~~ ~~March~~ of the school year ~~in which this prior to the expiration of the 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 ~~July~~ ~~April~~ of the school year ~~in which this prior to the expiration of the Agreement expires~~, the District shall submit its initial proposals to the Association.

~~It is the intent of the Association and the District shall to commence negotiations between the fourth and sixth week of the academic school year in which the agreement expires unless an alternative is mutually agreed upon. no later than the first Tuesday of the month of May.~~

**Section 4.2: CONSULTANTS**

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

**Section 4.3: SCHEDULING BARGAINING SESSIONS**

Negotiations shall take place at mutually agreeable times and places.

**Section 4.4: RELEASED TIME FOR NEGOTIATIONS**

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

**Section 4.5: AUTHORITY TO BARGAIN**

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

**Section 4.6: TENTATIVE AGREEMENTS**

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

FOR SDEA:

FOR SDUSD:



Lindsay Burningham  
President



Jessica Falk Michelli  
Executive Director, Labor Relations



Erin Clark  
Organizer, SDEA



Acacia Thede  
Executive Director, Human Resources

Date: 10/5/17

Date: 10/5/2017

**Tentative Agreement- April 3, 2018**

**District Proposal Passed September 7, 2017  
District Proposal Passed September 21, 2017  
SDEA Proposal passed October 19, 2017  
SDEA Proposal passed November 15, 2017  
District Proposal passed November 28, 2017  
SDEA Proposal passed January 18, 2018  
District Proposal passed February 1, 2018  
SDEA Proposal Passed February 22, 2018  
District Proposal Passed March 1, 2018  
SDEA Proposal Passed March 1, 2018  
District Proposal Passed March 22, 2018  
SDEA Proposal Passed March 22, 2018 as part of LBFO  
District Proposal Passed April 3, 2018  
SDEA Proposal Passed April 3, 2018  
District Proposal Passed April 3, 2018**

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**ARTICLE 7 – WAGES**

**Section 7.1: SALARY RATES**

- ~~7.1.1. 2014-2015 Salary rates. Effective July 1, 2014, the 2014-2015 salary rates shall be increased by one percent (1%).~~
- ~~7.1.2. 2015-2016 Salary Rates. Effective July 1, 2015, the 2015-2016 salary rates shall be increased by four percent (4%).~~
- ~~7.1.3. 2016-2017 Salary Rates. After approval of the 2016-2017 state budget, the Parties will reopen negotiations on this Article 7: Wages. Negotiations shall commence no later than ten (10) days after the adoption of the 2016-2017 state budget. The reopener shall be for the purpose of negotiating increases to wages. After approval of the 2016-2017 state budget, the Parties will reopen negotiations on this Article 7: Wages. Negotiations shall commence no later than ten (10) days after the adoption of the 2016-2017 state budget. The reopener shall be for the purpose of negotiating increases to wages.~~
- ~~7.1.1. 2017-2018- The salary schedules in effect July 1, 2017, shall remain for the 2017-2018 and 2018-2019 fiscal years.~~
- ~~7.1.2. If the one-time \$295 per ADA referenced in the January 2018 Governor's Budget Proposal is enacted in full in the 2018-2019 State Budget as ongoing funding, and is in excess of the LCFE funding projected at the 2017-2018 Second Interim report, then salary schedules shall be increased by 2% effective July 1, 2019. 2018-2019- Effective July 1, 2018, all salary schedules and corresponding rates of pay shall be increased by one percent (1%). Effective mid-year, all salary schedules~~

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and corresponding rates of pay shall be increased by a compounded one percent (1%).

- The mid-year salary increase shall be effective January 1, 2019 for unit members assigned to a 12-pay schedule.
- The mid-year salary increase shall be effective February 1, 2019 for unit members assigned to a 10-pay schedule.

7.1.3 The District and the Association will reopen negotiations on this Article during the 2018-2019 academic school year for potential implementation of changes in the 2019-2020 fiscal year.

## **Section 7.2: RETROACTIVE COMPENSATION**

~~Retroactive Compensation paid pursuant to this Article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the 2014-2015, 2015-2016 and 2016-2017 applicable salary schedules, respectively, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.~~

## **Section 7.3: MEAL CHARGES**

~~The District agrees to pay the meal charges for meals provided by the District and consumed at the Off Campus Integrated Learning Education (OCILE) Program (Camp Palomar) for those teachers assigned to accompany their classes to the program and those teachers who are permanently assigned to the program.~~

## **Section 7.3: MILEAGE**

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

## **Section 7.5 INDUCTION PROGRAM**

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

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**San Diego Unified School District  
And The  
San Diego Education Association  
Successor Collective Bargaining**

**Tentative Agreement March 22, 2018**

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**ARTICLE 8 – HOURS OF EMPLOYMENT**

**Section 8.1: CONTRACT DUTY DAYS**

- 8.1.1. The basic academic teaching year shall consist of no more than one-hundred and eighty-four (184) teaching and non-instructional days. The basic work year for School Psychologists and Senior School Psychologists shall consist of one-hundred and ninety-one (191) workdays. ~~The basic contract work year for OCILE unit members will be two-hundred (200) work days.~~ The basic contract year for Speech-Language Pathologists and Senior Speech-Language Pathologists shall consist of one hundred eighty-four (184) work days. Extended work years are set forth in Appendices A, B, F, and G.
- 8.1.2. Regardless of school calendar to which assigned (traditional, single-track year-round, etc.), unit members who are employed as of July 1 of any year shall be provided the opportunity to earn a full work year's retirement credit and a full work year's compensation during each fiscal year (July 1 to June 30) of employment by the District.

**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 instructional master calendar which includes traditional and single-track year-round schedules, non-paid holidays and other non-paid days. This Committee shall present the calendar to the Board of Education one (1) year prior to its implementation.

- 8.2.2. In the event that the Association disagrees with the Committee's recommendations, the District, upon request, agrees to negotiate with the Association on the proposed Master Calendar prior to its adoption by the Board. Such negotiations shall take place, as necessary, separate and apart from regular contract negotiations through the Contract Administration Committee. Negotiations shall commence sufficiently in advance so that agreement is reached and the new calendar(s) is adopted by the Board of Education at least one (1) year prior to its commencement.

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

### **Section 8.4: STUDENT GRADE REPORTS**

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

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

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

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

### **Section 8.5: WORKDAY AND WORKWEEK**

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

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

- 8.5.2. The Parties recognize that the services performed by non-classroom certificated staff such as Counselors, Library Media Teachers, School Nurses and similar non-classroom positions contribute substantially to the instructional program and may require that

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services be provided outside of the six (6) hour and thirty-five (35) minute day but within the forty (40) hour week. The Parties also recognize that unit members' morale and collegiality requires that work hours be as equitable as possible. (See Appendix H for part-time certificated assignments.) To this end, the Parties agree that:

- 8.5.2.1. It is expected that non-classroom unit members remain on site when their assignments, or other scheduled responsibilities connected with their assignments, occur after the six (6) hour and thirty-five (35) minute day. However, it is not expected that such unit members would routinely be required, to remain on site for eight (8) hours each school day or to obtain daily approval to leave site prior to the expiration of an eight (8) hour day.
- 8.5.2.2. Mutual arrangements between such unit members and their supervisors should be worked out for the year.
- 8.5.2.3. Unit members covered by this Section shall be entitled to a minimum thirty (30) minute duty-free lunch period minutes and, on days when such unit members are required to remain on site for eight (8) hours, are entitled to two (2) fifteen (15) minute rest periods per day.
- 8.5.2.4. This contract language is meant to provide unit members covered by this provision with a greater degree of professional discretion with respect to their workday. It is understood that all necessary professional services to staff, students, and parents will continue to be provided by such unit members and that such unit members will ensure that they build adequate planning and preparation time into their schedules. Counselors, nurses, itinerants and non-classroom unit members shall be provided adequate planning and preparation time within their schedules, commensurate with their assignment(s).
- 8.5.3. The balance of the forty (40) hour workweek shall include as responsibilities: a reasonable number of meetings, conferences, departmental activities, site planning, evaluation and instructional activities, open houses and staff development activities as determined by the principal.
- 8.5.4. The schedule of work hours for unit members at each site shall be determined solely by the supervisor, consistent with the provisions of this Agreement.
- 8.5.5. Within the forty (40) hour workweek, supervisors shall have the right to call and require attendance at a reasonable number of staff meetings.
- 8.5.6. Early Childhood Education teachers assigned to a Child Development Center shall be required to remain on site for seven (7) hours and thirty (30) minutes a day, exclusive of a minimum thirty (30) minute, duty-free lunch period, with the balance of duties and responsibilities as assigned, including a thirty (30) minute preparation/relief time.
- ~~8.5.7. Off Campus Integrated Learning Education (OCILE) Programs~~
  - ~~8.5.7.1. Outdoor Education. Due to the nature of the school camp program, outdoor education unit members' duties may vary in the number of workweek hours, depending upon the activities scheduled; but the average~~

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~~workweek hours shall not exceed forty one (41) hours per week with pupils. The total workweek hours need not be divided equally across five (5) days. The allocation of work hours shall be arranged by the camp principal with input from the staff. Except in emergencies, outdoor education unit members shall not be required to remain on site during non-working hours.~~

~~8.5.7.2. — Camp Palomar.~~

- ~~a. — Normally, sixth grade teachers are expected to participate in the Outdoor Education Program at Palomar. In consultation with the site principal, the sixth grade teacher may request exception to attendance at the program due to personal or family hardship, contingent upon the exchange of teaching responsibilities with a teacher from another grade level or track who will assume teaching responsibilities for the week of attendance.~~
- ~~b. — Participating classroom teachers will meet with the Palomar principal upon arrival on Monday morning to jointly develop the schedule of classroom teacher activities.~~
- ~~c. — The District will fund one (1) visiting teacher day for each unit member participating in the Outdoor Education Program at Palomar. Unit members shall utilize the visiting teacher day established herein during the school year in which the Camp Palomar assignment takes place. In the event that the visiting teacher day is used prior to the scheduled Camp Palomar assignment, and the unit member subsequently does not participate in the assignment, the day shall be deducted from the unit member's accumulated sick leave.~~

~~8.5.7.3. — Old Town and Balboa Park Programs~~

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

~~8.5.7.4. — Work Year~~

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

8.5.8. Unit Member Workload

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

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- 8.5.8.1. Section 8.5.8 does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the section is to promote cooperative engagement in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 24.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.8.
- 8.5.8.2. Any disagreement between the parties regarding Section 8.5.8 shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. The Association shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or will be prohibited by Section 8.5.8. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of the Association bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.8, the District may raise the defense that the impact on workload was *de minimus* and therefore not a violation of Section 8.5.8.

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

- 8.6.1. Elementary Preparation Time Program and Enrichment Opportunities Program. Elementary school preparation time will be provided through the employment of preparation time enrichment teachers.
- 8.6.2. Elementary Preparation Time and Enrichment Opportunities Committee. The Parties agree to continue the Elementary School Preparation Time and Enrichment Opportunities Committee which is composed of five (5) representatives appointed by the District and five (5) representatives appointed by the Association.
- 8.6.2.1. This Committee will establish its own meeting schedule. It is understood that release time will be kept to a minimum and meetings will, whenever possible, be held after the school day.
- 8.6.2.2. The Committee will be charged as follows:
- a. To obtain suggestions from the elementary school sites relative to the use of the preparation time enrichment teachers, and to develop an annual schedule of the assignment of preparation time enrichment teachers to sites, and to monitor the implementation of the District preparation time and enrichment opportunities program, including the allocation of District preparation time and enrichment opportunities time to each elementary school.

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

### 8.6.3. Change in Subject Emphasis

Requests for change in subject emphasis for the following year shall be determined by the shared decision making process, shall be submitted to the Preparation Time and Enrichment Opportunities Committee by February 1 and shall be considered in accordance with the district preparation time procedures. Affected ~~preparation time~~ enrichment teachers shall be afforded the opportunity to present their views and participate in the discussion prior to the final decision of the site governance team.

### 8.6.4. Implementation of Preparation Time

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

8.6.4.2. All classroom teachers, grades TK/1, 1-6, special day class teachers, D/HH, PHI, MPC and K teachers with the same pupil contact time as other classroom teachers at their site are eligible for preparation time. Teachers who are assigned to teach a single session of Kindergarten and who are also assigned to teach ESL or other subject matter shall be provided the same allocation of preparation time as other classroom teachers at the site through appropriate scheduling of the ESL or other subject matter assignment.

8.6.4.3. Visiting teachers shall be provided when ~~preparation time~~ enrichment teachers are absent.

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

### 8.6.5. Rights of Preparation Time Enrichment Teachers

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

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

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- 8.6.5.3. ~~Preparation time~~ Enrichment teachers shall have the same amount of uninterrupted preparation time during the week as other eligible teachers on the staff.
- 8.6.5.4. The determination of the ~~preparation time~~ enrichment teacher's cost center, in the case of a split assignment, shall be the site with the largest time allocation. If schools share an ~~preparation time~~ enrichment teacher on an equal basis, the cost center will be determined alphabetically (closest to the letter A). Disputes concerning the scheduling of ~~preparation time~~ enrichment teachers that cannot be resolved by affected sites shall be referred to the Elementary Preparation ~~Time and Enrichment Opportunities~~ Committee for resolution.
- 8.6.5.5. The site Preparation Time ~~and Enrichment Opportunities~~ Advisory Committee shall give priority consideration to the unit member work space needs for the ~~preparation time~~ enrichment focus to be offered.
- 8.6.5.6. Elementary ~~Preparation~~ Enrichment Teachers shall solely be assigned to provide instruction. That instruction must be within the content area of their assignment.
- 8.6.6. Modified Days. Elementary school preparation time will also be provided at sites where modified-week schedules are currently in place. During the modified days established for this purpose, the site shall not schedule required meetings or conferences.
- 8.6.6.1. Not less than one (1) nor more than three (3) modified days per month will be set aside for elementary preparation time for a minimum of one-half (1/2) of the available modified days in a school year.
- 8.6.6.2. During the two (2) week period prior to the date by which report cards are due, modified days shall be set aside for unit member-directed preparation time.
- 8.6.6.3. The Parties acknowledge the ongoing time commitment to complete District-mandated assessments and other site-based assessments, including those that require manual scoring or manual data entry; curriculum development and implementation; SPED consultation; and, work associated with Common Core. In recognition, in addition to one-half (1/2) of the annual modified days being set aside for member preparation and planning as specified in Section 8.6.6.1, one half (1/2) of the remaining modified days (i.e. 25% of the annual total) will be designated for unit member-directed preparation time, unless, by a majority secret ballot vote of unit members, the school site chooses to use some of these days for collaborative planning, professional learning with colleagues, or other uses.
- 8.6.6.4. The site principal will, after consultation with classroom teachers, select the modified day(s) per month to be set aside for preparation time.
- 8.6.6.5. In elementary schools where alternative elementary preparation time exceeds time provided in this Section, the schools shall be exempt from the provisions of this Section, upon a two-thirds (2/3) secret ballot vote of the certificated staff.

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Section 8.7: SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS

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

Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS

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

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

Section 8.9: CLASS COVERAGE

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

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

- 8.9.2. Class coverage for PLCs and Professional Development. When a unit member is asked and agrees to cover a class other than their own during their preparation time for the purpose of PLC or Professional Development activities, unit members shall be

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compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment.

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

The District and the Association agree that the number of different subject preparations directly affects the work hours of the secondary classroom teachers. As recognition of this situation, the District agrees to limit the number of courses to be taught by a secondary classroom teacher to no more than three (3). All core and block classes, are considered one (1) instructional period that lasts from one (1) to (3) hours, therefore, all requiring one preparation. However, in recognition of the level of intensity required by the two (2) or three (3) hour courses, teachers assigned to teach such core and block classes will only be required to teach, within the five (5) period teaching day, one other course during those remaining two (2) or three (3) periods. Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division head, **with input from the site governance team.**

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

#### Section 8.11: NON-CLASSROOM SUPERVISION

Supervision responsibilities outside regular classroom requirements shall be determined at each site. ~~When developing supervision schedules, schools are strongly encouraged to use the shared decision-making process.~~ **The Principals- or designee shall develop Ssupervision schedules with input from the affected educators.** 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 decision-making process to determine how CIS will be handled at the site. Teachers are to have one week notice to prepare contracts unless it is a personal or family emergency.

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Section 8.13: EARLY/LATE STARTING TIMES

School site governance teams may establish their own start time on an annual basis, provided that deviations from the district schedule of early/late starting times shall not result in additional expense to the District. Requested changes for the following year shall be submitted to the appropriate division head, by February 1.

Section 8.14: SUPPORT STAFF

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

Section 8.15: ELEMENTARY UPPER GRADE SUPPORT PLAN

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

Section 8.16: CENTRAL OFFICE-INITIATED PLANNED MOVES

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

8.16.1 Notification

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

8.16.2 District Responsibility

- 8.16.2.1. Each unit member being moved will be provided, by the Facilities Management Department or Maintenance & Operations Department, with written instructions specifying, at a minimum, how the move will occur, District and unit member responsibilities, compensation, information on how to handle loss of items and a copy of the contract language in this section and Section 11.13.2.
- 8.16.2.2. District-provided movers shall pack, move, and unpack everything designated by the unit member. The District shall provide packing boxes to a unit member who chooses to pack a portion of the contents in the classroom.

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### 8.16.3 Unit Member Responsibility

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

### 8.16.4 Compensation

- 8.16.4.1. One full day of release time shall be provided to unit members for each move. A unit member who does not receive a minimum three (3)-work day notice that the move has been cancelled shall receive the full day of release time. A move postponed for more than five (5) work days shall be considered an additional move.
- 8.16.4.2. A unit member who does not receive at least a three (3)-work day notice of a move shall receive an additional full day of release time.
- 8.16.4.3 A unit member may select one (1) day of visiting teacher pay in lieu of a full day of release time.

## Section 8.17: GRADE LEVEL AND SUBJECT ASSIGNMENT CHANGES

### 8.17.1. Notification

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

### 8.17.2. Site Support

When requested by the unit member, the site administrator will meet with the impacted unit member to discuss the change in grade level or subject assignment to discuss any requested support develop a support plan. Examples of supports may include, but are not limited to, release time, professional development, additional preparation time, or relief from other duties. during the first semester of the new assignment.

## Section 8.18: PRINCIPAL INITIATED CLASSROOM MOVES

### 8.18.1. Notification

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

### 8.18.2. Site Support

When requested by the unit member, the site administrator will meet with the impacted unit member to develop a support plan. Examples of supports may

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include, but are not limited to, release time, site support, or relief from other duties during the time of the move.

Section 8.19: OFF CAMPUS INTEGRATED LEARNING EDUCATION (OCILE)

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

FOR SDEA:


FOR THE DISTRICT:

  
Lindsay Burningham  
President


4/18/18  
Date

  
Jessica Falk Michelli  
Executive Director, Labor Relations

4-18-18  
Date

  
Erin Clark  
Field Organizer

4/18/18  
Date

  
Acacia Thede  
Executive Director, Human Resources

4/18/18  
Date

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Tentative Agreement- April 3, 2018

**SDEA Proposal Passed May 19, 2017**  
**District Proposal Passed October 5, 2017**  
**SDEA Proposal Passed October 19, 2017**  
**District Proposal Passed November 28, 2017**  
**SDEA Proposal Passed November 30, 2017**  
**District Proposal Passed November 30, 2017**  
**SDEA Proposal Passed February 1, 2018**  
**District Proposal Passed February 15, 2018**  
**SDEA Proposal Passed February 22, 2018**  
**District Proposal Passed March 1, 2018**  
**SDEA Proposal Passed March 1, 2018**  
**District Proposal Passed March 22, 2018**  
**SDEA Proposal Passed March 22, 2018**  
**District Proposal Passed April 3, 2018**

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**ARTICLE 10 – LEAVE POLICIES**

**Section 10.1: PRORATED LEAVES**

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

**Section 10.2: SICK LEAVE**

- 10.2.1. Eligibility. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease or temporary disability, as provided by law.
- 10.2.2. Accrual. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.
- 10.2.3. Payment. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- 10.2.4. Accumulation. Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.
- 10.2.5. Accrual Timing. New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of

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service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.

10.2.6. Advance Credit. Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.

10.2.7. Differential Pay. In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional leave at a salary which is equal to fifty (50%) percent of the unit member's daily rate of pay. These one-hundred (100) days of additional sick leave shall be used only after all accumulated full-salary sick leave has been exhausted. The combination of full-salary and half-salary sick leave shall not exceed the following limits per fiscal year:

Ten (10) month unit members	110 days
Eleven (11) month unit members and 184 + 24 day unit members	111 days
Twelve (12) month unit members and 184 + 44 day unit members	112 days

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

10.2.8. Eligibility for Health Leave. When a unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay (see Health Leave, Section 10.7.2.). In addition, such unit members may be eligible for other types of leaves.

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

10.2.10. Summer School Utilization. Summer school and intersession unit members may utilize full-salary sick leave accumulated during the regular school year. (See Summer School/Intersession, Hours and Conditions, Section 17.3.2.)

### **Section 10.3: PERSONAL NECESSITY LEAVE**

A unit member may use up to ~~eight (8)~~ eleven (11) days of accumulated full-salary sick leave benefits described in Section 10.2. in any school year in the following cases of personal necessity:

10.3.1. Death in the Immediate Family. Death of a member of the immediate family as defined in Section 10.16. Additionally, unit members may use Personal Necessity Leave for the

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purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.

- 10.3.2. Accident. Accident involving the unit member's person, property, or that of his/her immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.
- 10.3.3. Court Appearance. Appearance in court as a litigant or as a witness.
- 10.3.4. Family Illness. Serious or critical illness of a member of the immediate family (as defined in Section 10.16.) of such an emergency nature that the presence of the unit member is required during the workday.
- 10.3.5. Religious Holiday. Observance of a religious holiday of the unit member's faith (~~limited to three [3] days per school year~~). The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
- 10.3.6. Acts of Nature. Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty.
- 10.3.7. Birth/Adoption. A father/spouse/partner, upon the birth of his/her child, and parents, upon the adoption of a child.
- 10.3.8. Family School Partnership Leave. To participate in the unit member's children's school activities as set forth in Section 10.20. of this Article.
- 10.3.9. Personal/Family Responsibility. Unit members may use ~~up to five (5) days of accumulated full-time sick leave in order to attend to a compelling personal/family responsibility which requires the immediate presence of the unit member during the workday.~~ These days may be used at the unit member's discretion.

#### **Section 10.4: PERSONAL BUSINESS ABSENCE**

##### 10.4.1. Two-hour Absence (Paid)

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

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

##### 10.4.2. Three-day Absence (Paid)

~~Unit members may use up to three (3) 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~~

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~~day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.~~

#### 10.4.32. 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 10.5: MATERNITY, PATERNITY AND ADOPTION LEAVE**

10.5.1 Maternity Leave: Employees who have been employed for at least 12 months shall be granted fifteen (15) consecutive workdays of leave with pay immediately following the birth of her child. *three (3) consecutive work weeks*

10.5.2 Paternity Leave: One (1) day of leave with full pay will be granted to a father/spouse/partner upon birth of his/her 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. In addition, a father/spouse/partner may use up to ten (10) days of their accumulated sick leave immediately upon the birth of his/her child(ren). This leave is in addition to the annual allotment of days for personal business necessity.~~

10.5.3 Adoption Leave: One (1) day of leave with full pay will be granted to either parent to make final arrangements to adopt a child.

~~In addition, a father/spouse/partner may use up to ten (10) days of their accumulated sick leave immediately upon the birth of his/her child(ren), and a A unit member may use up to ten (10) days of their accumulated sick leave immediately upon the adoption of his/her child(ren) or to attend to matters related to the adoption of his/her child(ren). This leave is in addition to the annual allotment of days for personal business necessity.~~

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

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

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

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combination of such long-term leaves, as approved, not to exceed three (3) full academic school years, within a ten (10) year period.

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

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

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

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

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

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

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

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

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

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

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- 10.6.2.4. Service to Other Public Agencies. The Superintendent may recommend approval of long-term leaves of absence without pay for permanent unit members to serve another public agency in a capacity which the Superintendent determines will benefit the District and the unit member, including elected, full-time public service.
- 10.6.2.5. Other Leaves Determined by the Superintendent. In addition to those long-term leaves of absence specifically covered in this Agreement, the Superintendent may, in unusual cases, recommend the approval of other long-term, unpaid leaves of absence to permanent unit members for purposes that will benefit the District and serve the best interests of the pupils.
- 10.6.2.6. Service to Professional Associations. Unit members may apply for a leave of absence without pay for the purpose of serving a local, state, or national professional organization in an elected or a staff capacity.

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

- 10.7.1. Parental Leave. A parental leave of absence without pay will be granted to a probationary or permanent unit member at any time in the academic school year for the purpose of childbearing, adoption, and/or child rearing. A parental leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional academic school years. The following types of parental leaves are available:
- 10.7.1.1. Pregnancy. A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and, except in cases of unforeseen circumstances, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
- 10.7.1.2. Male Parental Responsibility. A male unit member is entitled, upon request and verification of child's birthdate, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.
- 10.7.1.3. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.
- 10.7.2. Health Leave. A health leave may be granted to a permanent unit member for a definite period of time upon submission of a physician's statement of incapacity to perform the duties and responsibilities of a unit member. A health leave may be granted either

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following exhaustion of paid sick leave (see Section 10.2.8.) or independently of a prior paid sick leave. A health leave may be granted for the balance of an academic school year and may be extended by application upon submission of a physician's statement of incapacity on a year-to-year basis for a total period not exceeding five (5) additional academic school years.

- 10.7.3. Home Responsibility Leave. A home responsibility leave may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family as defined in Section 10.16. A home responsibility leave may be granted for the balance of an academic school year and may be extended upon application year to year for a total period not exceeding five (5) additional school years.
- 10.7.4. Timing of Return. Return to paid service from a Category II leave shall commence at the beginning of an academic school year unless otherwise mutually agreed by the unit member and the District (see Section 10.9.). Unit members on health or home responsibility leaves shall be allowed to return to paid service as soon as an authorized position vacancy for which the unit member is qualified is available.
- 10.7.5. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence will not be denied the opportunity to substitute.

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

- 10.8.1. Unrestricted Leave. The District may grant a one (1) year leave of absence without pay to a permanent unit member for a reason that is mutually agreed to be of benefit to the District and the unit member. The request for an unrestricted leave of absence must be received by the Human Resource Services Division no later than March 1. An unrestricted leave of absence shall begin at the beginning of an academic school year and shall end at the conclusion of the same academic school year. An unrestricted leave is not renewable.
- 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. (See Appendix A, 4.031)

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

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

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Category II long-term leave shall be accomplished under the conditions specified in Section 10.7.

- 10.9.4. Request to Return During School Year. Return to paid service from a long-term leave of absence during the academic school year may be granted if an authorized temporary position vacancy for which the unit member is qualified is available. If no temporary position is available for which the unit member is qualified, the District will, at the unit member's request, provide the unit member with priority for day-to-day visiting teacher assignments for which the unit member shall be compensated at the visiting teacher daily rate of pay. Military leave or other long-term leave where the return to paid service is governed by law shall be exempted from these requirements.
- 10.9.5. Return to Previous Site or Program. For any Category I, II, or III, long-term leave involving up to one (1) academic school year, a unit member, upon request prior to beginning the leave, may return to the previous site or program placement. This assurance can be given only if the unit member is ready to commence paid service at the beginning of the academic school year of the site or program in which the unit member was previously placed.
- Assurance of return to the previous site or program shall not be possible for a leave of absence extending beyond one (1) academic school year. If pupil enrollment at the request school has decreased and a reduction in staff is required, or if a requested program has been modified or eliminated due to a lack of funds, the unit member shall be treated as if he/she were on active duty and shall be subject to the same rules as other unit members in the school or program in determining which unit members will be declared in excess.
- 10.9.6. Probationary Unit Members. A probationary unit member returning from parental or military leave will retain the status (Probationary I/Probationary II or Permanent) 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.

#### **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

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- 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: 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 10.14: VACATION FOR CHILD DEVELOPMENT CENTER TEACHERS**

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

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

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

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

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

**Section 10.15: BEREAVEMENT LEAVE**

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

**Section 10.16: IMMEDIATE FAMILY**

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

**Section 10.17: ASSOCIATION CONFIRMATION**

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

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### **Section 10.18: IMPLEMENTATION OF LEAVE POLICIES**

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

### **Section 10.19: FAMILY CARE LEAVE**

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

- 10.19.1. With the exception of Family Care Leave taken for purposes of parental leave as set forth in section 10.19.4 below, Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 9 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.
- 10.19.2. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of sixty (60) workdays ~~twelve 12 workweeks~~ within a twelve (12) month period.
- 10.19.3. Family Care Leave, when related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.
- 10.19.4. Family Care Leave taken for the birth, adoption or foster care placement of a child must be initiated within one (1) year of the child's birth, adoption or foster care placement.
  - 10.19.4.1. A unit member may use sick leave for purposes of parental leave for a period of up to 12 workweeks.
  - 10.19.4.2. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act "CFRA," the unit member shall receive fifty percent (50%) differential pay for the remaining period of up to 12 workweeks of parental leave.
  - 10.19.4.3. This leave is available to both full-time and part-time unit members who have completed 12 months of employment with the District.

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

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

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

10.19.4.67. A unit member taking parental leave pursuant to this section is not required to have provided 1,250 hours of service in the 12 month period prior to the request for such leave.

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

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

10.19.6. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the unit member's Family Care Leave

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was taken because of his/her own serious health condition, a certification from his/her health care provider may be required to indicate the unit member is able to resume work.

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

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

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

- 10.20.1.1. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
- 10.20.1.2. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

**Section 10.21: JURY DUTY**

- 10.21.1. The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.
- 10.21.2. Unit members who receive notice to appear for jury duty during their regularly assigned work year may postpone jury duty to a time when they are not required to render service to the District. Unit members will be compensated at seventy-five percent (75%) of the day-to-day visiting teachers rate in effect during the period of postponement of jury duty service for each non-contract day served on jury duty. For purposes of administration of this Section, days assigned to work summer school or intersession shall be considered to be contract days. The procedure for such postponement/compensation is as follows:
- 10.21.2.1. The unit member must complete and submit to the site administrator a jury duty postponement form and attach a copy of the original jury duty notice and official court validation for each day of jury duty served during non-contract days.

**Section 10.22: CATASTROPHIC LEAVE BANK**

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

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

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

10.22.3. Membership in the Catastrophic Leave Bank.

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

Three Year Cycle. Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1, 2022, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank. The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.

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

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

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

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

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

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

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

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

10.22.4.4 The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

10.22.4.5. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to

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apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

#### 10.22.5. General Provisions

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

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

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

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

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

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

10.22.5.6. The parties will review the program annually, in July, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education. If, during the annual review, it is determined that the Bank has maintained a balance sufficient to sustain withdrawals, the parties may mutually agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

10.22.5.7. The provisions of Sections 10.22.4.4. and 10.22.5.5. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

~~Section 10.22: CATASTROPHIC LEAVE BANK [Effective July 1, 1999]~~

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

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

~~10.22.3. Membership in the Catastrophic Leave Bank:~~

~~10.22.3.1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.~~

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

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

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

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

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

~~10.22.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all fully paid leaves on the effective date of this Agreement.~~

~~10.22.4.3. The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.~~

~~10.22.4.4. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.~~

~~10.22.5. General Provisions~~

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

~~a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.~~

~~b. Applications will be accepted and processed on a first come, first served basis.~~

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

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- ~~10.22.5.2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.~~
- ~~10.22.5.3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.~~
- ~~10.22.5.4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.~~
- ~~10.22.5.5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.~~
- ~~10.22.6. This program shall be reviewed annually, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education.~~
- ~~10.22.7. The provisions of Sections 10.22.4.3. and 10.22.5.4. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.~~

### 10.23 MILITARY INJURY/ILLNESS

~~Up to ten (10) days of leave with full pay shall be granted to a unit member who is a disabled veteran in his/her first year of employment for the purpose of undergoing medical treatment for his/her military service-connected disability. Part-time unit members shall be granted leave proportionate to their assignment.~~

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


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**For the District:**

 4/4/18  
\_\_\_\_\_  
Jessica Falk Micheli Date  
Executive Director, Labor Relations

 4/4/18  
\_\_\_\_\_  
Acacia Thede Date  
Executive Director, Human Resources

**For the Association:**

 4/4/18  
\_\_\_\_\_  
Lindsay Burningham Date  
President, San Diego Education Association

 4/4/18  
\_\_\_\_\_  
Erin Clark Date  
Organizer, San Diego Education Association

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## TENTATIVE AGREEMENT — NOVEMBER 2, 2017

SDEA Proposal Passed June 8, 2017  
District Proposal Passed September 7, 2017  
SDEA Proposal Passed on September 21, 2017  
District Proposal Passed October 5, 2017  
SDEA Proposal Passed October 19, 2017  
District Proposal Passed November 2, 2017  
SDEA Proposal Passed November 2, 2017

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### ARTICLE 11 – SAFETY CONDITIONS OF EMPLOYMENT

#### Section 11.1: MUTUAL RESPONSIBILITY FOR PUPIL DISCIPLINE

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

#### Section 11.2: SAFE AND SANITARY FACILITIES

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

11.2.2. During periods of extremely hot weather, unit members may, relocate their classes to a mutually agreed to location, upon approval of their site administrator or designees (approval shall not be reasonably withheld), from assigned rooms to shaded areas outside of the building or relocate their classes from portable buildings and other identified hot areas to a more comfortable room or facility on campus.

At the request of either party, the District and the Association agree to meet annually to review existing District procedures pertaining to hot weather in order to ensure meaningful and concise plans. ~~; occurring prior to June 15, 2015, with any recommendation going to a July 2015 School Board meeting.~~

11.2.3 The District is committed to providing air conditioning in all classrooms and educational support spaces. at all school sites. Air conditioning has been installed in the hottest 2000 classrooms. ~~The District will continue to install air conditioning at-in all remaining sites classrooms and educational support spaces in 2017 and 2018, with construction planned to begin before January February 1, 2019 at any individual site.~~ **When possible Except in extenuating circumstances**, all schools that have ~~ha~~ air conditioning installed shall ensure that all classes, including physical education classes, will be accommodated in an air conditioned setting during periods of extremely hot weather. In extenuating

circumstances, the site administrator will meet with impacted unit members to determine alternative, safe teaching and learning conditions.

- 11.2.3. School Site Maintenance. Unit members who have unresolved concerns with school site maintenance/custodial services shall complete an appropriate form to be developed by the Contract Administration Committee in consultation with the Director of Maintenance and Operations. The completed form shall be submitted to the Maintenance and Operations Department with copies to the principal or immediate supervisor and the Association.

### **Section 11.3: STAFF FACILITIES**

- 11.3.1. The District shall provide in a safe and sanitary condition, currently operational lunchrooms, restrooms, lavatories and lounge facilities which are not used concurrently by students. At least one (1) room shall be reserved for use as a staff lounge.

#### **11.3.2. Counselors and Itinerant Unit Members**

11.3.2.1. Because it is important that all counselors and itinerant unit members have ~~adequate~~ work space that is adequate and protects student confidentiality, a meeting shall be held with the site administrator, at the request of the unit member, to discuss the unit member's needs. Site administrators ~~are strongly encouraged to~~ shall provide counselors and itinerant unit members with this adequate work space and all appropriate equipment. Sites with limited space availability should explore the possibility of locating an alternative facility on the site for use by the counselor or itinerant staff. To the extent possible, whenever it is necessary to use such space during the counselor's or itinerant unit member's scheduled time, the unit member shall be notified in advance.

11.3.2.2. Among the factors to be considered by the District ~~in the~~ when creating positions for these unit members ~~assignment of itinerant unit members~~ should be the availability of office space, appropriate services to students, and proximity of sites to which the unit member is assigned.

- 11.3.3. Unit members shall be provided with locked storage upon request.

### **Section 11.4: SUPPLIES AND EQUIPMENT**

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

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

### **Section 11.5: UNIT MEMBER SUGGESTIONS AND RECOMMENDATIONS**



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

**Section 11.6: ~~SITE SECURITY PLANS~~ SCHOOL SAFETY PLANS**

- 11.6.1. Supervisor Responsibility. Each site supervisor shall, ~~in concert with the school site council or school safety planning committee,~~ be responsible for the development and implementation of a ~~site security plan~~ comprehensive school safety plan pursuant to Education Code sections 32280-32289. Each site may designate the site governance team as the school safety planning committee. ~~to protect unit members from unauthorized intrusions and criminal activity on the site.~~ Unit members at the site shall be given the opportunity to be involved in the development of the plan pursuant to Section 11.5.
- 11.6.2. Security School Safety Plan Criteria. ~~Site security~~ School safety plans shall conform to Education Code requirements and any additional ~~the security~~ criteria developed by the District and the Association through the Contract Administration Committee process. The ~~site security~~ school safety plan shall include rules and procedures to be followed by site personnel for their protection, including a method of emergency communication and rules and regulations governing the entering and leaving of school sites. Schools that share a physical site shall develop a ~~coordinated site security~~ school safety plan. At a minimum, each ~~site security~~ school safety plan shall address the following:
- 11.6.2.1. Communication procedures in the event of an emergency.
  - 11.6.2.2. Intrusions by unauthorized individuals.
  - 11.6.2.3. Use of school parking lots.
  - 11.6.2.4. Weapons.
- 11.6.3. Criteria Review and Evaluation. Upon request by the Association, the District ~~site security~~ school safety plan criteria shall be reviewed and evaluated annually.
- 11.6.4. Plan Review and Evaluation. Each ~~site security~~ school safety plan shall be reviewed and evaluated at least annually by the site supervisor and ~~unit members~~ the school site council or safety planning committee. If the site governance team is not designated as the school safety planning committee, the site governance team shall be provided an opportunity to provide annual input for the school safety plan.
- 11.6.5. New School and Modified Plans. Whenever a new school is opened or a ~~site security~~ school safety plan is being modified or amended, it shall comply with the provisions of this Agreement and be published within forty-five (45) instructional days after the opening of the school year or after the first day of the spring semester, as appropriate.
- 11.6.6. Communication. All unit members shall be informed and given a copy of the existing written ~~site security~~ school safety plan within ten (10) workdays of the date of reporting to their work location.







11.7.5.3. Increased involvement of parents in development of an ongoing behavioral plan with the student.

11.7.5.4. Increased involvement of various district resources to design alternative interventions for the student.

11.7.6 ~~When it is determined~~ ~~determined by evaluation of student data~~ that a student is in need of additional resources and/or support, the site ~~Students~~ shall refer the student to ~~with documented incorrigible behavior problems shall be referred by the site to~~ appropriate district administration for ~~consideration of placement at other sites or programs, or for suspension/expulsion. It is the intention of the District to~~ **consideration** shall be accomplished through appropriate assessments or observations that will help determine how to best ~~the level of support needed and programs that will best support~~ the student's academic, socio-emotional and/or behavior growth. ~~Sites which have adopted a non-Student-Initiated placement philosophy are excluded from this requirement.~~

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

11.7.8 *At sites that choose to implement restorative practices,* ~~s~~Site administrators ~~are strongly encouraged to~~ ~~should~~ **shall** engage stakeholders in their school community to implement restorative practices at their school site that empowers students, staff, and families to use proactive and responsive communication tools that nurture a positive school climate and address conflict by honoring the voice of all stakeholders in a way that is safe, respectful, equitable, and ensures accountability. **Staff members ~~what schools who have not received~~ training and resources shall not be required to implement the technical components of restorative practices that require training.**

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

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



### **Section 11.9: DISTRICT EMERGENCY PROCEDURES**

During the first month of school, principals and supervisors will annually inform all unit members of the location of district Emergency Procedures relating to assault and/or battery, insults, upbraidings, threats, child abuse, molestations, natural disasters and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as on-site work rules.

### **Section 11.10: PHYSICAL THREAT OR ASSAULT/BATTERY**

- 11.10.1. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- 11.10.2. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the district Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with district student discipline or Zero Tolerance procedures. (See 44014 under Appendix K – School Safety)
- 11.10.3. The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.
- 11.10.4. Site administrators shall notify unit members of students assigned to their classrooms or caseloads who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available. (See 49079 under Appendix K – School Safety)
- 11.10.5. The requirements of Section 11.10 shall be brought to the attention of unit members in each school at the beginning of each school year.

### **Section 11.11: PUPIL TRANSPORTATION**

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

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

**Section 11.12: SITE DRESS CODES**

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

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

**Section 11.13: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS/DAMAGE**

11.13.1. In accordance with district procedures, the District will pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, or watches when such articles are damaged in the line of duty and without fault of the unit member or for articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.

11.13.2. Reimbursement of Electronic Hardware and Other Unit Member-Owned Classroom Material. The District shall establish an annual fifty-thousand dollar (\$50,000) self-insurance fund for the purpose of reimbursing unit members for replacement of personal electronic hardware, instructional materials, books, supplies and classroom furniture stolen or damaged in the line of duty as a result of malicious acts, fire or flood, and without fault of the unit member. Disbursement of funds shall be governed by the following:

- 11.13.2.1. Items eligible for reimbursement under this Section shall be reimbursed according to the following (sets or collections are considered an "item" under this provision):
  - a. Items having an original cost of less than ~~one hundred fifty~~ five hundred dollars (~~\$150-500~~) but at least a minimum of seventy-five dollars (\$75) shall be reimbursed at the original cost established by the original receipt or a signed declaration by the unit member.
  - b. Items having an original cost of more than ~~one hundred fifty~~ five hundred dollars (~~\$150-500~~) shall be reimbursed using the depreciated value as established herein, provided that the depreciated value is not less than seventy-five dollars (\$75). The depreciated value shall be calculated using



the value established by the original receipt or other agreed-upon means of establishing the value, less fifteen percent (15%) annual depreciation.

c. In no case shall the reimbursement exceed ~~four~~ fifteen hundred dollars (\$~~400~~ 1500) per incident.

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

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

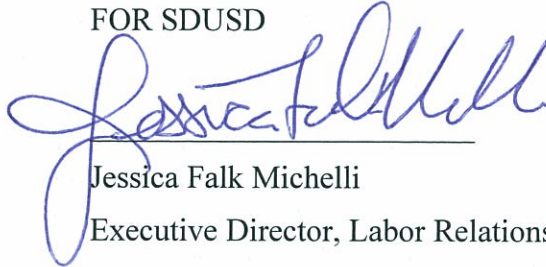
11.13.2.4. Upon depletion of the fund, no further reimbursements shall be required. Funds left over at the conclusion of a fiscal year shall carry over to the ensuing fiscal year to a maximum of twenty-five thousand dollars (\$25,000). Any funds remaining in excess of the limit established herein shall be deposited on an annual basis into the Joint Employee Health and Welfare Benefits Trust (Plan A) Retiree Medical fund as specified in Article 9, Section 9.8.3. as an August 1st deposit.

FOR SDEA

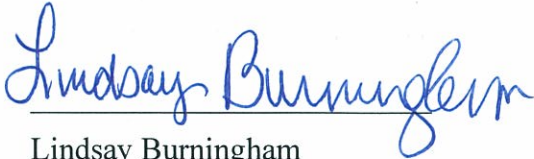


Carlos Mejia  
Executive Director

FOR SDUSD



Jessica Falk Michelli  
Executive Director, Labor Relations



Lindsay Burningham  
President



Acacia Thede  
Executive Director, Human Resources

Date: 11/2/17

Date: 11-2-17

Tentative Agreement- April 4, 2018

**San Diego Education Association  
Proposal To The  
San Diego Unified School District  
Successor Collective Bargaining**

**SDEA Proposal Passed May 19, 2017  
District Proposal Passed May 19, 2016- withdrawn June 21, 2017  
SDEA Proposal Passed May 25, 2017  
District Proposal Passed October 5, 2017  
District Proposal Passed November 28, 2017  
SDEA Proposal Passed December 14, 2017  
District Proposal Passed January 18, 2018  
SDEA Proposal Passed February 22, 2018  
District Proposal Passed March 12, 2018  
SDEA Proposal Passed March 12, 2018  
District Proposal Passed March 22, 2018 as LBFO  
SDEA Proposal Passed April 3, 2018  
District Proposal Passed April 3, 2018  
SDEA Proposal Passed April 3, 2018**

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**ARTICLE 12 – TRANSFER POLICIES**

**Section 12.1: DEFINITIONS**

- 12.1.1. Transfer. A "transfer" is a change of a unit member from one school site or program to another school site or program with a different cost center. Transfers may be voluntary, initiated by the unit member; or involuntary, initiated by the District.
- 12.1.2. School Opening. A new educational facility opening where none had existed before or where a school had previously been closed and then reopened.
- 12.1.3. School Closing. A school is closed when the existing educational program is removed from the facility or when otherwise determined by the District.
- 12.1.4. School Grade-span Organizational Change. A grade-span change occurs when one or more grade levels are added to or deleted from a school without changing the basic educational philosophy.
- 12.1.5. School Reorganization. A change in the basic educational philosophy of the school. Examples: a 7-9 junior high school becomes a 6-8 middle school, a 7-9 junior high

1

*Absent agreement to this proposal in its entirety, SDEA reverts to its Last, Best and Final Article 12: Transfer Policies proposal as passed March 22, 2018. SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*

school becomes a continuation high school, change from a non-magnet to a magnet school.

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

12.1.7. Temporary Vacancy. A one-year vacancy created by a unit member taking a one-year leave of absence for the following school year, which shall be posted as a one-year vacancy for said school year. A unit member who accepts or is assigned to a one-year vacancy at a site shall be in excess at the end of the year unless there is a vacancy for which the member is qualified and credentialed at the site for the following year.

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

12.1.89. Itinerant Assignment. A position which may provide services to students of more than one site and which is assigned to a central office department.

to one central office cost center.

12.1.910. Priority Consideration. Status provided to a unit member who is in excess, who is returning from a long-term leave of absence of more than one year, or who is assigned to a school that is going to be closed per Section 12.1.3, or who has rejected a magnet focus change in accordance with Section 12.14. A unit member with priority consideration is ensured an interview and shall be selected for a vacancy regardless of seniority, unless there is an overriding issue of qualifications based on objective criteria as established in the posting or there are fewer than ~~seven (7)~~ five (5) candidates with priority consideration routed for a posting. If fewer than ~~seven (7)~~ five (5) candidates with priority consideration are routed, Human Resources will also route the most senior voluntary transfer candidates who have bid for the position and have been deemed qualified by the Human Resources Services Division. One of the ~~seven (7)~~ five (5) routed candidates shall be selected. It is assumed that a unit member who exercises priority consideration status to obtain an assignment accepts the educational philosophy of the school/program. Priority consideration expires upon the placement of the unit member in a position or by September 1, whichever comes first.

12.1.1011. Priority Staffing School. The following categories of schools will be considered priority staffing schools and shall be staffed in accordance with section 12.3.1 of this Article. Posted positions at these schools will not be subject to priority consideration.

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



- b. Low Performing Schools. The District shall provide the Contract Administration Committee (CAC) with information from the California School Dashboard regarding the District's lowest performing schools. The Committee shall create a list of "Low Performing Schools" no later than January 31 each year. The number of schools designated as low performing shall not exceed 20% of the total number of schools in the District, unless there is mutual agreement between the Association and the District. If the CAC does not reach agreement on the list of schools identified, the Superintendent shall make the final determination, as defined by the state accountability system (Previously Academic Performance Index (Decile) 1-3 Schools. The District will determine Low Performing Schools utilizing the former API standards until the state accountability system issues a new definition.

## **Section 12.2: POST AND BID**

12.2.1. ~~The Human Resource Services Division will have posted in the office of each school or department and electronically on the district's website, a list of known vacancies for the following year. The Human Resources Services Division will electronically post an administrative circular prior to May Post opening and will notify all bargaining unit members via email when the May Post opens and when any positions are added to the May Post.~~ The May Post shall be provided to the Association electronically and/or hard copy. The following timelines shall apply:

- a. The Post will begin no later than May 10.
- b. The Post shall include all known vacancies for the following year. From the date the Association receives its official copy on May 10, unit members will have a minimum of ten (10) calendar days to review and bid on posted positions.
- c. Following the close of the Post, Human Resource Services Division shall have ~~seven ten~~ (710) workdays to route qualified applicants to school/program administration.
- d. Upon selection by the school site/program, site/program administration will make immediate written notification to the selected unit member.
- e. A unit member who is to be transferred as a result of a bid shall be notified in writing by Human Resource Services Division by June 30.

The list for the May Post will be provided to the Association electronically and/or hardcopy. Any vacancy filled by a leave replacement teacher (that is not being held for a unit member returning from leave of absence) after October 31 shall be posted during the

following May posting period. Site selections shall be made within thirty (30) calendar days of the date that site administrators are provided with the names of eligible bidders by Human Resource Services Division, ~~Certificated~~. In cases where site selections are not made within the established timelines, the Human Resource Services Division will assign qualified unit members according to seniority.

12.2.1.1. Positions available immediately following the May Post shall first be offered in seniority order to qualified unit members who are in priority consideration status. Human Resources will implement the following process for these placements:

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

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

c. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources. A unit member with priority consideration shall be required to accept a position for which he/she is qualified and assigned based on this process. The unit member's priority consideration shall expire upon such placement.

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

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

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

- 12.2.5. Awarding of positions will be based upon the criteria specified in the posting. The Human Resource Services Division will certify that the unit member meet all state and federal requirements and has the required credential for the assignment on file with the District at the time of the closing of the posting period.
- 12.2.6. The District may interview and will select the unit member to fill the posted vacancy from the ~~five (5) five seven (75)~~ unit members who have the greatest district seniority, have bid for the position and have been deemed qualified by the Human Resource Services Division. Unit members with an applicable minor may be considered for vacancies that receive less than ~~five (5) five seven (5 7)~~ qualified bidders with the appropriate required major under the following conditions:
- 12.2.6.1. Priority consideration shall not apply.
- 12.2.6.2. The District shall not be required to select a unit member with a minor even though he/she is included among the top ~~five (5) five seven (5 7)~~ most senior applicants.
- 12.2.7. A unit member who is to be transferred as a result of a bid shall be notified, in writing, of the transfer as soon as possible, but not later than the end of the spring semester. Bidders may refuse to accept a bid-upon position at the time of the offer or within 48 hours or other mutually agreed-upon period of time following the offer. Schools will notify applicants of the results of the site selection process. A unit member who has accepted a bid-upon position shall be ineligible to participate in post and bid until the following May Post.
- 12.2.8. Unit members **who have received a remediation plan or** whose latest summary performance evaluation rating is other than "effective" shall not participate in the post and bid procedure. (Also reference 14.6.3.4)
- 12.2.9 Unit members assigned to a position requiring a Special Education credential shall be limited to transfer only within the Special Education Program during their probationary period with the District. ~~Probationary II unit members are eligible to bid on positions that begin at the start of the following school year that are outside of the Special Education Program.~~ Prior to participating in post and bid and/or submitting a transferring to the new position, the unit member must qualify for attain permanent status.
- ~~12.2.10. Subject to Section 12.2.12. below, the Parties agree that an early posting of positions in priority staffing schools shall be established annually during the month of February. 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.~~
- 12.2.1.1. The site or program administrator responsible for developing job postings shall provide the Association representative with the opportunity to review and sign the list of proposed postings prior to forwarding to the Human Resource Services Division, for

editing and final posting. In the event that the association representative is unavailable, the administrator shall forward a copy of the postings to the Association at the same time that the postings are forwarded to the Human Resource Services Division.

12.2.12. Transfer Monitoring Process. The District and the Association agree to review and monitor post and bid and excessing procedures as they are implemented, to respond to inquiries from the District or the Association, to determine the date and scope of any early spring (February, March, April) postings, and to make appropriate recommendations to the Contract Administration Committee.

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

For vacancies reported during this time, Human Resources will send the seven (7) unit members with the greatest seniority, who requested the transfer and have been deemed qualified by the Human Resource Services Division. Site administrators may interview and may select one (1) of the five (5) seven (7) unit members sent by Human Resources. Voluntary transfers made after the May Post will continue to consider the educational needs of the District and the qualifications and requests of the unit member. ~~will receive the transfer, except that a unit member who is in excess at a site will be given priority consideration within the same school level (elementary, middle level, senior high).~~

12.2.14. Transfers Within Early Childhood Education Programs. Transfers within the Early Childhood Education Programs will be processed through the District office responsible for the program. A listing of vacancies will be posted in each Early Childhood Education Program site. Human Resource Services Division, will have posted electronically ~~on the District's website,~~ a list of known vacancies. Each posted vacancy will show location, current hours of assignment, student age level, particulars of assignment, including full day or am/pm session, special education blended classroom, unit member calendar, language, and other stated needs. ~~When necessary, a second (2<sup>nd</sup>) post may be held in the fall.~~

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

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

### **Section 12.3: EXCEPTION TO POST AND BID PROCEDURES**

*Absent agreement to this proposal in its entirety, SDEA reverts to its Last, Best and Final Article 12: Transfer Policies proposal as passed March 22, 2018. SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*

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

12.3.2. Position Vacancy Announcements. Vacancies not staffed internally at a site and normally advertised outside the post and bid period may include Central Office Resource Teachers, In-School Resource Teachers, Elementary Counselors, Head Counselors, Secondary Counselors, Library Media Teachers, Senior Speech-Language Pathologists and School Psychologists, and Senior School Psychologists. Such vacancies may be posted for a minimum of ten (10) calendar days. Except for Central Office Resource Teacher positions, the District may interview and select the unit member to fill the posted vacancy from the ~~five (5) five (5) seven (7)~~ unit members who have the greatest district seniority, have applied for the position, and have been deemed qualified by the Human Resource Services Division. Full-time District Counselor position vacancies assigned to two (2) or more work locations will be advertised; however, it is understood that the combination of work locations and the school calendar to which the position is assigned may change from year to year. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

#### **Section 12.4: REGIONAL OCCUPATION PROGRAM (ROP) — COLLEGE AND CAREER TECHNICAL EDUCATION (CCTE) TRANSFERS**

12.4.1. It is understood that regular contract positions which include a partial ~~Regional Occupation Program (ROP)~~ CCTE assignment will be posted in accordance with Section 12.2.

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

12.4.3. Transfers to fill positions funded exclusively by the ~~ROP~~ CCTE program will be processed through the College, Career and Technical Education Department. Postings of known, funded vacancies in this program shall be distributed to all ~~ROP~~ CCTE unit members. ~~ROP~~ CCTE unit members who wish to transfer into such vacancies may file a request to transfer. The District may interview and will select from ~~all the five (5) seven (7)~~ ROP CCTE unit members who have the greatest number of years teaching in the ~~District~~, have filed a request to transfer, and have been deemed qualified. A qualified CCTE ~~ROP~~ unit member is one who holds the appropriate credential for the position to be filled, whose most recent summary evaluation is effective and who meets the criteria specified in the postings.

12.4.4. ROP CCTE unit members will also be entitled to participate in regular post and bid procedures established in Section 12.2. ~~It is understood that an ROP unit member on a~~

~~restricted contract shall be required to complete a probationary period with the District consistent with California Education Code requirements.~~

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

## **Section 12.5: CENTRAL OFFICE RESOURCE TEACHERS AND MASTER TEACHERS**

The District may interview and will select from among all Central Office Resource Teacher applicants ~~and Master Teacher~~ applicants who have been deemed qualified by the Human Resource Services Division. All advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school are highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

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

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

## **Section 12.7: INVOLUNTARY TRANSFERS**

12.7.1. Administrative. When the supervisor believes that the best interests of the District, the pupils, or the unit member will be served by an administrative transfer, he/she shall file with the appropriate division head a written request stating the reason(s) for such a transfer. Administrative transfers provide a process to address behavior/actions and their impacts that cannot be addressed through Article 14 – Evaluation or Article 33 – Letters of Reprimand and Suspensions.

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

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

12.7.1.1. Due Process

- 12.7.1.1.1. Before the request for administrative transfer is acted upon, the supervisor shall advise the unit member through a personal interview and in writing that an administrative transfer is being recommended and the reasons therefor.
- 12.7.1.1.2. The appropriate division administrator(s) shall, upon request, meet with the unit member to discuss the proposed administrative transfer.
- 12.7.1.1.3. The appropriate division administrator(s) will determine whether the administrative transfer should be made.
- 12.7.1.1.4. Administrative transfers may be appealed through the grievance procedure.

12.7.1.2. Administrative Transfer Process

- 12.7.1.2.1. It is the site administrator's belief or discretion to consider recommending an administrative transfer. The behavior/actions that lead to the consideration of an administrative transfer must be based on the negative impact of the behavior/action and in the best interests of the District, school, pupils, and the unit member.
- 12.7.1.2.2. There must be a factual basis for the contemplated transfer. The site administrator's belief is to be based on negative impacts at the site that are supported with documentation (evidence).
- 12.7.1.2.3. Notice: If the site administrator believes there is evidence to support the possible administrative transfer, the site administration shall meet with the bargaining unit member to discuss the behavior/actions, its negative impact and the possible consequences of continuing the behavior. Specifically, the possibility of an administrative transfer must be discussed:
  - a. During this conference, the site administrator shall notify the bargaining unit member of expectation(s) for future behavior(s) and a time frame to meet those expectation(s).
  - b. In addition, as appropriate, the site administrator will inform the bargaining unit member of supports that will be provided to mitigate the behavior/action.
  - c. Throughout this process, the site administrator shall create a written record of the conferences and interventions with the



bargaining unit member. The written record shall not be placed in the site or central office personnel files of the bargaining unit member. The unit member shall receive copies of all documentation and have the right to respond.

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

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

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

12.7.2. Extended-Day Service. A unit member who is employed, transferred, or retained in a protected key position to provide extended-day service may be involuntarily transferred if he/she refuses to provide such service within five (5) years of such employment, transfer or retention. This Section does not apply to high school physical education teachers who may be administratively transferred under Section 12.7.1. unless there is a qualified and available teacher on site to fulfill the coaching responsibilities.

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

12.7.3.1. Volunteers may be transferred to achieve the desired reduction. If no unit member volunteers for transfer, the unit member who has the least seniority at the level, in the subject area, or with the affected program shall be transferred. However, a unit member who has taught in the District for at least two (2) school years in a different subject, program, or ~~at a different~~ level within the last nine (9) years or at least one (1) school year within the last five (5) years and is deemed qualified by the Human Resource Services Division may exercise seniority rights within that other subject, level, or program.

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

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



12.7.3.4. Unit members being transferred during the year under the provisions of Section 12.7.3 shall be transferred using the following process:

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

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

c. If a unit member does not submit a preference by the deadline, the unit member will be assigned to a vacancy by Human Resources.

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

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

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

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

12.7.4.4. Bilingual and English as a Second Language positions.

12.7.4.5. Continuation (Opportunity School) positions.

12.7.4.6. District Reading teachers.

12.7.4.7. Inschool Counselors and Senior School Psychologists.

12.7.4.8. Senior High positions involving extended-day pay.

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

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

## **Section 12.8: MISCELLANEOUS TRANSFER PROVISIONS**

*Absent agreement to this proposal in its entirety, SDEA reverts to its Last, Best and Final Article 12: Transfer Policies proposal as passed March 22, 2018. SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*

- 12.8.1. Return From Leave. Unit members returning from leave at the start of the school year shall notify the Human Resource Services Division, by March 15 of the preceding year. Failure to do so will deny the unit member any rights under the post and bid system.
- 12.8.2. Other Suitable Vacancies. If a unit member is transferred to a vacancy which does not materialize, he/she may, by mutual agreement with the site supervisor, be placed in another appropriate vacancy at the cost center. Absent mutual agreement, the unit member will be reassigned by the Human Resource Services Division.
- 12.8.3. Annual Transfer List Information Request. ~~On or about February 15, the Human Resource Services Division 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.~~

1. At least three work days prior to the opening of May Post and Bid, the District shall provide:

- a. Copies of all postings that will be open.
- b. A list of all SDEA bargaining unit members serving under a temporary contract for the current school year, which should include the employees name, current work site, type of temporary contract, credentials, and if the current position has been eliminated in the following school year.
- c. A list of all vacant SDEA bargaining unit positions which are planned for elimination for the next school year. For each position, include work site, full-time equivalency, subject area, and reason for elimination.
- d. A list of all employees who were excessed during the current school year. For each employee include: employee's name, current work site, full time equivalency, subject area being eliminated, reason for excessing, and date of written notification of excessing.
- e. A list of all schools in the following areas: priority staffing schools; integration programs; magnet schools, and school reorganizing, closing, or opening for the next school year.
- f. A list of all unit member whom the District currently knows will be on a leave of absence for the following school year and their current work site if applicable.
- g. A list of all unit members who have transferred between the start of the second semester of the previous school year to the start of the second semester of the current year. This report should include the employee's name, previous location, current location, effective date of transfer, and reason for transfer.

2. Within one month of the close of May Post and Bid, the District will provide a routed applicant report and a list of unit members selected during May Post and Bid.

3. By March 1, The District shall provide:

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

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

### **Section 12.9: RIGHTS OF TRANSFERRED UNIT MEMBERS**

12.9.1. Notice. Except in emergency situations, unit members shall receive three (3) workdays' advance notice of an impending transfer. Unit members transferred under the provisions of 12.7.3 for the following school year will receive written notification prior to the start of May Post and Bid.

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

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

12.9.4. Support Plan. Unit members involuntarily transferred to teach in a credential area they have not taught in the past five years, or who are being moved more than two grade levels, shall be entitled to request a support plan in accordance with Section 8.17.2.

### **Section 12.10: SCHOOL OPENING**

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

12.10.1. Whenever a new school is to be opened, an effort will be made to identify at least ~~seventy five~~ fifty percent (~~75~~50%) of the expected vacancies at least four (4) months prior to the scheduled opening.

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

12.10.2.1. First Post (as soon as practicable). Up to ~~twenty~~ fifty percent (~~20~~ 50%) of the expected positions will be posted. The District will select the unit members to

fill the vacancy from all district applicants deemed qualified by the Human Resource Services Division.

~~12.10.2.2. February or March Post.~~

- ~~a. — Approximately ten percent (10%) of the expected vacancies will be posted, and the District will select the unit members to fill the vacancies from all those district applicants deemed qualified by the Human Resource Services Division.~~
- ~~b. — Approximately forty five percent (45%) or more of the expected vacancies will be posted and filled as provided in Section 12.2.~~

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

**Section 12.11: SCHOOL REORGANIZATION**

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

**Section 12.12: SCHOOL CLOSING**

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

**Section 12.13: SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE**

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

**Section 12.14: INITIAL STAFFING OF MAGNET SCHOOLS**

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

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

- 12.14.2. Elect to remain at the magnet site, which assumes acceptance of the magnet focus.
- 12.14.3. Be transferred under the provisions of Section 12.7.3., Reduction of Staff.

**Section 12.15: MULTIPLE ASSIGNMENT POSITIONS**

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

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

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

- 12.15.3. Small school sites within the same complex are not considered multiple assignment positions for the purposes of this section.
- 12.15.4. When two unit members bid upon a multiple assignment, part of which each has previously occupied during the most recent year, the unit member with the greater district seniority will be awarded the position.
- 12.15.5. If no unit member bidding on a new multiple assignment has a priority claim, district seniority will determine the awarding of the position.

**Section 12.16: ITINERANT UNIT MEMBER PREFERENCES**

- 12.16.1. The program manager/department head shall provide itinerant staff with information regarding itinerant assignment considerations which become available throughout the school year. Interested itinerant unit members may apply for such opportunities. The program manager/department head shall utilize the process created by each program in accordance with Section 12.16.4.

12.16.2. Annually by March 1, itinerant unit members shall express their preferences for work schedules within the department or division, including level, program, school(s) or special interests.

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

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

**Section 12.17 SENIOR SPEECH-LANGUAGE PATHOLOGISTS AND SCHOOL PSYCHOLOGISTS**

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

**Section 12.18 EXPEDITED TRANSFER GRIEVANCE PROCEDURE**

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

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

12.18.3 Except as stated in Sections 12.18.1 and 12.18.2 above, all other terms and provisions of Article 15 apply to expedited transfer grievances.

**For the District:**

**For the Association:**

 4/4/18  
\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

 4/4/18  
\_\_\_\_\_  
Lindsay Burningham Date  
President, San Diego Education Association

 4/4/18  
\_\_\_\_\_  
Acacia Thede Date  
Executive Director, Human Resources

 4/4/18  
\_\_\_\_\_  
Erin Clark Date  
Organizer, San Diego Education Association

*Absent agreement to this proposal in its entirety, SDEA reverts to its Last, Best and Final Article 12: Transfer Policies proposal as passed March 22, 2018. SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*

|

*Absent agreement to this proposal in its entirety, SDEA reverts to its Last, Best and Final Article 12: Transfer Policies proposal as passed March 22, 2018. SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.*





**TENTATIVE AGREEMENT- April 3, 2018**

**SDEA Proposal Passed June 8, 2017**  
**District Proposal Passed September 7, 2017 @ 2:03PM- Withdrawn**  
**District Proposal Passed September 7, 2017-Corrected Version**  
**SDEA Proposal Passed October 19, 2017**  
**District Proposal Passed November 15, 2017**  
**SDEA Proposal Passed November 15, 2017**  
**District Proposal Passed November 28, 2017**  
**SDEA Proposal Passed January 18, 2018**  
**District Proposal Passed February 15, 2018**  
**SDEA Proposal Passed February 22, 2018**  
**District Proposal Passed March 1, 2018**  
**SDEA Proposal Passed March 1, 2018**  
**District Proposal Passed March 22, 2018**  
**SDEA Proposal Passed March 22, 2018 as LBFO**  
**District Proposal Passed April 3, 2018**  
**SDEA Proposal Passed April 3, 2018**  
**District Proposal Passed April 3, 2018**

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**ARTICLE 13 – CLASS SIZE**

**Section 13.1: CLASS SIZE REDUCTION GOALS**

The Board of Education and the Association agree that reduction of class size is a primary continuing goal of the District within the constraints of: (1) financing available, (2) the need to meet all essential goals of school district operations, and (3) the relative priority of class size, salaries, hours, and other conditions of employment within the scope of representation. The Parties share a joint commitment to the goal of lowering class size throughout the District, at every level, and agree to work together whenever possible to identify and obtain sources of funding for such purposes.

**Section 13.2: ELEMENTARY**

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

TK - Grade 3 enrollments

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

Grade 4 - 6 enrollments

32.13 = Number of upper grade teachers

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(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.

- 13.2.2. The District and the Association agree that this Article constitutes a “collectively bargained alternative class size enrollment for each school site” in grades TK through 3, inclusive, in accordance with Education Code 42238.02(d)(3)(B), effective July 1, 2014.
- 13.2.3. Effective July 1, 2015, for the TK through Grade 3 grade span, within seven (7) weeks from the start of the school year, average class size enrollment at each school site shall be no more than twenty-four (24). Enrollment changes occurring after the seventh week that may impact a school site average will be reviewed monthly and remedied.
- ~~13.2.4. The District and the Association acknowledge that as a condition of receiving the additional funding grant for TK-3 class size reduction under the Local Control Funding Formula (LCFF) the District is required to make defined progress toward maintaining an average class size enrollment of not more than twenty four (24) pupils for each school site in TK/K and grades 1 through 3, inclusive, upon full implementation of LCFF (currently 2020). Through this agreement the District has committed, in Section 13.2.3, to an average class size enrollment at each school site of no more than twenty four (24) by the end of the seventh week of each school year. In the event the annual audit process or any other review process puts the District’s receipt of LCFF grade span adjustment funding at risk, the District and the Association intend to ensure the receipt of this funding through the application of Section 13.2.2 for that school year.~~
- 13.2.54. Commencing with the 2016-2017 school year, Grades TK-6 classes shall not exceed thirty-five (35) pupils for more than thirty (30) calendar days.
- 13.2.5. The District and the Association acknowledge that as a condition of receiving the additional funding grant for TK-3 class size reduction under the Local Control Funding Formula (LCFF) the District is required to make defined progress toward maintaining an average class size enrollment of not more than twenty-four (24) pupils for each school site in TK/K and grades 1 through 3, inclusive, upon full implementation of LCFF (currently 2020). Through this agreement the District has committed, in Section 13.2.3, to an average class size enrollment at each school site of no more than twenty four (24) by the end of the seventh week of each school year. In the event the annual audit process or any other review process puts the District’s receipt of LCFF grade span adjustment funding at risk, the District and the Association intend to ensure the receipt of this funding through the application of Section 13.2.2 for that school year.

**Section 13.3:     SECONDARY**

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

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Middle School or Junior High

Senior High

Enrollment + 2 CPU  
28.73

Enrollment + 2 CPU  
29.13

- 13.3.2. Individual teacher's academic classes shall be no more than thirty-six (36) pupils each.
- 13.3.3. When safety or supervision is a problem, or class facilities necessitate, as determined by the District, the classes normally will average no more than thirty-two (32) pupils each. Classes in music, business education, and physical education may exceed the average size established for other classes.
- 13.3.4. Secondary schools having counselor(s) assigned to pupil supervision one (1) hour or more per day on a regular basis shall not count such time as part of the counseling time under the District's formula for allocating counselors.
- 13.3.5. ~~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. The District shall continue to provide the Association shall be provided with continuous access to the District's class size data reporting system.~~
- 13.3.6. A unit member's secondary physical education classes (excluding athletic periods) enrollment per period (i.e., total student enrollment/number of PE periods), over an eight ten (8 + 10) week period, shall average no more than fifty (50) pupils, and shall not exceed 60 pupils per period. ~~Starting at the end of the first month of the school year, the Contract Administration Committee shall be provided with a monthly report of all secondary physical education teachers whose classes (excluding athletic periods) exceed the fifty (50) average. The purpose of receiving this data shall be to develop and implement solutions to outstanding class size problems.~~

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

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

13.4.1. School Nurses

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

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

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

13.4.2. Elementary Counselors

<u>Actual Enrollment</u>	<u>Days Per Week</u>	<u>Position Equivalent</u>
1 – 493	1.0	.20
494 - 726	1.5	.30
727 - 960	2.0	.40
961 – 1,195	2.5	.50
1,196 – 1,429	3.0	.60
1,430 – 1,663	3.5	.70
1,664 – 1,896	4.0	.80
1,897 – 2,131	4.5	.90
2,132 and Above	5.0	1.00

No Elementary Counselor shall be assigned to more than three (3) sites.

13.4.3. Secondary Counselors. Secondary counselors shall be allocated based on the Counselor/pupil caseload set forth below. Any assignment portion that is less than a 1.0 allocation shall round up to the nearest 0.5 allocation.

Total Enrollment/481 (Middle Schools)

Total Enrollment/459 (Senior High)

~~13.4.3.1. For the 2015-2016 school year, the District shall allocate an additional sixteen (16) FTE of itinerant Counselors to be utilized to address and close students' achievement gap in meeting A-G requirements.~~

Section 13.5 STAFFING AT ELEMENTARY AND MIDDLE SCHOOL SITES WITH HIGH UNDUPLICATED COUNTS

~~13.5.1. For the 2015-2016 and 2016-2017 school years, elementary and middle school sites with an unduplicated count of ninety percent (90%) or higher, based on data from December of the previous school year, shall receive one (1) additional FTE to provide increased unit member staffing resources. (See Appendix M, which will be updated in December 2015.) These supports may include lowering class size at grades TK-8, Site Governance Teams (SGT) shall determine how to allocate the additional staff. For the 2015-2016 school year, the SGT's decision-making process shall be completed no later than June 15, 2015, and for the 2016-2017 school year, the SGT's decision-making process shall be completed no later than April 1, 2016.~~

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**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**District Proposal Passed July 13, 2017**

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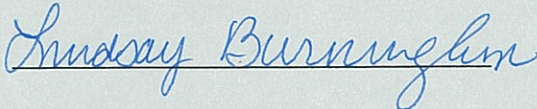
**ARTICLE 14 – PERFORMANCE EVALUATION PROCEDURES**

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

FOR SDEA



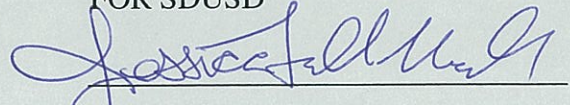
Carlos H. Mejia  
Executive Director



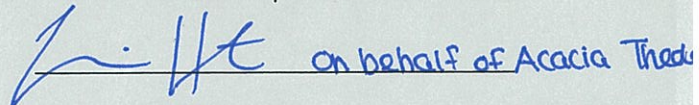
Lindsay Burningham  
President

Date: 9/7/17

FOR SDUSD



Jessica Falk Michelli  
Executive Director | Labor Relations

 on behalf of Acacia Thede

Acacia Thede  
Executive Director | Human Resources

Date: 9-7-17

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*



**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**District Proposal Passed July 13, 2017**

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

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

FOR SDEA



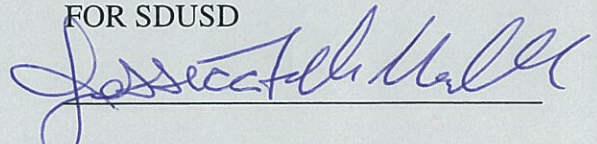
Carlos H. Mejia  
Executive Director



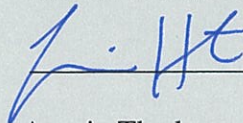
Lindsay Burningham  
President

Date: 9/27/17  
JMS

FOR SDUSD



Jessica Falk Michelli  
Executive Director | Labor Relations



on behalf of Acacia  
Thede

Acacia Thede  
Executive Director | Human Resources

Date: 9-7-17

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*



**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
2016 Successor Collective Bargaining Agreement**

**Tentative Agreement May 19, 2017**

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**ARTICLE 23 – YEAR-ROUND SCHOOLS**

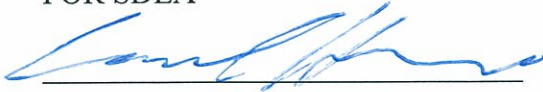
**Section 23.1: YEAR-ROUND SCHOOLS**

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

**Section 23.2: APPLICATION OF EDUCATION CODE 44908**

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

FOR SDEA



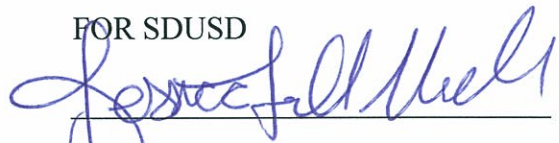
Carlos H. Mejia  
Executive Director



Lindsay Burningham  
President

Date: 5/19/17

FOR SDUSD



Jessica Falk Michelli  
Executive Director Labor Relations



Acacia Thede  
Executive Director Human Resources

Date: 5-19-17

**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**Tentative Agreement March 1, 2018**

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*This Proposal is intended to reflect current practice.*

**ARTICLE 24 – EDUCATION REFORM AND SHARED DECISION-MAKING**

**Section 24.1: STATEMENT OF INTENT**

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

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

24.1.1 Programs referenced in this Article and this Agreement shall include **but not be limited to those with existing Program Governance Teams as of August 28, 2017, and include: Psychologists, Speech/Language, Adapted Physical Education, Early Childhood Special Education, Visually Impaired, Deaf/Hard of Hearing, Counseling, and Nursing.**

24.1.2 **During the period of the facilitated process referenced in Section 24.1, the creation of a new proposed Program Governance Team not listed in Section 24.1.1 shall be referred to the ~~Committee referenced in Section 24.1.~~ Contract Administration Committee (CAC). Decisions by the CAC regarding the request to form a new Program Governance Team shall be made by a majority vote.**

**Section 24.2: EDUCATION REFORM**

Education reform and shared decision-making may call for a variety of changing roles and responsibilities within the schools and programs listed in 24.1.1, including but not necessarily limited to:

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- 24.2.1. Involving ~~school~~ staff members and stakeholders in decision-making at school sites and programs listed in 24.1.1.
- 24.2.2. Devising new systems of ~~school-site~~ accountability for school sites and programs listed in 24.1.1.
- 24.2.3. Organizing and staffing schools in new ways.
- 24.2.4. Altering schedules and learning activities to accommodate different levels of student learning.
- 24.2.5. Involving school staff members and program staff members listed in 24.1.1 in budget development.
- 24.2.6. Encouraging greater interaction between staff members ~~through such activities as peer group coaching, team performance reviews, observation schedules, sharing of teaching techniques and strategies and stakeholders.~~

**Section 24.3: CONTRACT WAIVERS**

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

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

**Section 24.4: SHARED DECISION-MAKING**

The District and the Association share a fundamental and profound commitment to providing the highest quality education possible to the students of our district. To this end, the Parties believe that the quality of decision-making is best when the process is closest to and includes all stakeholders on school site governance teams, which should include parents, community representatives, administrators, certificated staff members, classified staff members, and when appropriate, students. The stakeholders in each school community have the best information to

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design and implement effective strategies for the continuous improvement of student achievement. It is fully recognized that through their collaborative vision and efforts, students benefit academically, socially and emotionally. Shared decision-making is the process which brings these stakeholders together to share the responsibility for needed changes in the instructional program and the corresponding accountability for results of their decisions. There is no one best way to organize a school, a classroom or an educational program. Shared decision-making enriches the instructional program by bringing together a variety of perspectives in the quest to improve student achievement. To this end, school sites and programs governance teams referenced in Section 24.1.1 shall adhere to the following:

- 24.4.1. Unless otherwise restricted by law, district policy or procedure, contracts, or agreements with other employee groups, the scope of authority of a governance team shall include improvement of the instructional program as its main focus and shall be set forth in the school site governance document.
- 24.4.2. Each school site and programs governance teams referenced in Section 24.1.1 shall have a written governance document which includes provisions which define the makeup of the governance team, the scope of authority, the decision-making process to be used and procedures for the resolution of disputes regarding interpretation of the governance document.
- 24.4.3. Conflicts or differences of interpretation which may arise regarding implementation of shared decision-making processes at the school site may be submitted by a unit member(s) to the Contract Administration Committee for resolution.
- 24.4.4. The school site governance team, when appropriate and except as limited by Article 8, may use staff development days, modified days, and other non-student attendance time to conduct reform activities. School Ssite budgets, when not restricted by categorical restraints, may be used to support governance team activities.
- 24.4.5. The association representative or designee shall be a voting member of the School Site Governance Team, unless waived by a secret ballot vote of two-thirds (2/3) of the unit members at a school site.
- 24.4.6. The Contract Administration Committee will facilitate the development and implementation of training for school site and program governance team members.
- 24.4.7 Whenever possible meetings shall occur at a time reasonable for stakeholders to attend. If a school site or program governance team meeting is scheduled at a time when an SDEA member assigned to that school site or program has other duties, that unit member shall have the right to be released to attend the meeting if there are any agenda items that directly affect that unit member's work.

## **Section 24.5: SITE DECISIONS REGARDING STAFFING**

### **24.5.1 School Site Governance**

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

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

**24.5.1.2** School sites contemplating the elimination of an existing bargaining unit position must complete the shared decision-making process during the school year preceding the year when such decision is proposed to become effective. The decision must be made no later than the submittal deadline for school site budgets, but within five (5) workdays before the opening of the May Post and Bid.

**24.5.1.3** Decisions covered by this Section shall be submitted to the Contract Administration Committee to seek a waiver of appropriate district procedures and/or contract provisions which govern the staffing levels of such positions.

#### **24.5.2 Program Governance**

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

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

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

24.6.1. Any school site or independent group of certificated unit members may submit a proposal provided that the proposal receives the support of at least two-thirds (2/3) of the certificated unit members on the existing staff of the school site or cluster at which the pilot is proposed, by secret ballot vote, as well as evidence of the support of parents and classified staff at the school site or cluster.

24.6.2. At a minimum, pilot school proposals shall address the focus, design and goals of the instructional program; the standards against which the school's progress will be measured; the staff development necessary to improve instructional practices; the manner in which the school shall be organized and governed; the SDEA contract and district policies/procedures from which the school requests to be exempted and the reasons therefore.

24.6.3. Pilot schools shall remain subject to all local, state and federal laws governing school districts and to those portions of the SDEA contract and district policies and procedures established in compliance with such laws. Pilot schools shall also remain subject to the District's Employment Regulations For The Classified Service and the provisions of

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existing collective bargaining agreements covering other bargaining units unless waived by the appropriate employee organization.

24.6.4. The Contract Administration Committee shall develop criteria for evaluating proposals, timelines and any necessary additional requirements and procedures relating to this Section and shall be responsible for establishing a process for monitoring and evaluating the pilot schools.

24.6.5. Those pilot school proposals recommended for implementation by the Contract Administration Committee shall be subject to the formal approval of the Association and the Board of Education.

24.6.6. Pilot schools shall require approval on a year-to-year basis by mutual agreement of the Parties.

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

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

24.7.1 Professional Learning Communities (PLC)

24.7.1.1 PLCs shall be unit member directed, principal facilitated, and student focused.

24.7.1.2 A calendar of PLC Professional Development shall be provided to unit members no less than 30 calendar days prior to the scheduled date. In the event changes to the calendar become necessary, unit members will be notified as soon as possible.

24.7.1.3 After consultation with the site administrator, a PLC team may attend District offered Professional Development as part of their PLC.

24.7.2 Assessments

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


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


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

FOR SDEA:


FOR THE DISTRICT:

  
Lindsay Birmingham  
Executive Director

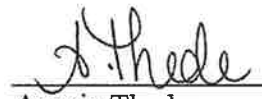
3/12/18  
Date

  
Jessica Falk Michelli  
Executive Director, Labor Relations

3-12-18  
Date

  
Erin Clark  
Field Organizer

3/12/18  
Date

  
Acacia Thede  
Executive Director, Human Resources

3-15-18  
Date

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San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Bargaining

SDEA Proposal Passed June 22, 2017  
District Counter Proposal Passed July 13, 2017  
SDEA Proposal Passed July 13, 2017  
District Counter Proposal Passed September 07, 2017

ARTICLE 27 – NON-DISCRIMINATION

Section 27.1: NON-DISCRIMINATION

Consistent with state and federal law, neither the District nor the Association will, in the implementation of this Agreement, discriminate against or harass any unit member because of such individual's race or ethnicity, ~~ereed, color,~~ age, gender, gender identity, gender expression, sexual orientation, nationalitynational origin, religion, physical handicapdisability, or any other protected class, for participation or non-participation in Association activities.

Section 27.2. SAFE LEARNING ENVIRONMENT

~~The Ddistrict and the Association are committed to will providinge the necessary professional development, training and resources for educators to succeed in ensuring that all students are protected from harassment and discrimination regardless of sex, sexual orientation, gender identity, ethnic group identification, race, national origin, religion, color, or mental or physical disability.~~ with a safe learning environment where everyone is treated with respect and no one is physically or emotionally harmed based on an actual or perceived attribute that includes but is not limited to race, religion, national origin, ethnic group identification, mental or physical disability, or any other distinguishing characteristics through professional development, training, and resources for educators.

FOR SDEA



Carlos H. Mejia  
Executive Director



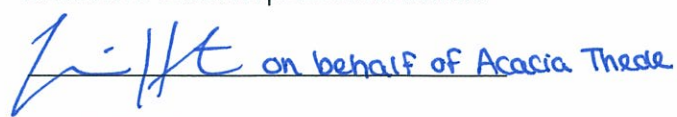
Lindsay Burningham  
President

Date: 09/07/17

FOR SDUSD



Jessica Falk Michelli  
Executive Director | Labor Relations



on behalf of Acacia Thede

Acacia Thede  
Executive Director | Human Resources

Date: 9-7-17

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**San Diego Unified School District  
And The  
San Diego Education Association  
Successor Bargaining**

**Tentative Agreement March 22, 2018**

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**ARTICLE 29 – SPECIAL EDUCATION**

**Section 29.1: SPECIAL EDUCATION CASELOADS AND WORKLOAD**

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

29.1.1. Definitions.

- 29.1.1.1. “Caseload” refers to the number of students with IEP’s for whom the special education teacher is assigned, and each student is counted as “one” no matter the needs or severity.
- 29.1.1.2. “Education Specialist,” is equivalent to and has the same meaning as “special education teacher.”
- 29.1.1.3. “Workload” refers to all of the responsibilities required of the special education teacher and is based on the severity of the student needs.
- 29.1.1.4. “Resource Specialist” is a special education teacher who provides instruction and services to students who are assigned to a regular classroom teacher for more than fifty percent (50%) of their school day and whose needs have been identified in an individualized education plan.
- 29.1.1.5. “Co-teaching”, or having two teachers in the classroom, is used in the District to provide an inclusive setting for students with IEPs while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support. When possible, schools sites shall provide additional preparation time to special education teachers who are assigned to co-teach.

29.1.2. Caseloads.

The District will attempt to maintain caseloads or class sizes as set forth below:

29.1.2.1. Caseloads for Special Educators

29.1.2.1.1. Education Specialist: Mild/Moderate: 20

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- 29.1.2.1.2. Education Specialist: Moderate/Severe: 12
- 29.1.2.1.3. Resource Education Specialist: 24
- 29.1.2.1.4. Deaf and Hard of Hearing (DHH/Deaf Education): 10
- 29.1.2.1.5. Speech Language Pathologists (SLP), Elementary and Secondary levels: 55 students with IEPs. At the Elementary level this caseload is inclusive of a maximum of five [5] speech improvement and five [5] RtI cases ~~may be counted towards caseload~~; however students with IEPs will be given priority for services.
- 29.1.2.1.6. ~~Speech and Language Pathologists (SLP), Secondary level: 55 IEPs~~
- 29.1.2.1.7. Speech and Language Pathologists (SLP), Early Childhood: 40 students with IEPs; this caseload is inclusive of a maximum of five [5] speech improvement and five [5] RtI cases ~~may be counted towards caseload~~; however students with IEPs will be given priority for services.
- 29.1.2.1.8. Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall be reduced proportionally to reflect the above.
- 29.1.2.1.9. The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to preschool.
- ECSE Special Education Teachers: 16 total students with disabilities combined in both morning and afternoon sessions.
- In an effort to ensure equity in SLP caseload, the District will present the itinerant assignments for the following year to the Joint Special Education Committee SLP program governance team for discussion and input prior to May 1st.
- 29.1.2.2. Class Size for Separate Setting Classes
- The District will attempt to maintain separate class instruction settings at twelve (12) students.
- 29.1.2.3. Other special education positions such as psychologists, teachers of adaptive physical education, and teachers of physically handicapped students, will be monitored by the Committee set forth in Section 29.2. Such unit members having concerns about workload may refer them to the Committee.
- 29.1.2.4. As part of the District's attempt to maintain, when requested by a unit member, the site administrator will meet with the unit member to develop and implement supports.

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### 29.1.3. Equitable Distribution of Workload

- 29.1.3.1. Caseloads shall be equitably distributed at each school site not by equal caseload numbers, but based on the application of the Elements of Special Education Workload identified and defined in this Section.
- 29.1.3.2. Workloads shall be equitable at school/work sites. The requirement that workloads be equitably distributed at work/school sites, based on application of the Elements of Special Education Workload in Section 29.1.3.24.
- 29.1.3.3. The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, she/he may meet together with the administrator to discuss the situation and collaboratively resolve the concern. In such cases, the workload formula form in Appendix L shall be completed by the teachers at the school/work site and shall be used as a basis for determining the most equitable workload distribution at that site.
- 29.1.3.4. In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 29.1.3.3 above, then the concern may be presented for resolution to the Workload Committee.

### ~~29.1.3.5.~~ 29.1.4. Elements of Special Education Workload

The District and the Association agree on the following as the Elements to be applied when equitably distributing workloads at each school site, and that these Elements are to be included in the Workload model developed by the parties pursuant to this Section, noting that such assignments shall conform to the caseload totals identified in this Article.

- 29.1.4.1 Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, modification/adaptation of curriculum, and planning with related service staff.
- 29.1.4.2. Assessments and Reassessments – Includes initial assessments, interim assessments, three year reviews, and other special education assessments as needed.
- 29.1.4.3. IEP Management Responsibilities – Includes program development, coordination of services, parent communication related to the IEP, annual review, progress monitoring and reporting, behavioral assessments, manifestation determinations, and behavior plans.
- 29.1.4.4. Preparation Time – Includes time within the instructional day to prepare instruction.

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29.1.4.5. Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides, and other paraprofessionals.

29.1.4.6. Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.

~~29.1.3.6. Workloads shall be equitable at school/work sites. The requirement that workloads be equitably distributed at work/school sites, based on application of the Elements of Special Education Workload in Section 29.1.3.2.~~

~~29.1.3.7. The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, she/he may meet together with the administrator to discuss the situation and collaboratively resolve the concern. In such cases, the workload formula form in Appendix L shall be completed by the teachers at the school/work site and shall be used as a basis for determining the most equitable workload distribution at that site.~~

~~29.1.3.8. In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 29.1.3.4 above, then the concern may be presented for resolution to the Workload Committee.~~

29.1.4. 29.1.5. General Provisions of Services.

No special education teacher shall be required to substitute for a general education co-teacher, unless authorized by existing provisions of this Agreement.

29.1.5. 29.1.6. IEP Meetings.

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings not occur beyond the eight (8)-hour workday referenced in Section 8.5, and that no more than three (3) meetings per month extend beyond the six (6) hour and thirty-five (35) minutes on-site workday referenced in Section 8.5.1. After securing prior approval from the unit member's supervisor to schedule the meeting beyond the eight (8)-hour workday, unit members shall be compensated at their pro-rata rate for any required IEP meetings that take place beyond the eight (8)-hour work day.

**Section 29.2: ~~WORKLOAD- JOINT SPECIAL EDUCATION COMMITTEE~~**

~~Special education workloads referenced in this Article, shall be monitored by the Joint Workload Committee in accordance with Section 29.3. A Joint Special Education The Committee shall be comprised of four (4) individuals appointed by the Association and four (4) individuals appointed by the District shall meet to consult on and discuss Special Education issues. including but not limited to recommendations from the WestEd study.~~

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The Committee shall meet on a monthly basis throughout the school year, with a schedule of meetings mutually determined for the subsequent school year by the final meeting of the preceding school year. Meeting locations and meeting chair responsibilities shall rotate between the District and the Association.

**Section 29.3: WORKLOAD PROBLEM RESOLUTION**

Unit members are encouraged to seek resolution to workload concerns with their immediate supervisor as a first step. If it is determined by the Committee in Section 29.2. that concerns exist relative to programmatic workloads as described in this Article, the Committee shall explore all possible solutions.

**Section 29.4: EARLY CHILDHOOD SPECIAL EDUCATION PROGRAM (ECSE)**

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

**Section 29.4: LOW INCIDENCE PROGRAMS**

Caseloads for low incidence itinerant programs including Visually Impaired (VI), Physically Handicapped (PH), Medically Physically Challenged (MPC) and Deaf and Hard of Hearing (DHH) shall consider the number of direct service hours per month, number of consultation hours per month, number of indirect hours per month (professional, parent, other agency contacts, recordkeeping, training paraprofessionals) and travel time.

**Section 29.5: 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 Workload Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for change to the Contract Administration Committee.

**Section 29.6: SUPPORTING STUDENTS WITH IEPs IN THE GENERAL EDUCATION CLASSROOMS**

29.6.1. The District will notify the affected unit member(s) prior to assigning students with IEPs into the regular classroom and provide the unit member(s) with a copy of the student's IEP.

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29.6.2. The District and the Association support successful placement of students with IEPs in general education classrooms and recognize the impact on the workload of classroom teachers. The principal should assign students in such a way as to minimize the impact and equalize student load.

29.6.2.1. Whenever the ratio of students with IEPs in a general education classroom exceeds 20% of the overall class size, the site administration will meet with the general education teacher, within ten (10) workdays of the request for such a meeting, to develop a class support plan. The class support plan shall include supports to the teacher be developed and implemented. Such supports Some examples of supports may include, but not be limited to, smaller class size, redistribution of site Special Education staff, additional prep time, and/or the elimination of non-teaching duties or obligations. ~~When site resources are available, these supports must be provided.~~

29.6.3. The District shall provide, and the unit members shall have an opportunity to participate in appropriate in-service learning opportunities for general education unit members assigned to work with students with IEPs. Training will be customized for teachers and other unit members based on the following factors: grade level and subject matter taught, service delivery models, and students' areas of disabilities. Appropriate release time shall be provided for the unit members who participate in the special education training referred to in this section. Training that takes place outside of the unit member's regular contract service (the basic 8-hour day and/or 40-hour week) shall be compensated at the workshop rate.

~~29.6.4. A thorough study of the Special Education Program, its delivery of services, and the utilization of special education staff shall be conducted by April 30, 2016. Study topics will include an assessment of student and staff supports needed, the utilization of Special Education staff, and the availability of a full continuum of services. The study will include input from a balance of stakeholder groups, including but not limited to special education teachers, related services staff, general education teachers, administrators, and parents. Any recommendations from the study shall be considered to improve overall Special Education service delivery, and recommendations within the scope of bargaining shall be referred to the Association and the District for future negotiations. The study shall be conducted by a mutually agreed upon third party.~~

29.6.4. The District shall propose job descriptions for all certificated Special Education unit member positions. However, no later than thirty (30) work days after the Board approval of this Agreement, the District shall propose job descriptions for the Education Specialist and Resource Specialist positions.

29.6.5 No later than thirty (30) work days from Board approval of this Agreement, the District shall develop parties shall convene a committee comprised of five (5) members appointed by the District, five (5) Special Education Educators appointed by the Association teachers, and five (5) members of the Special Education Community Advisory Committee parents selected by the Special Education Community Advisory Committee to review and

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discuss appropriate supports for students with disabilities in the Least Restrictive Environments. This shall include, but not be limited to, an operational description of the change of placement process and discussion about the continuum of service options. The committee shall make a report to the Superintendent no later than one year from the Board approval of this Agreement.

**Section 29.7: ADEQUATE SPACE**

It is important that all unit members who teach students with IEPs in a separate setting, other than in general education classrooms, such as the Resource Specialist Program (RSP), either mild/moderate or moderate/severe, Deaf and Hard of Hearing (DHH), and/or related services staff have adequate and appropriate classroom space. The District shall provide such unit members with adequate classroom or workspace and all appropriate equipment. The District should work with sites which have limited space availability to explore the possibility of locating an alternative facility on site.

**Section 29.8: ITINERANT STAFFING**

The District and the Association recognize the contribution of itinerant staff assigned to the Adaptive Physical Education, Visually Impaired, and Physically Handicapped programs and of school psychologists assigned to work with special education pupils. As the student population increases, the District will make every effort to minimize the workload impact. The Special Education Division will work with itinerant staff to minimize the impact and equalize workloads. The District will not reduce the following full-time equivalents (FTE's) below:

	<u>Program</u>	<u>FTE's</u>
29.8.1.	Adaptive Physical Education	32.5
29.8.2.	Visually Impaired	11.5
29.8.3.	Physically Handicapped	8.0
29.8.4.	School Psychologists	65.0

FOR SDEA:

FOR THE DISTRICT:

 3/22/18  
Lindsay Burningham Date

 3-22-18  
Jessica Falk Michelli Date

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President

Executive Director, Labor Relations



3/22/18

Erin Clark  
Field Organizer

Date



3-22-18

Acacia Thede  
Executive Director, Human Resources

Date

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## TENTATIVE AGREEMENT – FEBRUARY 1, 2018

SDEA Proposal Passed November 2, 2017  
District Proposal Passed November 15, 2017  
SDEA Proposal Passed November 30, 2017  
District Proposal Passed January 18, 2018

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### ARTICLE 30 - CHARTER SCHOOLS

#### **Section 30.1: PROCESS FOR APPROVAL OF CHARTER PETITIONS**

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

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

#### **Section 30.2: LEAVE AND RETURN RIGHTS**

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

~~30.2.3. A unit member initially employed by the District who is declared in excess at a charter school may return to regular district employment under the procedures governing the placement of excessed unit members set forth in Article 12 of this Agreement.~~

~~30.2.4. A unit member initially employed by the District who is administratively transferred from a charter school shall return to regular district service in accordance with the administrative transfer provisions set forth in Article 12 of this Agreement.~~

~~30.2.5. Unit members initially employed by the District who are not subject to provisions 30.2.2., 30.2.3., or 30.2.4. above shall have the right to participate in the voluntary transfer process set forth in Article 12 of this Agreement.~~

~~30.2.6. Upon expiration or termination of a charter, unit members initially employed by the District shall have the right to return to an assignment in the District, unless the unit member has been laid off by the District. Such returning unit members may exercise any transfer rights provided under Article 12 of this Agreement.~~

**Section 30.3: — GENERAL PROVISIONS**

~~30.3.1. Upon return to district service from a charter school, returning unit members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to unit members under this Agreement.~~

~~30.3.2. All unit members serving in charter schools will retain their original district seniority dates for purposes of determining their eligibility for all other rights and benefits provided under this Agreement.~~

~~30.3.3. A unit member initially employed by the District who is assigned to a charter school may be considered for summer school/intersession assignments at other school within the District.~~

**Section 30.4: — HEALTH AND WELFARE BENEFITS**

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

~~30.4.1. The charter school agrees to continue to purchase group health coverage through the District, and~~

~~30.4.2. The charter school agrees to adhere to the district group eligibility requirements and other terms and conditions of participation set forth by each carrier and/or by the San Diego County Schools Voluntary Employee Benefits Association (VEBA).~~

The Parties agree to develop a collaborative approach to ensure that all students attending publicly funded schools within the San Diego Unified School District are provided a quality education and that all schools are held to the same standards of accountability, equity, and transparency. To this end, the Parties agree that:

**Educational and Community Impact**

The District shall require an educational and community impact analysis As part of the authorization process for a new charter school or reauthorization of an existing charter school the District shall consider the educational and community impact to our school communities. The

reports shall address the full learning needs of all students at the school being considered, take into account the educational and economic impact of authorizing a new charter school or reauthorizing an existing charter school on other schools within the surrounding community, consider current and projected demographic and affordability changes within the surrounding community, and address land use and planning in the surrounding community.

### **Non-Discrimination**

The District shall annually review the enrollment policies and procedures of all authorized charter schools to ensure that they do not contain, and that the schools do not engage in, any illegal or exclusionary admissions policies or practices that may discourage enrollment.

In conjunction with the renewal of a charter school petition, a mandatory annual report of student suspensions and expulsions, and dismissals shall be provided by every school, including charter schools, to the District. These reports shall be disaggregated by race/ethnicity, gender, age, grade level, free/reduced meal status, disability status, ELL students, and foster children shall be prepared and made available to the public upon request, to the extent permitted by law.

An investigation by the District shall be initiated if 5% or more of Special Education and/or ELL students leave, transfer, are dismissed, or are expelled from a charter school during a single academic year.

In accordance with California Education Code, Section 47605, the District shall request cumulative pupil records, transcripts, and health information for any student who leaves a charter school, and produce a monthly public report for the Board of Education of all students who leave charter schools authorized by SDUSD.

### **Student Safety**

The District shall provide an annual report of all schools located in facilities that are not Field Act compliant. This report shall be made available to the public upon request. The District shall ensure that families of students who attend charter school in facilities that are not Field Act compliant are notified prior to the start of each school year.

### **CHARTER SCHOOL CO-LOCATION**

The parties agree that the implementation of Proposition 39 shall not negatively impact the instructional program of SDUSD schools, including the potential expansion of schools and programs that may reduce available space for co-location. The District shall require an As part of its process to evaluate Prop 39 facility requests, the District shall consider the educational and community impact analysis as part of the process of considering placement of a charter school on an SDUSD campus as a of any proposed co-locations. The reports must address the full learning needs of all students at the school being considered, and take into account the impact of charter school co-location on the existing campus and students and on other schools within the surrounding community.

All charter school visits to a school for the purpose of examining the campus configuration for potential co-location shall include at least one parent of the impacted school and one SDEA Association Representative from the impacted school.

No later than November 15 of each school year The District shall provide the Association with a list of any and all charter schools recommended for a Prop 39 preliminary offer for co-location, that have requested space on an existing school campus for potential co-location in the following school year. The provided list shall include the name of the charter school, school(s) requested for potential co-location, and the amount of campus space requested.

**The District shall notify the families of student attending schools affected by the potential co-location of the preliminary offer of co-location and of the educational and community impact of the proposed co-location.**

The District shall ensure that each school identified for a potential charter co-location the following year shall host a parent/community meeting at the impacted school site, no later than March 15. The District shall include general information regarding educational and community impacts of co-location when the District sends the invitation for the meeting. Potential specific impacts to the school site will be discussed at the meeting.

The District agrees that before approving any charter school co-location, presenting any preliminary facilities offers the District shall ensure verify that at least 80 students, per Proposition 39, are projected to be enrolled in the charter school for the following school year. Any space over-allocated to a charter school is subject to be returned to the District school for use immediately. The District may allow the charter school to keep over-allocated space for the remainder of a semester provided that the charter is charged for over-allocated space up to what is allowable under state law.


Should any co-located charter school experience declining enrollment while the impacted District campus is experiencing enrollment growth, the District will immediately examine the campus configuration during its annual Prop 39 process to determine a process and timeline for potentially returning currently co-located space back to the impacted District school.

The parties agree to establish a Co-Location Advisory Panel-Work Group. The Panel Work Group shall be comprised of ~~three (3)~~ five (5) Association Representatives and ~~three (3)~~ five (5) District representatives. The ~~panel- Work Group shall study all issues related to the will~~ study the impacts of co-location on school sites and the with respect to the implementation of Proposition 39.

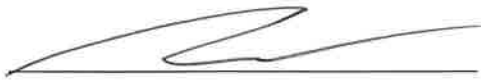
The ~~panel~~ Work Group shall convene ~~not less no fewer~~ than three (3) times during the 2018-2019 school year. ~~and shall have access to relevant data from the District and authorized charter schools requesting co-location space or currently co-locating on an existing school campus.~~

The panel shall ~~The Association~~ **The Work Group** may make recommendations to ~~the SDUSD~~ the **Board of Education Superintendent** regarding co-locations: **no later than June 1 of the 2019 school year.**

FOR SDEA



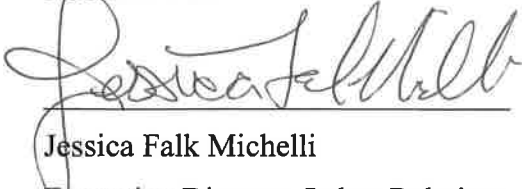
Lindsay Burningham  
President



Erin Clark  
Field Organizer

Date: 2/1/18

FOR SDUSD



Jessica Falk Michelli  
Executive Director, Labor Relations



Acacia Thede  
Executive Director, Human Resources

Date: 2-1-18





**TENTATIVE AGREEMENT – MARCH 1, 2018**

**San Diego Education Association  
Proposal To The  
San Diego Unified School District  
Successor Collective Bargaining**

**SDEA Proposal Passed September 7, 2017  
District Counter Proposal Passed September 21, 2017  
On October 19, 2017, SDEA Re-passed their September 7, 2017 proposal as part of a package  
District Proposal Passed November 28, 2017  
SDEA Proposal re-passed February 15, 2018  
District Proposal passed February 22, 2018  
SDEA Proposal Passed March 1, 2018**

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**ARTICLE 33 – ~~LETTERS OF REPRIMAND & SUSPENSIONS~~  
DISCIPLINE**

**Section 33.1: PURPOSE**

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

**Section 33.2: LETTERS OF REPRIMAND**

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

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

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

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

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

33.2.2. In cases of egregious conduct, the supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.

**33.2.3 Written reprimands covered by the Article shall be subject to the grievance procedure.**

**~~Section 33.23: SUSPENSIONS~~**

*SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

~~33.3.1. The suspension procedures in this Section are adopted pursuant to Government Code Section 3543.2. These procedures exclusively govern unit member suspensions without pay up to fifteen (15) days. Nothing herein shall be construed to deny to the Board of Education rights prescribed by law.~~

~~33.3.2. Unit members may be suspended for any of the reasons set forth in the Education Code Section 44932. These reasons include, but are not limited to: unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the governing board of the school district.~~

~~33.3.3. Except in cases of egregious conduct by a unit member, before a unit member is recommended for suspension he/she shall have been apprised of his/her performance deficiencies by each of the following methods: one verbal warning, one written warning, and one letter of reprimand.~~

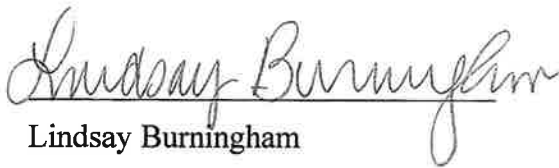
~~33.3.4. Unit members to be suspended shall be provided a written statement of the charges forming the basis for the suspension.~~

**Section 33.34: EXCLUSIONS**

33.34.1. This Article does not apply to or impose conditions for the dismissal of unit members or the non-reelection of probationary unit members. This Article also does not apply to the issuance of notices of unprofessional conduct or the issuance of notices of unsatisfactory performance relating to dismissals or ~~relating to suspensions not covered by this Article~~. These matters shall be governed exclusively by the Education Code.

33.34.2. ~~Written reprimands and suspensions covered by this Article shall be governed by the Education Code. Unit members retain their right to demand a hearing to contest the suspension. The District may implement the suspension prior to any hearing or appeal. Suspensions are not be subject to the grievance procedure. If the Administrative Law Judge (ALJ) determines that all or part of the suspension was not justified, applicable backpay shall be provided to the member.~~

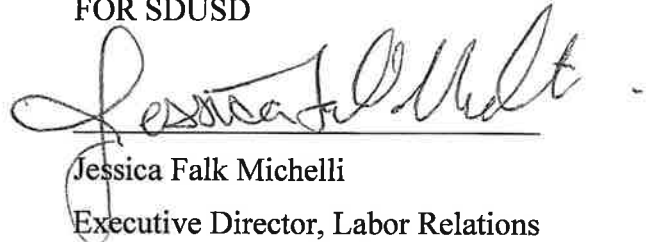
FOR SDEA



Lindsay Burningham

President

FOR SDUSD



Jessica Falk Michelli

Executive Director, Labor Relations

*SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

FOR SDEA



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Erin Clark  
Field Organizer

Date: 3/1/18

FOR SDUSD



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Acacia Thede  
Executive Director, Human Resources

Date: 3/1/2018

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*SDEA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

**TENTATIVE AGREEMENT – NOVEMBER 15, 2017**

**Successor Bargaining  
San Diego Unified School District and  
San Diego Education Association**

**SDEA Proposal Passed November 2, 2017  
District Proposal Passed November 15, 2017**

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**ARTICLE 34 – REVENUE FOR PUBLIC EDUCATION**

The Association and the District shall promote a Board resolution in support of, and to formally advocate for, the position that District schools be funded at a minimum of \$20,000 per pupil by the year 2020.

FOR SDEA



Carlos H. Mejia  
Executive Director

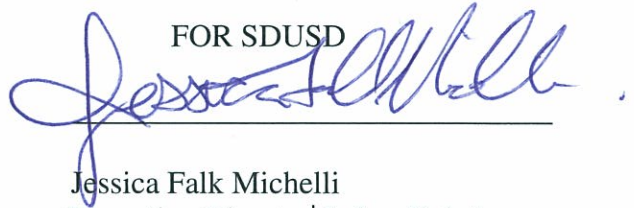


Ronald Reese  
Bargaining Chair

Date:

11/15/17

FOR SDUSD



Jessica Falk Michelli  
Executive Director | Labor Relations



Acacia Thede  
Executive Director Human Resources

Date:

11/15/2017



**TENTATIVE AGREEMENT – November 15, 2017  
Between San Diego Unified School District and  
San Diego Education Association  
2017 Successor Bargaining**

**SDEA Proposal Passed November 2, 2017  
District Proposal Passed November 15, 2017  
SDEA Proposal Passed November 15, 2017  
District Proposal Passed November 15, 2017**

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**ARTICLE 35 – PARENT TEACHER HOME VISITS PROJECT**

Parent Teacher Home Visits (PTHV) were developed by parents and teachers and based upon community organizing principles of empowerment. The goals of the project are to build a stronger partnership between teachers and parents, promote the District, and to work with schools to improve student outcomes. This Article pertains only to home visits conducted pursuant to the PTHV project.

**Section 1.0: PARENT TEACHER HOME VISITS COMMITMENTS:**

The parties agree that home visits shall be conducted utilizing the formal PTHV model and its five core practices:

- 1.1 Visits are always voluntary for educators and families and arranged in advance.
- 1.2 Educators are trained and compensated for visits outside their school day.
- 1.3 Focus of the first visit is relationship-building; we discuss hopes and dreams.
- 1.4 No targeting – visit all or a cross-section of students so there is no stigma.
- 1.5 Educators conduct visits in pairs, and after the visit, reflect with their partner.
- 1.6 School site participation in PTHV requires support of the site governance team.
- 1.7 Unit member participation in the PTHV program request the following commitments:
  - 1.7.1 Completion of a PTHV training, conducted by PTHV staff.
  - 1.7.2 Attendance at two (2) formal debrief sessions to be conducted annually.
  - 1.7.3 Documentation of visits on a form jointly developed by the District and the Association.

This project will focus on the District's high priority schools. The District will reprioritize the use of professional development funds to support this project up to thirty thousand dollars (\$30,000) per year for the 2017-2018 and 2018-2019 school years.

**Section 2.0: COMPENSATION**

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

Certificated unit members who participate in the project shall be paid the hourly Non-classroom Assignment rate (Appendix A, Section 7.011) for the home visits. No more than 1.5 hours of the Non-classroom Assignment rate shall be paid for each visit.

**Section 3.0: ASSESSMENT**

The parties shall work collaboratively to develop a process and methodology for assessment of the impact of PTHV.

**FOR SDEA**

  
\_\_\_\_\_  
Carlos H. Mejia

Date: 11/15/17

  
\_\_\_\_\_  
Ron Reese

Date: 15 Nov 2017

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Jessica Falk-Michelli

Date: 11-15-17

  
\_\_\_\_\_  
Acacia Thede

Date: 11/15/2017

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

**TENTATIVE AGREEMENT- April 3, 2018**

**District Proposal passed September 21, 2017 as part of package  
SDEA Proposal passed October 19, 2017 as part of package  
SDEA Proposal passed November 15, 2017 as part of package  
District Proposal passed November 28, 2017 as part of package  
SDEA Proposal passed January 18, 2018 as part of package  
SDEA Proposal passed February 22, 2018 as part of package  
SDEA Proposal passed March 1, 2018 as part of package  
District Proposal passed March 22, 2018 as part of package  
SDEA Proposal passed March 22, 2018 as part of LBFO  
District Proposal Passed April 3, 2018  
SDEA Proposal Passed April 3, 2018  
District Proposal Passed April 3, 2018**

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**ARTICLE 34 36 – EFFECT OF AGREEMENT**

**Section 34.1: ZIPPER CLAUSE**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

**Section 34.2: SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 34.3: CHANGES, AMENDMENTS, AND SUPPLEMENTS**

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the Parties. Upon ratification by the Association and the Board of Education, any such changes, amendments or supplemental agreements shall be implemented.

**Section 34.4: RATIFICATION AND IMPLEMENTATION**

When the Association and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and to the Board of Education for ratification. When the membership of the Association and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

**Section 34.5 : DURATION CLAUSE**

~~This Agreement is entered into on May 1, 2015.~~ This Agreement shall become effective on July 1, ~~2013~~ 2017 and will remain in effect until June 30, ~~2016~~ 2020, except as follows:

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*



**TENTATIVE AGREEMENT – FEBRUARY 1, 2018**

**SDEA Proposal Passed November 2, 2017**  
**SDEA Proposal Passed December 14, 2017 (Appendix G)**  
**District Proposal Passed January 18, 2018**  
**SDEA Proposal Passed January 18, 2018 (Part of Package Proposal)**

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**APPENDIX A, B, F, and G – SALARY RULES**  
**Sections 2.00 and Subsections**

*Negotiations will continue on the remainder of Appendices A, B, F and G.*

**Appendix A**

**2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT**

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States **regional** accrediting association which awards accreditation to institutions of higher education for training in specified professions.

**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 010 Bachelor's degree.

Column 011 Master's degree or 36 semester units of creditable upper division or graduate work.

Column 012 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 013 Master's degree with a total of 72 semester units of upper division or graduate work.

Column 014 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).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

Column 013 Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.

Column 014 Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., or Ed.D., or other earned of equivalent academic status), or Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

## 2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

### 2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; ~~or~~ reasonably related to the unit member's district assignment; ~~or~~ related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; **or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.**

### 2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit

members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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

Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

2.024 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)

Course work posted in CEUs or PDUs is creditable for salary placement or advancement for unit members in the following classes: Audiologist, Counselor, Library Media Teacher, School Nurse, School Psychologist, and Speech-Language Pathologist if it is determined that:

- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,
- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE

Units taken toward earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

2.027 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

**2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION**

**The parties agree to collaboratively develop a process for verifying Association sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.**

**Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.**

**SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association sponsored programs that have been approved for credit by the District. Participation in Association sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.**

~~2.028~~ **2.029 REPEATED COURSE**

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

~~2.029~~ **2.030** NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for the program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

## Appendix B

### 2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable lower division, upper division or graduate units from regularly accredited community colleges or other accredited institutions of higher education.

Eligible unit members will advance to a higher column effective on the first date of contract service in a school year provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by September 30 of the current school year and a copy of said transcript is filed with the district on or before November 15. If the transcript is filed after November 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

Eligible unit members will advance to a higher column effective on the first day of February provided that the minimum number of qualifying units or the advanced degree is posted on an official transcript as having been completed by January 31 of the current school year and a copy of said transcript is filed with the district on or before March 15. If the transcript is filed after March 15, the unit member will advance to the higher column effective the first of the month following receipt of the transcript.

An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States ~~regional~~ accrediting association which awards accreditation to institutions of higher education for training in specified professions.

### 2.01 DEFINITION OF COLUMNS

Column 010            Child Development Permit or Children's Center Instructional Permit.

Column 011    Associate of Arts Degree or Associate of Science Degree plus a two (2) unit course in adult supervision and a Child Development Permit or Children's Center Instructional Permit.

Column 012    Associate of Arts Degree or Associate of Science Degree plus completion of thirty (30) additional semester units of creditable upper or lower division course work plus a two (2) unit course in adult supervision with a Child Development Permit or Children's Center Instructional Permit.



- Column 013 Bachelor's degree with a Child Development Permit or Children's Center Instructional Permit plus completion of a two (2) unit course in adult supervision.
- Column 014 Bachelor's degree with fifteen (15) semester units of creditable upper division or graduate work with a Child Development Supervisor Permit or Children's Center Supervisory Permit plus completion of a two (2) unit course in adult supervision.

## 2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

### 2.021 CREDITABLE COURSE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor or reasonably related to the unit member's district assignment, or related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular lower, upper or graduate course number series.

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; ~~or~~ reasonably related to the unit member's district assignment; ~~or~~ related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; **or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.**

### 2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

Course work taken through a district-sponsored professional development program by a district visiting teacher prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

2.023 EXTENSION, PROFESSIONAL, CONTINUING EDUCATION, AND TRAVEL COURSES

Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Appendix A, Section 5.00 of the Salary Rules and Regulations.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

2.024 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.025 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

2.026 CREDENTIAL COURSE WORK COMPLETED CONCURRENTLY WITH BACHELOR'S DEGREE

Units taken towards earning a credential taken concurrently with the bachelor's degree coursework will be credited in the same manner as other units taken after the bachelor's degree provided the

college granting the bachelor's degree certifies which courses were taken in the college approved credential program.

2.027 NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and the verification of the completion of the exams. Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation by the Human Resources administrator responsible for this

program. These forms may be obtained at the Human Resource Services Division and are to be submitted to that office.

**2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION**

**The parties agree to collaboratively develop a process for verifying Association sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.**

**Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.**

**SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association sponsored programs that have been approved for credit by the District. Participation in Association sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.**

## Appendix F

### 2.00 INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States **regional** accrediting association which awards accreditation to institutions of higher education for training in specified professions.

### 2.01 DEFINITION OF COLUMNS

To be creditable, course work must be completed after the date of the bachelor's degree except as noted in Section 2.025.

- Column 011 Master's degree or 36 semester units of creditable upper division or graduate work.
- Column 012 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 013 Master's degree with a total of 72 semester units of upper division or graduate work.
- Column 014 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).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

- Column 013 Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.
- Column 014 Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status), or

Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; ~~or~~ reasonably related to the unit member's district assignment; ~~or~~ related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; **or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.**

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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

Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

Application for course approval may be made by a unit member on an individual basis or by a district manager or sponsoring institution on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

2.024 CONTINUING EDUCATION UNITS (CEU) AND PROFESSIONAL DEVELOPMENT UNITS (PDU)

Course work posted in CEUs or PDUs is creditable for salary placement or advancement for unit members in the following classes: Audiologist, Counselor, Library Media Teacher, School Nurse, School Psychologist, and Speech-Language Pathologist if it is determined that:

- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,
- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

2.027 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

**2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION**



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The parties agree to collaboratively develop a process for verifying Association sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.

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Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.

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SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association sponsored programs that have been approved for credit by the District. Participation in Association sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

## Appendix G

### INITIAL COLUMN PLACEMENT AND COLUMN ADVANCEMENT

For salary placement and advancement purposes, degrees and units must be earned academic degrees and creditable upper division or graduate units from regularly accredited institutions of higher education. Qualifying course work posted on an official transcript as semester, quarter, or trimester units and received in the Human Resource Services Division by June 30 of the current school year is creditable for column placement or advancement in the current school year. An academic degree and units from a foreign college or university will be credited if the registrar of a regularly accredited institution of higher education certifies that the degree or unit in question is equivalent to an earned academic degree or unit granted by the accredited institution.

Accredited institution of higher education means an institution of higher education in the United States, fully accredited by a United States ~~regional~~ accrediting association which awards accreditation to institutions of higher education for training in specified professions.

#### 2.01 DEFINITION OF COLUMNS

To be creditable, course work must be completed after the date of the bachelor's degree except as noted in Section 2.025.

- Column 011     Master's degree or 36 semester units of creditable upper division or graduate work.
- Column 012     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 013     Master's degree with a total of 72 semester units of upper division or graduate work.
- Column 014     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).

Effective July 1, 2016, the following modifications will be effective to Column 013 and Column 014:

- Column 013     Master's degree with 66 semester units of upper division or graduate work, or Bachelor's degree with a total of 72 semester units of upper division or graduate work.
- Column 014     Master's degree with 84 semester units of upper division or graduate work, possession of an earned doctoral degree (Ph.D., Ed.D., or other earned degree of equivalent academic status), or

Bachelor's degree with a total of 90 semester units of creditable upper division or graduate work.

2.02 COURSE WORK CREDITABLE FOR COLUMN PLACEMENT AND ADVANCEMENT

2.021 UPPER DIVISION AND GRADUATE WORK

Course work is creditable if it is a course taken for credit at an accredited institution, within the major or minor; ~~or~~ reasonably related to the unit member's district assignment; ~~or~~ related to a potential future certificated assignment and posted as semester, quarter, or trimester units on an official transcript in the institution's regular upper division or graduate course number series; or the nature of the course can be expected to provide a substantial increase in the unit members skill, knowledge or understanding of the District assignment.

2.022 DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION

Course work taken through a district-sponsored professional development program by a district substitute prior to contract employment or by a unit member is creditable if the course meets the requirements of Section 2.021.

Unit members shall have the option to receive units for attendance at professional development or in-services that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at District sponsored programs that have been approved for credit by the District. Participation in District sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.

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Course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resource Services Division or by the Certificated Salary Evaluating Committee, and meets the time requirements for submission of documentation in Section 5.00.

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- A. The course is required to maintain a current license, certificate, or credential necessary for placement or continued employment,
- B. The course is reasonably related to the unit member's current assignment,
- C. Units are posted on an official transcript, certificate, or other document as CEUs or PDUs and received in the Human Resource Services Division by June 30 of the current school year, and
- D. The sponsoring institution meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

For purposes of salary advancement CEUs and PDUs will be converted to semester units on the basis of 10 class hours = 2/3 of a semester unit.

2.025 COURSE WORK COMPLETED AFTER MEETING BACHELOR'S DEGREE REQUIREMENTS

Qualifying upper division or graduate course work completed after meeting the Bachelor's degree requirements and prior to granting of the bachelor's degree will be credited in the same manner as

Salary Rules for Appendix G  
(continued)

course work taken after the bachelor's degree provided that the registrar of the college granting the bachelor's degree certifies that the additional course work was not part of the requirements for granting the bachelor's degree.

2.026 ADVANCED DEGREES

Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment will be credited for column advancement or placement. Other advanced degrees and the individual courses leading to those advanced degrees will be credited only in accordance with Section 2.03.

2.027 REPEATED COURSE

Credit may be allowed for a repeated course provided at least five years have elapsed between completion dates of the two courses. Courses are not considered duplicate courses if they are taken at different institutions under different instructors even though the course titles may be similar.

**2.028 SDEA SPONSORED PROFESSIONAL DEVELOPMENT EDUCATION**

**The parties agree to collaboratively develop a process for verifying Association sponsored and delivered professional development training to be available to SDEA members in good standing beginning in the 2018-2019 school year.**

**Coursework taken through an Association-sponsored professional development program by any SDEA member in good standing, including Visiting Teachers prior to contract employment, is creditable if the course meets the requirements of Section 2.021.**

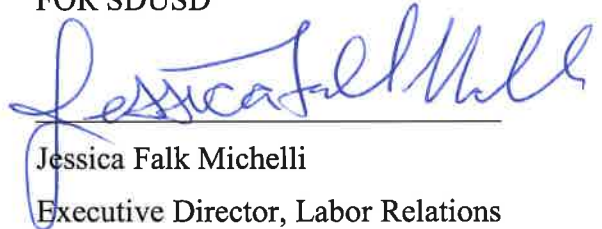
**SDEA members in good standing shall have the option to receive units for attendance at professional development or in-service that occur after the required on-site duty day. One semester unit will be allowed for each fifteen (15) hours of attendance at Association sponsored programs that have been approved for credit by the District. Participation in Association sponsored trainings, professional development and workshops must be verified. When unit members have the option of receiving compensation for attendance at professional development or in-services that occur after the required on-site duty day, attending members may choose to receive hours/units toward salary schedule advancement in lieu of compensation.**

FOR SDEA

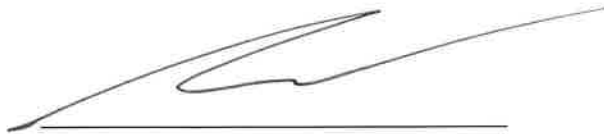


Lindsay Burningham  
President

FOR SDUSD



Jessica Falk Michelli  
Executive Director, Labor Relations



Erin Clark  
Field Organizer



Acacia Thede  
Executive Director, Human Resources

Date: 2/1/18

Date: 2-1-18





Tentative Agreement- April 4, 2018

**San Diego Education Association  
Proposal To The  
San Diego Unified School District  
Successor Collective Bargaining**

**SDEA Proposal Passed November 2, 2017  
SDEA Proposal Passed December 14, 2017 (Appendix G)  
District Proposal Passed January 18, 2018  
SDEA Proposal Passed January 18, 2018 (Part of Package Proposal)  
Tentative Agreement February 1, 2018 (section 2.00-2.030 of A, B, F, &G)  
SDEA Proposal Passed February 22, 2018 (Part of Package Proposal)  
District Proposal Passed March 1, 2018  
SDEA Proposal Passed March 1, 2018  
District Proposal Passed March 22, 2018  
SDEA Proposal Passed March 22, 2018 as LBFO  
District Proposal Passed April 3, 2018  
SDEA Proposal Passed April 3, 2018  
District Proposal Passed April 3, 2018  
SDEA Proposal Passed April 3, 2018**

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**APPENDIX A, B, F, and G – SALARY RULES**

*On February 1, 2018, the District and SDEA reached a Tentative Agreement on Appendix A, B, F, and G sections 2.00 through 2.030.*

**Appendix A.**

**Effective July 1, 2018, the basic contract year for nurses shall be one hundred eighty-six (186) work days, including two (2) days immediately prior to the teachers' official first day of work in the school year.**

**Appendix G. (Speech-Language Pathologist Salary Schedule Rules)**

**3.04 TOTAL EXPERIENCE CREDIT**

Effective July 1, 2018, experience credit is allowed only in original placement on the salary schedule. All creditable experience must be verified by official documents or statements from employers or other disinterested persons before advanced step placement will be made. A maximum of ten months of experience will be credited within any 12-month period. In evaluating experience credit, partial years will be added together and the total will determine the step placement. Break points for determining step placement are:

This language is not intended to compact the salary schedule. The parties agree to meet and discuss the implementation of this language.

<u>Step</u>	<u>Months of Experience</u>
1	0 - 7.3

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*



**Settlement Agreement  
April 3, 2018**

***In the Matter of Secondary Classroom Teacher Allocation*  
SDEA Grievance G-FY16-027**

**RECITALS**

A. On February 14, 2017, the San Diego Education Association ("SDEA") filed a grievance ("Grievance") in which it alleged the San Diego Unified School District ("District") violated Article 13, section 13.3 of its Collective Negotiation Agreement ("contract") and "other applicable policies, practices, laws and contract sections" when the District directed its secondary school sites that College, Career and Technical Education ("CCTE") teachers were to be included in their respective base allocations for certificated personnel units ("CPUs") if they chose to offer CCTE programs.

B. This direction from the District resulted from the District's need to make budget cuts, by which it reduced ongoing expenditures by six million dollars (\$6,000,000) annually.

C. As a result of the inclusion of CCTE teachers in secondary sites' base allocations, a number of SDEA members were displaced from their positions, the total number of teaching positions in the District was reduced, and SDEA members were laid off by the District. SDEA contends these positions must be restored.

D. The District, for its part, disputes that it violated any portion of the SDEA contract; including, but not limited to, Article 13, section 13.3. The District, further, contends that there is nothing in the SDEA contract and nothing dictated by past practice which required or requires the District to allocate CCTE teachers in addition to the base allocation for CPUs set forth in Article 13, section 13.3 of the contract.


E. This matter is currently set for arbitration on April 24, 2018. Both the District and SDEA, each recognizing the potential for an adverse decision, desire to resolve the Grievance in accordance with the terms and conditions set forth in this Settlement Agreement.


**BASED ON THE FOREGOING, IT IS HEREBY AGREED AS FOLLOWS:**

1. The aforementioned Recitals are incorporated herein by reference.
2. In order to resolve the Grievance in its entirety, and in exchange for the dismissal and release provided for below, the District agrees to make a one-time payment in the sum of six million dollars (\$6,000,000), calculated as the value of one year's savings realized by the District as a result of the inclusion of CCTE teachers in school site base allocations, which shall be distributed as follows:
  - A. To regular contract SDEA unit members employed by the District as of June 30, 2018, on a pro rata basis calculated at one percent (1%) of each member's base salary rate in effect on June 30, 2018, to be paid no later than August 1, 2018.
  - B. To non-regular contract unit members employed by the District as of June 30, 2018, calculated at one percent (1%) of the unit member's 2017-2018 wages earned by June 30, 2018 and paid no later than July 10, 2018. The one percent (1%) shall be paid no later than August 1, 2018.


3. In exchange for the payment identified above, SDEA for itself and each of its members, agrees to dismiss the Grievance and release the District from any and all claims, present or future, relating to the inclusion of CCTE teachers in school site base allocation of CPUs; including but not limited to, specifically, any claim that inclusion of CCTE teachers in any school site's base allocation violates Article 13, section 13.3 or any other provision of the contract or constitutes an unfair labor practice charge.
4. This Agreement is non-precedential and only addresses the allegations and facts of this Grievance No. FY16-027.
5. This Agreement is not, and shall not be construed as an admission of liability, fault or wrongdoing of any kind by any of the Parties hereto.
6. For the purposes of this Agreement, there is no prevailing party.
7. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.


**For the District:**

 4/4/18  
\_\_\_\_\_  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

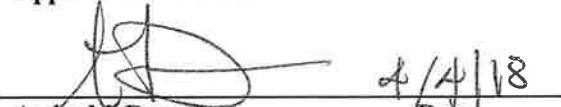
 4/4/18  
\_\_\_\_\_  
Acacia Thede Date  
Executive Director, Human Resources

**For the Association:**

 4/4/18  
\_\_\_\_\_  
Lindsay Burningham Date  
President, San Diego Education Association

 4/4/18  
\_\_\_\_\_  
Erin Clark Date  
Organizer, San Diego Education Association

**Approved as to form:**

 4/4/18  
\_\_\_\_\_  
Andra M. Donovan Date  
General Counsel