

COLLECTIVE NEGOTIATIONS CONTRACT

between the

BOARD OF EDUCATION

SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

ADMINISTRATORS ASSOCIATION SAN DIEGO CITY SCHOOLS

CERTIFICATED SUPERVISORS' UNIT




July 1, 2022 through June 30, 2025

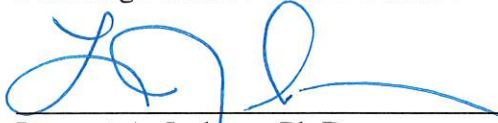
**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**and the**  
**ADMINISTRATORS ASSOCIATION SAN DIEGO CITY SCHOOLS**  
**CERTIFICATED SUPERVISOR'S UNIT**

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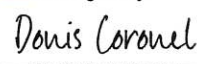
The following Collective Negotiations Contract has been reached by designated representatives of the San Diego Unified School District and the Administrators Association San Diego City Schools, Certificated Supervisor's Unit, in accordance with the California Educational Employment Relations Act.

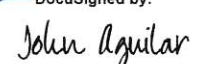
FOR THE DISTRICT:

  
Sabrina Bazzo  
President, Board of Education  
San Diego Unified School District

  
Lamont A. Jackson, Ph.D.  
Superintendent of Public Education  
San Diego Unified School District

FOR THE ASSOCIATION:

DocuSigned by:  
  
9D512E0EE24F411  
Donis Coronel  
Executive Director, AASD

DocuSigned by:  
  
EBF11D9CE2FA4BE...  
John Aguilar  
Bargaining Chair, AASD

Adopted by the Board of Education

Date: July 11, 2023

Ratified by the Association

Date: June 21, 2023

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## **ARTICLE 1. RECOGNITION**

The Board of Education of the San Diego Unified School District (hereinafter District) recognizes the Administrators Association of San Diego (hereinafter AASD) as the exclusive bargaining representative of a bargaining unit of certificated supervisory employees described in the Public Employees Relations Board (hereinafter PERB) order of San Diego Unified School District and Administrators Association San Diego Case No. LA-RR-1159, dated April 22, 2009.

### **Section 1: BARGAINING UNIT COMPOSITION**

Refer to Appendix A for classifications which are included within the Bargaining Unit. Classifications may be added throughout the term of the contract. The Appendix shall be modified on the District's website within five (5) workdays of the modification and the contract Appendix amended at the initial printing of each successor contract.

### **Section 2: CLASSIFICATIONS**

- A. When the District creates a new certificated management, supervisory, or confidential classification it shall notify the Association within fifteen (15) workdays of the creation and the District's determination of bargaining unit status; if the Association disagrees with the District's determination it shall, within twelve (12) workdays of receiving notice of determination, notify the District and the Parties will meet in an attempt to resolve bargaining unit status. If the Parties are unable to reach agreement, the matter will be referred to PERB pursuant to law and PERB's procedures.
- B. The wages and work calendar for classifications added to the unit shall be set through the bargaining process, as reflected in subsection A (above), or referred to the Public Employment Relations Board.
- C. The District will, upon request, meet and negotiate any proposed changes which relate to titles, salaries, allocations of positions to classifications, and transferring work from one classification to another, for existing classifications within the bargaining unit.

## ARTICLE 2. ORGANIZATIONAL RIGHTS

### Section 1: ASSOCIATION REPRESENTATION

The method of selection of AASD stewards is solely the responsibility of AASD. The District agrees to recognize AASD appointed stewards and officers who may receive complaints and grievances, conduct AASD business appropriate to the administration of this contract, and conduct such other AASD business not otherwise precluded by this Agreement.

AASD representatives (staff, officers, and stewards) shall be granted access to District premises for the purposes of administration of this Agreement and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any conference at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official AASD business, without loss of time, pay, or benefits, providing that all time shall be paid at their regular rate of pay.

AASD leadership and their designees shall complete the Discipline/Grievance Process Reimbursement and Bargaining Sign In Sheet forms provided by the District for purposes of assisting in filing a mandated costs reimbursement claim with the State of California.

### Section 2: USE OF DISTRICT FACILITIES AND DISTRICT MAIL SERVICE

- A. AASD shall have the right to reasonable use of District buildings and facilities upon reasonable notice by the AASD to the District.
- B. AASD shall be permitted reasonable use of the District mail service or unit member mailboxes, and electronic technologies for communication with bargaining unit members.

### Section 3: DATA PROVIDED BY THE DISTRICT

- A. **Unit Member Data.** The District will provide AASD without cost, a hard copy and/or electronic copy of a listing of unit members. This list will include each unit member's employee identification number, name, address, home telephone number, District e-mail address, job site, site/department (work location), cost center code, date of hire, position title and the position code, assignment type, work year code, position equivalent, unit member status (permanent or probationary), seniority within classification, District seniority date, current hire date, and salary/step/rate and union membership status. (Addresses and telephone numbers will be deleted where privacy has been requested by the unit member).
- B. **Budget Information.** Upon request, the District will provide AASD with a hard copy of the planning and final budget reports submitted annually to the County Office of Education and the State Department of Education. Electronic copies are available through the District's website.

- C. **Charter School Proposals/Renewals.** The District will provide AASD with a hard and/or electronic copy of all new proposed charter schools and/or charter school renewals prior to the Board of Education taking action on such items.

**Section 4: PROFESSIONAL GROWTH**

- A. **Meetings and Conferences.** AASD and the District will co-sponsor professional growth meetings for AASD unit members.

The District will allow AASD members to plan these activities and to attend them during working hours. The District will allow the dissemination of publicity about these activities through regular District channels. The District will allow District A/V equipment to be used at these cosponsored/sponsored activities if it is not needed for other District activities.

- B. **Certificated AASD Professional Growth Fund.** The District and AASD shall each contribute \$2,500 annually to the Certificated AASD Professional Growth Fund. AASD shall have the right of determination of and authorizations for expenditures from this fund, including using funds to defray the cost for AASD unit members' attendance at AASD-sponsored professional development offerings. AASD shall ensure equitable usage of these funds amongst bargaining unit members. AASD shall forward reimbursement requests to the District for processing following their approval of the expenses. AASD shall directly provide unit members with reimbursement and shall in turn be reimbursed by the District for such payments. Expenditures shall not exceed the total funds available. The District will notify AASD if the availability of funds is insufficient to meet the requests submitted by AASD. Funds not expended shall accrue from year to year.
- C. **Unit members who participate in professional development activities or take coursework related to job-connected skills or potential careers with the District may qualify to have the cost of the activity fees, tuition, textbooks, or any other reasonably related expenses covered by the Professional Growth Fund. Excluded from these costs is the cost of travel, accommodations, mileage, pay outside the unit member's normal workday (overtime pay), or any type of per diem.**
- D. **The District is committed to ensuring high quality professional development for all of its leaders. To that end, the District will continue the past practice of partnering with AASD in support of the annual Spring Conference.**

**Section 5: CALENDAR**

- A. **The District agrees to establish a joint Calendar Committee composed of at least two (2) AASD representatives selected by AASD. The purpose of this Committee shall be to develop a multi-year master calendar. It shall be the goal of this Committee to present the calendar to the Board of Education for adoption one (1) year prior to its implementation.**

- B. In the event that AASD disagrees with the Committee's recommendations, the District, upon request, agrees to negotiate with AASD on the proposed Master Calendar prior to its adoption by the Board of Education. Such negotiations shall take place, as necessary, separate and apart from regular contract negotiations. Negotiations shall commence sufficiently in advance so that agreement can be reached prior to the new calendar(s) being adopted by the Board of Education.
- C. Any and all other considerations provided to any District bargaining group relative to this Committee shall be provided to AASD.

**Section 6: COMMITTEES**

- A. AASD shall be responsible for appointing or electing representatives to committees charged with making decisions or recommendations which affect the terms and conditions of employment of unit members covered under this Agreement.
- B. The District supports AASD members attendance at AASD events, including AASD's Board of Directors and committee meetings.

**Section 7: DISTRIBUTION OF AGREEMENT**

The District shall post this Agreement and all amendments thereto on the District's website within thirty (30) calendar days of Board of Education approval of the Agreement. AASD shall also be provided an electronic version of the Agreement by that date.

**Section 8: ADMINISTRATION OF AGREEMENT**

The Superintendent, or designee, will meet regularly with the AASD President or designee.

**Section 9: UNIT MEMBER RELEASE**

AASD shall have an unlimited number of workdays per fiscal year (July 1 - June 30) of leave to use for Association business. However, the number of days used by an individual unit member for Association business cannot exceed ten (10) workdays.

The Executive Board and Officers (President, Past President, Vice Presidents, and Secretary/Treasurer) of AASD, shall have an unlimited number of days to utilize for association business.

AASD will reimburse the District for the cost of the substitute for such absences.

In the event that there are problems or concerns with the implementation of Association leaves, either by the District or AASD, these issues shall be brought for resolution to the Executive Director Labor Relations, or designee, and the AASD President or designee.

**Section 10: SIDE LETTERS AND OTHER AGREEMENTS ENTERED INTO  
BETWEEN THE PARTIES DURING THE TERM OF THE**

The current Collective Bargaining Agreement and its appendices represent all agreements regarding mandatory subjects of bargaining between the District and AASD in effect on June 30, 2021. Any other agreements not explicitly incorporated into the Collective Bargaining Agreement, shall be unenforceable and not grievable. During the term of this Agreement, any additional agreements between AASD and the District must be made in writing and shall specify a term or shall expire upon ratification of the successor agreement between the Parties, unless explicitly incorporated into the successor Collective Bargaining Agreement. Signatories to all agreements shall include the President of AASD and/or their designee and the Executive Director of Labor Relations for the District and/or their designee. Agreements will only continue beyond expiration of the Collective Bargaining Agreement if explicitly incorporated into the Collective Bargaining Agreement. Any agreements entered into this section shall be grievable unless explicitly stated to the contrary.



## ARTICLE 3. DEFINITIONS

### Section 1: GENERAL DEFINITIONS

- A. Administrative Reassignment. An administrative reassignment is an involuntary change of an assignment of a unit member from one site or program to another site or program.
- B. Grievance. A "grievance" is a claim by one or more specifically named bargaining unit members or by AASD that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which adversely affects the grievant(s).
- C. Grievant. A "grievant" is a unit member, a group of unit members, or AASD.
- D. Group Grievance. A "group grievance" may be filed when there are mutually-agreed common questions of fact pertaining to each grievant.
- E. Internal Posting. A position posting which is open only to monthly salaried employees of the district or former permanent-status employees who are on a reemployment list as a result of a layoff, who meet specified qualifications and comply with the application procedures established by the District.
- F. Lateral Transfer. A lateral transfer is a change in position, responsibilities, or duties without a reduction in salary and/or benefits.
- G. Open Posting. A position posting which is open to all persons, whether employed by the district or not, who meet specified qualifications and comply with the application requirements of the District.
- H. Priority Consideration. Status provided to a unit member who meets minimum qualifications for the position, and for whom the District believes there is an adequate job fit for the position and environment. Priority consideration shall insure the unit member the position following an interview whenever the District determines the unit member is an adequate job fit for the position and environment.
- I. Promotion. The upward movement of a unit member from one job classification to a position in a job classification with a higher salary grade.
- J. Transfer. A transfer is a voluntary change of an assignment of a unit member from one site or program to another site or program.

## **ARTICLE 4. WAGES**

### **Section 1: SALARY**

- A. Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by ten percent (10%).
- B. Effective July 1, 2023, all salary schedules and corresponding rates of pay shall be increased by five percent (5%).
- C. The District and the Association shall reopen negotiations on this article during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

### **Section 2: EQUITY CLAUSE**

- A. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials Unit receives enhanced health and welfare benefits, AASD will receive the same enhanced benefit.
- B. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials Unit receives an across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, AASD will receive the same increase or bonus. This obligation will not be triggered by:
  - 1. Increases on enhancement to any other bargaining unit, the Non-Represented Management employee group or Confidentials, that will be paid for with resources currently allocated to that unit or group.
  - 2. Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements.
  - 3. Compensation or benefits provided to non-AASD employees or employee groups which are already extended to the AASD bargaining unit(s) under an existing collective bargaining agreement.
- C. In addition to the rights afforded in Section A-B: in the event that the District receives or identifies additional new State or Federal funds, which are noncategorical, unrestricted, not based on ADA growth, not from proceeds of the lottery, and do not represent reimbursement of expenditures made by the District, AASD shall have the right to a meeting with the District to discuss the allocation of these funds to various budget categories.
- D. In addition to the rights afforded in Section A-B, in the event that the District through its budget process identifies any additional funds; Average Daily Attendance (ADA) growth,

unidentified revenue, revenue, categorical, noncategorical, restricted, unrestricted funds, reserves, Cost of Living Adjustment (COLA), AASD shall have the right to a meeting with the District to discuss the allocation of these funds to the various budget categories.

**Section 3: MILEAGE**

Effective July 1, 2023, approved mileage for unit members will be the current applicable Internal Revenue Service rate. Unit members will submit mileage forms for approval and any payment.

**Section 4: EXEMPT UNIT MEMBERS REQUIRED TO WORK ON A DESIGNATED HOLIDAY**

Exempt unit members required to work on a designated holiday shall be paid an additional day's pay at their regular pay or given compensating time off.

**ARTICLE 5. HOURS**

**Section 1: WORKDAY AND WORKWEEK**

The District and AASD recognize the principle of a unit member eight (8) hour workday, and a forty (40) hour workweek for persons employed on a full-time basis during the regular school year. AASD certificated unit members are exempt from overtime compensation in accordance with existing law.

The District recognizes that the responsibilities of administrators do not lend themselves to a defined workday or work week of rigidly established length. The hours required will vary from day to day and week to week, however, the hours required of the administrator should be reasonable. Matters related to wages, hours of employment and other hours and conditions of employment, shall be subject to negotiations. Unit members’ presence at their school is important and necessary for successful teaching and learning.

**Section 2: WORK YEAR**

The work year for unit members is as follows:

High School Principal	228 Work Year Days
Elementary/Middle/K-8 Principal	219 Work Year Days
High School Vice Principal	193 Work Year Days
Elementary/Middle/K-8 Vice Principal	193 Work Year Days
Central Office Administrators, 12-Month	248 Work Year Days
Central Office Administrators, 11-Month	228 Work Year Days

Effective July 1, 2022, the work year for unit members is as follows:

High School Principal	228 Work Year Days
Elementary/Middle/K-8 Principal	219 Work Year Days
High School Associate_Principal	228 Work Year Days
Elementary/Middle/K-8 Associate_Principal	219 Work Year Days
Central Office Administrators, 12-Month	248 Work Year Days
Central Office Administrators, 11-Month	228 Work Year Days

**Section 3: WORK REQUIRED OUTSIDE OF THE WORK YEAR**

Certificated Administrators shall be paid pro-rata for all pre-approved work required to be performed on non-workdays during break periods (e.g. Spring, Thanksgiving, Winter, and Summer break periods).

**Section 4: WORK YEAR CALENDAR**

Work year calendars for all unit members shall be posted online within sixty (60) days of the Board of Education’s adoption of the academic calendar or by March 15 of each year for the next work year (whichever comes first).

## ARTICLE 6. HEALTH AND WELFARE BENEFITS

### Section 1: BENEFITS AND REOPENERS DURING THE TERM OF THE SUCCESSOR AGREEMENT

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

### Section 2: ELIGIBILITY

- A. Eligible unit members are those active monthly salaried unit members working one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on District-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to the District.
- B. Eligible dependents are: A unit member's legal spouse (consistent with the requirements of this Section) who has not entered a final decree of divorce, an annulment or legal separation from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverage provided in this Article whether contracted through California Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District.

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

- C. To be eligible for medical benefits, upon implementation of the Affordable Care Act on a unit member's child (including any stepchild, child of the unit member's domestic partner (as defined in 2. B), legally adopted child, or child for whom the unit member is named

legal guardian by court order) must not have attained their twenty-sixth (26th) birthday. For a child for whom the unit member is named legal guardian by court order, the term of eligibility is pursuant to the court order.

- D. To be eligible for dental benefits, vision benefits, and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in 2. B), legally adopted child, or child for whom the unit member is named legal guardian by court order) must not have attained their twenty-sixth (26th) birthday. For a child for whom the unit member is named legal guardian by court order, the term of eligibility is pursuant to the court order.
- E. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in 2. B), legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least twenty-six (26) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental or physical disability and has been approved by the medical carrier as totally disabled prior to age twenty-six (26) is eligible for medical, dental, and vision benefits.

### **Section 3: EFFECTIVE DATE AND TERMINATION OF COVERAGE**

- A. For unit members whose first day of paid service in a monthly salaried position occurs from the 1st of the month through the 15th of the month, coverage will commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members whose first day of paid service occurs after the 15th of the month will become eligible for benefits effective the first day of the second full month of employment.
- B. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
- C. A unit member having established eligibility for District benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.
- D. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
- E. For purposes of beginning or terminating health coverage, unit members who are on a Family Care Leave, or are otherwise approved for District coverage by Board resolution, are treated as if the unit member is in paid status.
- F. If a unit member does not enroll for coverage for self and eligible dependents under a District-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next annual open enrollment period.

#### **Section 4: MEDICAL BENEFITS PLANS**

- A. The Parties agree to determine a mutually agreed-upon medical benefits administrator. Currently, it is mutually agreed between the Parties that medical benefits will be offered solely through the California Schools Voluntary Employee Benefits Association (VEBA).
- B. Consistent with the cost allocation set forth in Section 1 above, the District shall pay the cost of the medical plan option selected. In the event the Parties mutually agree to select an alternative benefits program, the District shall pay the cost of the agreed-upon medical plan options consistent with the cost allocation set forth in Section 1 above.
- C. Currently, the District will provide the following medical benefit options under the VEBA program:
  - 1. Kaiser HMO
  - 2. United HealthCare HMO
  - 3. United HealthCare PPO

#### **Section 5: DENTAL BENEFITS PLAN**

- A. The Parties agree to determine a mutually agreed-upon dental benefits administrator. Currently, it is mutually agreed between the Parties that dental benefits will be offered through Delta Dental and Western Dental.
- B. Consistent with the cost allocation set forth in Section 1 above, the District shall pay the cost of the dental plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the cost of the agreed-upon dental plan options consistent with the cost allocation set forth in Section 1 above.
- C. The District will provide the following three (3) dental benefit plan options under the VEBA program to eligible unit members and eligible dependent
  - 1. Delta Dental PPO
  - 2. Western Dental Services
  - 3. Delta Dental Deltacare USA

#### **Section 6: VISION INSURANCE**

The Parties shall agree to a mutually agreeable vision provider. At this time, it is mutually agreed between the Parties that vision benefits will be offered solely through the Vision Service Plan

(VSP). The vision benefits in effect immediately prior to the effective date of this Agreement remains in full force and effect. The District shall pay the full cost of the vision plan option selected consistent with the cost allocation set forth in Section 1 above.

#### **Section 7: LIFE INSURANCE**

- A. The group term life insurance benefit in effect immediately prior to the effective date of this Agreement remains in full force and effect for the duration of this Agreement, unless mutually agreed upon by the Parties. This benefit shall be equal to annual salary or \$7,500, whichever is greater. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year.
- B. Unit members may purchase, through payroll deduction, additional employee and dependent life insurance under conditions specified by the carrier and the District. The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

#### **Section 8: HEALTH AND WELFARE COMMITTEE**

- A. The Parties agree to the appointment of a District-wide Health and Welfare Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work to maintain a quality benefit package. The Committee shall establish its own meeting schedule.
- B. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the annual open enrollment shall be made no later than thirty (30) days prior to the start of open enrollment of the same calendar year. The Committee shall have up to thirty (30) calendar days before its recommendations for any potential changes are due.
- D. The Committee may review and make recommendations regarding contracts with carriers prior to decision and adoption by the Board of Education.
- E. During the term of this Agreement, the Committee agrees to research creative ways to reduce the cost of the benefits program and may recommend to the District and the Association that certain reductions be made to fund improvements elsewhere in the benefits package.



**Section 9: GENERAL**

- A. When two District employees are spouses and are both eligible for a benefit plan based on their employment status with the District:
1. Under the dental and vision plans provided under this Agreement, each spouse can cover the other as a dependent. Dependent children may be covered as dependents under both parents.
  2. Under the medical plans provided under this Agreement, each spouse can choose their own medical benefits plan. Dependent children may be covered as dependents under one parent or under the other, but not under both.
  3. Medical, dental and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing.
- B. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 4.B or the dental plans referred to in Section 5.A may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 4.B may elect to change plans only during the annual open enrollment period.
- C. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- D. A spouse of either a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of his or her death) may continue participation in the medical plans referred to in Section 4.B To qualify under this provision, all of the following requirements must be met.
1. The unit member or retiree must have been covering their qualified dependents under one of the medical plans referred to in Section 4.B at the time of their death.
  2. The spouse must notify the Employee Benefits Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
  3. Required contributions must be received by the Employee Benefits Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District with due dates determined by the District.

- E. Unit members who are separated due to a reduction in force shall receive District medical, dental and vision coverage for a three (3) month period beyond the date of layoff and may continue thereafter to retain coverage for an additional eighteen (18) months under COBRA by paying the required fee to the District.

**Section 10: AASD MANAGEMENT TEAM RETIREMENT BENEFITS FUND**

- A. The District will continue the Retiree Medical Fund for AASD. Effective January 1, 2017, the deposit to the fund shall be one hundred two hundred and nine thousand one hundred and five dollars (\$209,105). The District shall thereafter annually deposit to this fund an amount equal to the prior year's deposit, increased by the same percentage by which the AASD salary schedules are increased as set forth in Article 4: Wages, less advance deposits, if any, as described in paragraph E. This fund shall be used exclusively to reduce the annual contributions paid by eligible retirees participating in a District-sponsored group medical plan by the amount established by paragraph D. At the request of AASD, the Parties shall meet annually to review the Fund balance.
- B. A retiree who meets all of the following conditions will be eligible for this benefit.
  - 1. The employee had seventeen (17) years of service with the District (excluding unpaid leaves of absence) and is receiving a monthly retirement benefit from the Public Employee's Retirement System (PERS) or State Teachers Retirement System (STRS).
  - 2. The employee is under age sixty-seven (67) as of the retirement effective date with PERS or STRS.
  - 3. The employee was covered under a District-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.
  - 4. The employee has chosen to maintain coverage under a District-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.
  - 5. Retired spouses with dual Retirement Medical Fund contributions eligibility may apply both contributions towards the cost of maintaining only one plan (rather than two separate plans) if they so desire. The spouses may be from different employee groups. The amount and duration of each member's contributions will be determined by the agreement of the specific employee group to which the spouse belongs.
- C. For all retirees participating in this Retiree Medical Fund on or after January 1, 2002, eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age sixty-seven (67), or when the retiree ceases to make the required contributions,

whichever occurs first. The retiree may continue coverage in the District-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plan shall remain in effect.

- D. Upon ratification of this agreement, the monthly deduction will be one hundred fifty dollars (\$150.00) per month, per eligible retiree. During the term of this Agreement the District and AASD may agree to change the monthly deduction and establish a date of implementation for the change.
- E. If at any time the Fund balance is not sufficient to provide for the monthly reduction established in paragraph D, the District shall make advance deposit(s) as necessary to the Fund to provide for the continuation of the reestablished reduction through June 30 of the same fiscal year. If advance deposit(s) is (are) made, then on July 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous July 1.

### **Section 11: FLEXIBLE SPENDING ACCOUNTS**

The District shall implement Health and Dependent Care Flexible Spending Accounts (FSA's) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more. The FSA Plan year shall be the calendar year. An annual election period shall be held during the annual open enrollment period thereafter. The elective period for newly benefits-eligible unit members shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next annual open enrollment period.

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year up to the limits allowable under the law). Such amount shall serve to reduce the unit member's salary on a pro rata basis each month except July and August. The Parties shall agree to a mutually agreeable administrator of the FSAs. In accordance with IRS regulations, any money remaining in a unit member's FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the Program. AASD reserves the right to review annually District records pertaining to and savings/expenses related to this Program.

## **ARTICLE 7. APPOINTMENT, TRANSFER, AND ADMINISTRATIVE REASSIGNMENT**

### **Section 1: PROMOTION, ASSIGNMENT, AND TRANSFER**

- A. It is the District's and AASD's shared intent to promote, assign, and transfer from within the ranks of monthly salaried certificated employees.
- B. Unit member candidates will be given priority consideration for promotions, assignments, and transfers from within the ranks of monthly salaried certificated supervisory staff. All qualified unit member candidates will be given an interview. However, the District retains the right to post positions as open or internal.
- C. The District will follow a transparent process when posting vacancies. Vacancies shall be posted for a minimum of ten (10) days. Postings of bargaining unit positions may contain specific criteria and desired experience pertinent to the particular position.
- D. The Human Resource Services Division will facilitate and attend all interview panels.

### **Section 2: IMPLEMENTATION OF PRIORITY CONSIDERATION**

The District's Human Resources Division will provide AASD, prior to the interview process, a list of all unit member applicants for posted vacancies.

- A. All AASD unit member applicants who were rated "effective" in their last evaluation; who meet the minimum qualifications and specific site criteria (where applicable); and have the desired experience shall be granted Priority Consideration status and will be granted an interview. AASD Priority Consideration candidates shall be interviewed prior to non-Priority Consideration candidates.
- B. All interviews of AASD Priority Consideration Candidates will be substantive in nature and not a screening, whether there is a single interview or interviews, and will conform to a uniform process.
- C. The District shall instruct all interview panels regarding the requirements of priority consideration prior to the interviews.
- D. If the District determines any one or more AASD Priority Consideration Candidate unit member applicants is not a fit for the position, the reasons for the determination must be documented and must be based on legitimate, verifiable and educationally related reasons.
- E. For each new appointment to an AASD vacancy, Human Resources shall, within ten (10) work days of the appointment, provide written notice to AASD as to whether any AASD Priority Consideration Candidates were interviewed, and if not selected, provide reasons why the Priority Consideration Candidate was not selected. Upon request, additional documentation to support the non-selection will be provided to AASD.

### **Section 3: INTERIM OR TEMPORARY OUT-OF-CLASS ASSIGNMENTS FOR VACANT POSITIONS**

AASD and the District agree that interim or temporary out-of-class assignments for vacant positions are not intended to be long-term assignments or to circumvent the hiring process. In cases where an interim or temporary out-of-class assignment is made to a vacant position, AASD will be notified in writing of the date of the interim or temporary out-of-class assignment and the plan for recruitment. Recruitment shall follow the processes detailed in Section 1 and 2 of this Article.

### **Section 4: ADMINISTRATIVE REASSIGNMENT**

- A. Involuntary Lateral Transfers. The Superintendent may make involuntary lateral transfers as needed for the operation of a department or school site.
  - 1. Involuntary transfers shall not be arbitrary, capricious, or punitive in nature.
  - 2. Involuntary transfers shall be based on the District's legitimate, verifiable, and educationally related needs.
  - 3. All involuntary transfers shall be lateral.
- B. Change of Assignment Due to Reorganization, School Closure, Program Elimination or Budget Cuts.
  - 1. If a unit member is displaced from an assignment due to reorganization, school closure, program elimination, or budget cuts, applicable written procedures in place at the time of this agreement will be followed.
    - a. Before taking action to reassign a unit member, Human Resources shall provide AASD with a list of all current, supervisory vacancies.
    - b. Human Resources shall provide a list of those unit members displaced as iterated in this subsection to the hiring supervisor for priority consideration for filling vacant positions. Priority consideration is met by the unit member's submission of a letter of interest, a letter of recommendation, and resume to Human Resources.
    - c. Unit member candidates will be given priority consideration for vacancies for which they are qualified by providing Human Resources with a letter of interest, a resume, and a letter of recommendation. All qualified unit member candidates will be given an interview.

2. When a unit member has a change of assignment (due to reorganization or school closure, program elimination or budget cuts) to a position with a lower salary range maximum on the same or a different salary schedule, or to a reduced work year:
  - a. The affected unit member shall have their daily rate of pay protected for twelve (12) months when reassigned to a lower level position on the appropriate AASD salary schedule (e.g. management, site administrator, or supervisors' salary schedule).

C. Involuntary Demotion

1. Involuntary Demotions. An Involuntary Demotion is the assignment of a Certificated AASD unit member to a position of a lower level within or outside of the AASD bargaining unit.
2. The unit member shall be provided with a written statement of the reasons for such demotion, upon request.

**Section 5: TRANSFER TO A NON-SUPERVISORY CERTIFICATED POSITION**

- A. Based upon a bona fide need of the District and if a qualified vacancy does not exist within the supervisory unit when a certificated unit member is no longer required in a supervisory position, the employee shall be entitled to be transferred to a non-supervisory certificated position.
  1. The position shall be equivalent to assignments previously held with credit for seniority granted in accordance with the Education Code.
  2. If the unit member did not previously hold a non-supervisory certificated position within the District they will be transferred into a vacant non-supervisory certificated position for which they are qualified.
  3. For a twenty four (24) month period following a transfer to a non-supervisory certificated position within the District, employees shall be given priority consideration rights as though they were still a unit member, as long as the former unit member maintains continuous affiliate AASD membership during that entire twenty-four (24) month period or until they are selected into an AASD-represented position, whichever occurs first. Employees who wish to exercise this right to Priority Consideration will notify the Human Resource Services Division at the time of application.

**Section 6: CONTINUING RIGHTS OF FORMER AASD UNIT MEMBERS**

For a twenty four (24) month period following voluntary transfer, promotion, or change in assignment into a non-AASD position, employees shall be given priority consideration rights as though they were still a unit member, as long as the former unit member maintains continuous

affiliate AASD membership during that entire twenty four (24) month period or until they are selected into an AASD-represented position, whichever occurs first. Unit members who wish to exercise this right to Priority Consideration will notify the Human Resource Services Division at the time of application.

## ARTICLE 8. LEAVES, VACATION, AND HOLIDAYS

The District and the Association shall develop a work group to collaborate on the implementation of family care leaves and aligning the contract language with the law. The Parties agree to reopen negotiations on Article 12 – Leave Policies during the term of this Agreement.

All certificated unit members are exempt employees as defined by the Fair Labor Standards Act.

### Section 1: 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 2: SICK LEAVE

- A. **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.
- B. **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.
- C. **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.
- D. **Accumulation.** Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.
- E. **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 (15<sup>th</sup>) of the month. If employment commences on or after the sixteenth (16<sup>th</sup>) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating unit member provided the last day of service is on or after the sixteenth (16<sup>th</sup>) 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 (15<sup>th</sup>) of the month.
- F. **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.



G. **Half-Salary Sick Leave.** In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of half-salary sick leave. 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      111 days

Twelve (12) month 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.

H. **Eligibility for Health Leave.** When a unit member exhausts both full-salary and any half-salary sick leave allowances, they may request a health leave of absence without pay. In addition, such unit members may be eligible for other types of leaves.

I. **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.

J. **Transfer of Accumulated Sick Leave.** A unit member who previously worked for another California school district may have accumulated sick leave from the former district transferred to San Diego Unified School District provided the following conditions are met:

1. Employment in the previous district as an employee was for at least one (1) year.
2. Employment with the District began within one (1) year after terminating from the previous district.

K. **Reinstatement of Accumulated Sick Leave.** A unit member in permanent status who resigns and is reemployed in monthly status within thirty-nine months of the last date of monthly paid service shall have all accumulated, unused, full-time sick leave credits restored to a current sick leave account as of the date they report for duty.

L. **Sick Leave While on Vacation.** A unit member who, while on paid vacation, has suffered a disability due to injury or illness, may substitute sick leave for vacation pay for each day of such disability and/or restriction. A physician's certification may be required on a "Leave Application" card.

### Section 3: PARTIAL DAY ABSENCES

Given that exempt unit members have the supervisorial obligation to organize their workdays according to their work assignment and individual responsibilities, they necessarily will often work more than the standard eight (8) hour day. Consequently, and as a logical extension of their responsibility to individually manage their irregular work schedules, exempt unit members who report to work and depart prior to the end of their regularly scheduled time shall not have their pay or leave balances reduced.

#### **Section 4: PERSONAL BUSINESS LEAVE**

##### **A. One (1)-month Absence (Unpaid)**

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

#### **Section 5: PERSONAL NECESSITY LEAVE**

A unit member may use up to eleven (11) days of accumulated full-salary sick leave benefits described in Section 2 of this Article in any school year in the following cases of personal necessity:

- A. **Death in the Immediate Family.** Death of a member of the immediate family (as defined in this Article). Additionally, unit members may use Personal Necessity Leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
- B. **Accident.** Accident involving the unit member's person, property, or that of their immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.
- C. **Court Appearance.** Appearance in court as a litigant or as a witness.
- D. **Family Illness.** Serious or critical illness of a member of the immediate family (as defined in this Article) of such an emergency nature that the presence of the unit member is required during the workday.
- E. **Religious Holiday.** Observance of a religious holiday of the unit member's faith. The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
- F. **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.
- G. **Birth/Adoption.** A parent/domestic partner, upon the birth of a child, and parents/domestic partners, upon the adoption of a child.

H. **Family School Partnership Leave.** To participate in the unit member's children's school activities.

I. **Personal/Family Responsibility.** Unit members may use accumulated full-time sick leave in order to attend a personal/family responsibility which requires the presence of the unit member during the workday. These days may be used at the unit member's discretion.

#### **Section 6: MATERNITY, PARTNER, AND ADOPTION LEAVE**

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

B. **Partner Leave.** Effective July 1, 2023, three (3) days of leave with full pay will be granted to a father/spouse/partner immediately following the birth of their child. In addition, a father/spouse/partner may use up to sixty (60) days of their full salary and/or half-pay sick leave, immediately following the use of partner leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.

C. **Adoption Leave.** Effective July 1, 2023, three (3) days of leave with full pay will be granted to either parent to make final arrangements to adopt a child. In addition a unit member may use up to sixty (60) days of their full salary and/or half-pay sick leave, immediately following the use of adoption leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days for that can be used for personal necessity.

#### **Section 7: PARENTS/DOMESTIC PARTNER BIRTH AND ADOPTION LEAVE**

One (1) day of leave with full pay will be granted to a parent/domestic partner upon birth of a 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/domestic partner to make final arrangements to adopt a child.

#### **Section 8: 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 their or the spouse's/domestic partner's immediate family.

#### **Section 9: JURY DUTY**

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.

#### **Section 10: LEAVES FOR COURT APPEARANCES**

Unit members who are required to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member, may request leave without loss of salary.

#### **Section 11: MILITARY LEAVE**

- A. **Short-Term Military Leave (Thirty [30] days or less).** A unit member shall be granted leave of absence without loss of pay for a period not to exceed thirty (30) days for the purpose of engaging in ordered, temporary military training. Ten (10)-month or eleven (11)-month unit members who are members of military reserve units should request military active-duty training orders for periods when school is not in session. Short-term military leaves for active duty will be granted during the school year only when satisfactory documentation is provided to show that military requirements cannot be satisfied during vacation periods.
- B. **Long-Term Military Leave (more than thirty [30] days).** A unit member who is involuntarily inducted or recalled to active military duty, and any unit member who is a member of the Reserve Corps of the Armed Forces of the United States, or of the National Guard who is called to duty for the purposes of active military training, encampment, naval cruises, special exercises, or like activity shall be granted leave of absence, without pay, for the period of ordered service.
- C. **Salary entitlement while on leave (first thirty [30] days).** A unit member granted long-term military leave, who has a minimum of one year of service with the District, including the period of time served in any prior military service, immediately prior to the date on which leave begins, shall be entitled to their salary for the first thirty (30) days of ordered military duty. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year.
- D. **Return upon release from duty.** A unit member shall have the right to return to an appropriate position at any time within six (6) months of release from active duty. Upon return, the unit member shall have all rights and privileges they would have enjoyed if not absent due to service in the armed forces; however, the unit member shall not be entitled to sick leave, vacation, or salary for the period they were on leave, except as noted in C above.

- E. **Forfeiture of District position.** A unit member who voluntarily requests and obtains extension of an enlistment, service, or tour of duty shall forfeit rights to return to their position with the District.
- F. **Step Advancement.** A unit member who is approved for military leave will earn the same service and step advancement credit as if in regular service.

**Section 12: HOLIDAYS**

Reference Article 4 – Wages, Section 4 for exempt unit members required to work on a designated holiday.

The following holidays will be observed:

Independence Day	New Year’s Eve
Labor Day	New Year’s Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Lincoln Day
Post Thanksgiving Holiday	Washington Day
Pre or Post Christmas Holiday	Memorial Day
Christmas	Juneteenth Holiday

**Section 13: PROFESSIONAL AND PERSONAL IMPROVEMENT (PPI) LEAVE**

- A. All unit members are eligible for four (4) days of released time during their regularly assigned work year for purposes of professional and personal improvement.
- B. A unit member may have no more than four (4) new Professional and Personal Improvement days plus eight (8) carry-over days for a maximum of twelve (12) days of released time for any one year. Upon separation from the District, all unused PPI days shall be forfeited.

**Section 14: VACATION**

- A. **Definition:** Month is defined as employment for at least fifteen (15) calendar days in a month.
- B. Site Principals and Associate Principals do not accrue vacation and are not required to work during periods when schools are closed. (i.e., winter, spring, summer, and Thanksgiving vacation periods).
- C. All other certificated unit members accrue 1.75 days of vacation for each month of service (fourteen [14] hours for a full-time position). Entitlement for a full year of service amounts to approximately twenty-one (21) days.

- D. **Effect of Separation from Service.** At separation during any year, all earned and unused vacation for that year will be paid in one (1) lump sum.
- E. **Vacation Accumulation.** The maximum accumulation of vacation permitted for all unit members is three hundred and twenty-eight (328) hours.

Unit members whose vacation balance exceeds three hundred and twenty-eight (328) hours must take sufficient vacation time to reduce their vacation balance to three hundred and twenty-eight (328) hours by the last working day of August annually. Collaborative efforts between the unit member and their administrator shall be utilized to ensure vacation balances do not exceed three hundred and twenty-eight (328) hours, however, vacation balances that exceed three hundred and twenty-eight (328) hours on August 31<sup>st</sup> of each year shall be paid on the September warrant.

- 1. **Use of Vacation Days in Advance of Accrual.** Upon authorization from their immediate supervisor, unit members may use their vacation entitlements in advance of accrual. Should a unit member resign, retire or be changed to a shorter duty prior to fully earning and accruing vacation already taken, such excess days will be subtracted from final pay.
- 2. **Recovery of Salary Overpayments.** Accrued vacation may be used to repay the District for salary overpayments made to a unit member. A unit member who has worked at least six months for the District can elect to have salary overpayments paid back to the District through deductions from their accrued vacation, provided that deductions can only be made if they do not deplete the unit member's accrued vacation below forty (40) hours (based on one [1] week of accrual at full time equivalent [FTE] 1.00).

#### **Section 15: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY**

- A. Long-term leave of absence without pay may be granted to unit members by the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full school years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are only eligible for military leave and pregnancy leave.
- B. **Leaves may be granted for:**
  - 1. **Professional Study.** A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.
  - 2. **Travel.** Travel leaves may be granted for educational purposes.

3. **Service to Other Public Agencies [on-loan status].** Unit members may serve another public agency in a capacity benefiting the District and the unit member, which may include elected or full-time public service positions. Full pay may be granted when salary and expenses are reimbursed by the other public agency.
4. **Service to Professional Associations (Excluding Employee Associations).** Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.
5. **Military Relocation of Spouse or Domestic Partner.** Unit members may be granted leave if their spouse or domestic partner is relocated or assigned for required military service.
6. **Other Leaves.** Unit members may be granted leave for other purposes determined by the Superintendent to benefit the school system and serve the interests of students.
7. **Special Leaves.** In addition to the long-term leaves of absence specifically covered in this Agreement and administrative procedures, the Superintendent, in unusual cases, may recommend approval of long-term unpaid leaves of absence.

**C. Leaves shall be granted for:**

1. **Parental Leave.** A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
  - a. **Pregnancy.** A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
  - b. **Parental Responsibility.** A unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of their child and one (1) year thereafter.
  - c. **Adoption.** A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.

2. **Home Responsibility Leave.** An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of their immediate family as defined in Section 1 of this Article.
3. **Health Leave.** Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
4. **Family Care Leave.** A unit member who has served the District for at least one (1) continuous year in a full-time capacity shall be granted a Family Care Leave for the purpose of the birth of their child, adoption of a child, foster care placement of a child with the unit member, care of a child, parent, spouse or domestic partner with a serious health condition or the unit member's own serious health condition, in accordance with the following:
  - a. With the exception of Family Care leave taken for purposes of parental leave as set forth in Section (d) below, Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 6 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.
  - b. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of twelve (12) workweeks within a twelve (12) month period.
  - c. Family Care Leave, when related to the serious health condition of the unit member or their child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.
  - d. 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.
    1. A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.
    2. When the unit member has exhausted all 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 twelve (12) workweeks of parental leave.



3. This leave is available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District.
  4. This paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.
  5. This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partners are District employees, they have a combined twelve (12) workweek period and must decide how to share the twelve (12) weeks of parental leave.
- e. **Request for Family Care Leave.** If the need for Family Care Leave is foreseeable, the unit member shall provide a written request at least thirty (30) calendar days in advance. If the need for Family Care Leave is not foreseeable, the unit member shall provide written request for such leave within one or two workdays of learning of the need for the leave. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations subject to the approval of the appropriate health care provider. 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 their child, parent, spouse or same gender domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the unit member's absence.
- f. **Reinstatement to Position.** A unit member returning from a Family Care Leave shall be reinstated to the same or comparable position they held when the leave began on the same basis as if they had not been on a leave of absence. If the unit member's Family Care Leave was taken because of their own serious health condition, a certification from their health care provider may be required to indicate the unit member is able to resume work.
- g. **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.

#### D. General Provisions

1. **Salary.** All long-term leaves of absence are taken without salary except that the unit member may receive a salary for leaves in category B.3, hereafter referred to as an employee "on loan."

2. **Retention of Earned Sick Leave.** Unit members on long-term leaves of absence shall retain accumulated sick leave but shall not accumulate additional sick leave rights during the leave period.

3. **Reinstatement Upon Return From Leave:**

a. Return from health, home responsibility, parental, or family care leave (reference Section 14 C of this Article):

Unit members shall have all return rights prescribed by state and federal laws relating to health or parental leaves. In cases where return rights are not specified by law, and are instead to be as established by school district rules and regulations, unit members shall be restored to the position from which leave was taken if a position is vacant when the employee returns. Otherwise, the employee shall be returned to a position as similar as practicable to the position from which the leave was taken. The above-described return rights are subject to the right of the district to reassign an employee as provided by law. Employees who are reassigned, or who are to be reassigned, may apply for other vacant positions for which they are qualified.

b. Return from all other leaves (reference 14.B of this Article):

Unit members shall have the right to return to a classroom teaching position. Unit members shall also have the right to apply for vacant management positions for which they are qualified.

**Section 16: CATASTROPHIC LEAVE BANK**

A. 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.

B. 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 their duties.

C. Membership in the Catastrophic Leave Bank.

1. **Initial Donation Period.** Any 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 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 Period and first donation cycle, additional donations shall be made on a three (3) year cycle. 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.

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.
  3. The unit member acknowledges that the donation is irrevocable.
  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.
- D. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.
  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.
  3. New participants must be a member of the Bank for at least ninety (90) days prior to be approved to withdraw from the Bank.

The unit member must submit a written application to withdraw days from the Bank to the Executive Director 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 Executive Director 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.

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.

#### **E. General Provisions**

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.
  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.
  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.
  4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the executive leader of the Human Resources Services Division or designee and the President of AASD. The objective of the review shall be to 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. Their decision shall be final and binding.
  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.
- F. 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 AASD 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.

- G. The provisions of D.4. and E.5. above 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 the Grievance Procedures of this Agreement.

## **ARTICLE 9. EVALUATION**

The District and AASD agree that a Performance Evaluation Report is the careful, systematic appraisal of a unit member's work performance. Performance Evaluation Reports will be based on a model that promotes growth through goal setting and coaching and identifies professional development activities. The evaluation process will support and help develop the unique skill sets and knowledge that unit members need to promote individual growth and enhance teaching and learning.

### **Section 1: FOR ALL UNIT MEMBERS:**

Until the new certificated evaluation system is implemented by the Parties:

- A. Evaluations for Principals will proceed according to the Memorandum of Understanding dated August 29, 2011 which is set forth in Appendix D.
- B. Evaluations for Associate Principals and Central Office Administrators will proceed according to the established Administrative Procedures. The most recent version of forms utilized for this purpose are set forth in Appendix E.
- C. Upon negotiation and implementation of the new evaluation model, as set forth in Section 3.B., Appendices D and E will no longer be in effect.

### **Section 2: DEVELOPMENT OF NEW CERTIFICATED EVALUATION MODEL**

- A. A new evaluation system for certificated unit members will be created in collaboration between AASD and the District. The newly created evaluation model will be utilized for all certificated unit members. The model may be modified for Principals, Associate Principals, and other Central Office Administrators.
- B. The new evaluation model will incorporate California's Professional Standards for Educational Leaders and the District's instructional and school leadership practices.

### **Section 3. DEVELOPMENT AND IMPLEMENTATION TIMELINE**

The District and AASD commit to establishing a new certificated evaluation system with the intent of implementing District-wide during the school year immediately following ratification of any changes referenced in 3.B., according to the following:

- A. Development of a District-specific evaluation system. At the request of either party, a committee of up to fourteen (14) individuals – up to seven (7) appointed by the District and up to seven (7) appointed by AASD Certificated – will begin meeting at least monthly to develop a new model. The committee will develop a model and plan for District-wide implementation of the new model during the school year following development of the model. The committee will also propose process-related changes to the certificated evaluation system.

1. If determined appropriate by the committee, subgroups may be established to focus on modifications of the evaluations for Associate Principals, and Central Office Administrator or to focus on specific aspects of the evaluation model. Subgroup members shall be determined by the Parties as needed.
- B. Prior to the implementation of the models, the District and AASD shall meet to negotiate any changes to existing contract or side letter language needed to refine or codify the new evaluation model and process. The negotiation process shall be completed expeditiously but shall take no longer than sixty (60) days.
- C. During the first year of implementation, the committee will continue to meet to review the effectiveness and quality of the new evaluation model and process.

## **ARTICLE 10. GRIEVANCE PROCEDURES**

### **Section 1: STEP ONE - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR**

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

### **Section 2: STEP TWO - FORMAL - IMMEDIATE SUPERVISOR**

- A. If a satisfactory resolution of the problem is not reached through the informal discussion process, the grievant shall have the right to file a grievance with their supervisor or other appropriate District administrator. The grievance shall be filed within fifteen (15) workdays, from the date the grievant learned of, or reasonably should have known of, the act or omission giving rise to the grievance.
- B. The grievance shall be filed on a form jointly developed by the District and AASD and made available by AASD or the Labor Relations Division.
- C. The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance including the name of any involved employee, date(s), time(s) and place(s) involved in the alleged grievance. It shall also specify the section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reason why the immediate supervisor's (or other District administrator's) proposed resolution, if any, is unacceptable.
- D. Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the grievance. The meeting shall be conducted within ten (10) workdays from the date when the grievance is received by the administrator. The purpose of this meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance.
- E. If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

### **Section 3: STEP THREE - FORMAL - DISTRICT LEVEL**

- A. The grievant may appeal the decision rendered by the supervisor or other District administrator by filing the grievance form with the Labor Relations Division or designee within fifteen (15) workdays after receiving the Step Two decision. Information copies shall be sent to the grievant's supervisor or other appropriate District administrator and AASD. Relevant information obtained during Step Two may be asserted.
- B. The District and AASD shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.



- C. A conference shall be scheduled by the appropriate administrator in the Labor Relations Division or designee within fifteen (15) workdays after receipt of the grievance. All Parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in the Labor Relations Division or designee shall render a proposed written decision, copies of which shall be sent to the grievant's immediate supervisor and the Association.

#### **Section 4: STEP FOUR – ARBITRATION**

- A. If a grievance is not resolved at Step Three, AASD may request a hearing before an arbitrator. The request shall be filed in the Labor Relations Division or designee within fifteen (15) workdays after the written decision of the division representative becomes effective.
- B. Within five (5) workdays after receipt of a request for arbitration, the Labor Relations Division or designee and AASD agree to meet and review the pending arbitration case. If no agreement is reached, the Labor Relations Division or designee shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each Party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the Party to strike first shall alternate between AASD and the District.
- C. The cost of arbitration shall be borne as follows:
  - a. The costs involved in obtaining the list of arbitrators, if any, shall be shared equally between the parties.
  - b. The District and AASD shall share equally in the payment for the services and expenses of the arbitrator.
  - c. Upon mutual agreement, a qualified court reporter shall be employed to record verbatim the hearing. Without mutual agreement, either Party may employ and compensate such a reporter.
- D. Powers and limitations of the arbitrator shall be as follows:

The function of the arbitrator shall be:

1. To hold a hearing concerning the grievance, and
2. To render a binding decision within a reasonable period of time after the hearing or receipt of closing briefs (if any).

- E. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.
- F. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
- G. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in briefs.
- H. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) workday period for filing a grievance specified in Step One of this grievance procedure. The arbitrator shall have no power to render an award in any grievance during any period of time in which AASD or its members (when encouraged, supported, or sanctioned in any way by AASD) are involved in unprotected concerted activities or a strike.

#### **Section 5: STEP FIVE – APPEAL**

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

Either AASD or the District may appeal the arbitrator's decision to a court of competent jurisdiction within twenty (20) workdays of such decision on either or both of the following grounds, which the Parties intend to include within their interpretation and understanding of Code of Civil Procedures.

- A. Where another remedy has been provided by law which leads to a different result than that reached by the arbitrator, and in which event shall be deemed that the arbitrator exceeded their powers under this Agreement.
- B. Where the arbitrator's decision is contrary to any of the provisions of Step Four-Arbitration, it shall be deemed to be arbitrator misconduct and/or that the arbitrator has exceeded their powers under this Agreement.
- C. Any award made by an arbitrator may be corrected or enforced pursuant to Code of Civil Procedure Section 1285 et seq., except that, where a shorter time is specified in this

Agreement to commence a court proceeding than is given under the Code of Civil Procedure, the shorter time of this Agreement shall control.

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

## **Section 6: GENERAL PROVISIONS**

- A. No party may be required to discuss any grievance if their representative is not present.
- B. Unless otherwise provided, the time allowance set forth in this grievance procedure may be extended by mutual written agreement of the unit member or the association representative and the appropriate representative of the District.
- C. The initial grievance may be amended by the grievant at any time prior to the conclusion of Step Three.
- D. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- E. If the District does not render a written response within the limits set forth at any step of the proceedings, or if the District fails to communicate the decision of the grievance within the specified time limits, the grievant may advance to the next step by filing the grievance form(s) within the limits specified at each step of the Grievance Procedure.
- F. By mutual agreement of AASD and the Labor Relations Division, or designee, grievances involving an action by an administrator above the level of principal or supervisor may be filed at Step Three.
- G. When two (2) or more grievances involving the same alleged violation, or which present common questions of fact, have been submitted, the parties may agree that the grievance be consolidated and that they be heard together at Step Two or Step Three.
- H. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- I. Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in school mail and the date on which said action was taken.
- J. The Proof of Service shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by AASD or the Labor Relations Division.

- K. If the representative of the grievant is a unit member, the District shall permit a reasonable amount of release time for the representative for the purpose of processing the grievance.
- L. During any arbitration hearing conducted under this agreement, the District agrees to release without loss in compensation up to a single grievant and up to two (2) witnesses.
- M. All documents generated under this procedure will be kept separately from the unit member's personnel file and in the Labor Relations Division offices. Neither the grievance nor any record of it may be utilized in evaluation reports, the promotional process, or in any recommendation for job placement.
- N. In any cases in which AASD did not have a representative present at Step Three of the grievance procedure, the District shall not implement a proposed resolution of a grievance until AASD has been sent a copy of the grievance and has been given five (5) workdays within which to file a response.
- O. The provisions of this Article shall not apply to the provisions of a contract or plan document relating to the health and welfare benefits plans provided under Article 6. Such issues shall be resolved through the complaint resolution procedure which is a part of each plan.

## **ARTICLE 11. ORGANIZATIONAL SECURITY**

### **Section 1: DUES DEDUCTIONS**

When a unit member wishes to become a member of AASD, the unit member will complete the form provided electronically by AASD which authorizes deduction of membership dues. Such authorization shall continue from year to year unless revoked by the individual pursuant to the process set forth by AASD. The District shall deduct 1/10<sup>th</sup> of such dues from the pay warrant each month for ten (10) months. This section shall not be subject to the provisions of the grievance procedure outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Education Code Section 45060 in the implementation of these deductions.

### **Section 2: ESTABLISHMENT OF DUES SCHEDULE**

AASD will determine the dues schedule for all members of AASD. Changes to the dues schedule may be made by AASD without necessitating a new dues deduction authorization from any current member. AASD will give the District thirty (30) days advance notice of any changes in the dues schedule.

### **Section 3: PAYMENT OF MONIES**

With respect to all sums deducted by the District pursuant to this Article, the District agrees to remit such monies to AASD within seven (7) workdays following the monthly payroll accompanied by an alphabetical listing of the names of unit members for whom such deductions have been made. This listing will also include names of unit members added or deleted from the previous listing.

### **Section 4: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS**

In the event that PERB adopts regulations which impact the terms of this Article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, AASD shall provide a copy of the most current set of PERB regulations regarding this subject.

### **Section 5: HOLD HARMLESS**

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

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

**Section 6: MISCELLANEOUS**

- A. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or AASD.
- B. AASD agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- C. Members of AASD may act to revoke their AASD membership by following the procedures determined by AASD and following the process for submission of written notice directly to AASD.

## **ARTICLE 12. LAYOFF**

### **Section 1: DECISION TO LAYOFF**

- A. Whenever the Board of Education determines to reduce the number of positions within the AASD bargaining unit due to lack of work or lack of funds it will do so in accordance with Education Code Statutes.
- B. The District has rights and obligations set forth within Education Code regarding layoffs and reductions in hours of Certificated Supervisors. The District retains those rights, and may make reasonable considerations in administrative reassignments.

### **Section 2: NOTIFICATION OF LAYOFFS AND REDUCTION IN HOURS**

- A. When the Board of Education takes action to eliminate positions in the AASD Bargaining Unit, AASD shall be given advance written notice of the names of unit members to be laid off or reassigned under the provisions of this Article, as well as their classification, work location, and seniority dates.
- B. When the Board of Education takes action to reduce the hours of positions in the AASD Bargaining Unit, AASD shall be given sufficient advance written notice of the names of unit members to be laid off or reassigned under the provisions of this Article, as well as their classification, work location, and seniority dates.

### **Section 3: PROCESS FOR LAY OFF**

Layoff of certificated AASD unit members will be conducted according to applicable provisions of the Education Code.

### **Section 4: IMPACTS AND EFFECTS**

- A. The District agrees to notify the AASD as soon as a Board of Education decision occurs regarding the number and type of layoffs.
- B. Prior to being laid off, AASD unit members will be entitled to rights granted under Article 7 - Appointment Transfer and Reassignment.

## **ARTICLE 13. UNIT MEMBER RIGHTS**

### **Section 1: RIGHT TO REPRESENTATION**

The District and AASD understand that unit members have a right to AASD representation at meetings or conferences that could or may reasonably lead to disciplinary action.

### **Section 2: FORMAL COMPLAINT PROCEDURE**

- A. The District has established a protocol for receiving and processing complaints, including formal complaints as defined in the District protocols. If the protocols are amended or updated, the District will provide AASD with the information in advance and AASD shall have an opportunity to provide feedback prior to implementation.
- B. It is the intention of all Parties to resolve complaints at the lowest possible level. The Parties agree that many concerns and informal complaints can be handled through an informal resolution process. This section is intended to address formal complaints.
- C. The Parties agree that the professional reputation of the AASD unit member is of high importance and agree to conduct all investigations with the utmost discretion to safeguard the unit member's privacy and professional good standing while maintaining the interests of the public and student safety.
- D. Unit members shall be made aware of complaints within five (5) work days of the date received by the District. Whenever possible, the identity of the complainant(s) will be made known to the unit member and a copy of the complaint will be provided to the unit member. If it is not possible to provide a copy of the complaint, the subject matter of the complaint will be provided.
- E. Whenever appropriate, complaints shall first be forwarded to the unit member for resolution. Unresolved complaints shall then follow the appropriate District procedures.
- F. All complaints will be promptly investigated and the unit member shall be notified of the name and contact information of the assigned investigator. The investigation shall include an interview and/or discussion with the unit member against whom the complaint is filed. The unit member shall not refuse to meet with the investigator. The District will make reasonable efforts to keep the unit member informed of the progress and expected timeline of the investigation, and upon request of the unit member, the unit member will be provided the status of the investigation. The unit member and AASD shall be notified in writing of the outcome of any investigation and potential for further action, if any, within fifteen (15) workdays of the date the final report is completed and forwarded to Human Resources.
- G. All findings in an investigation shall be based on verifiable facts and shall be free of any subjective bias.



- H. The unit member may submit written comments which shall be attached to the report of findings and become a permanent part of the investigation document/file.
- I. School Police Unit members are exempt from Section 2 and will follow the department's internal process for investigation of complaints against police personnel pursuant to Government Code Section 3300 et al, Public Safety Officers Procedural Bill of Rights Act (POBRA)

**Section 3: PERSONNEL RECORDS**

- A. Access to Personnel Records. Personnel records maintained in the Human Resources Services Division shall be made available for the unit member's review upon request. All personnel records shall be kept in confidence and inaccessible to unauthorized personnel. Personnel records shall be available for inspection only by authorized employees of the District when actually necessary in the administration of the District's affairs or supervision of the unit member.
- B. Upon presentation of the written authorization signed by the unit member, the unit member's authorized representative shall have the right to review the unit member's personnel records.
- C. Materials in a unit member's work location personnel record will remain at the originating site or program unless the unit member is provided an opportunity to review its contents prior to its transfer.
- D. Placement of Derogatory Material in Personnel Record. The unit member shall be given written notice and an opportunity to review and respond to any derogatory material placed in a personnel record.
- E. Materials from an investigation or complaint shall not be placed in a unit members' personnel record unless such materials become part of a disciplinary document. The unit member shall be given notice of such materials as referenced in Section 3.D

**Section 4: UNIT MEMBER RIGHTS**

No adverse action shall be taken against unit members for participation/non-participation in AASD activities so long as proper procedures have been followed in securing access to those activities.

**Section 5: UNIT MEMBER DISCIPLINE**

- A. The District will provide unit members with timely due process rights during disciplinary actions. Disciplinary action may include letters of warning, letters of reprimand, suspension, demotion, dismissal, or voluntary resignation in lieu of termination. No unit member shall be disciplined without cause.

- B. For School Police unit members, all disciplinary conferences and investigations shall be in accordance with the Peace Officers Bill of Rights Act (Government Code Section 3300 et. seq.). When, in the judgement of the District the primary purpose of the initial conference/investigation is to impose, or to recommend the imposition of discipline against the unit member, the unit member shall first be entitled to receive written notice of said purpose and of their rights to representation at least twenty-four (24) hours in advance of convening the conference. This shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is mandated under the law.
- C. If a unit member wishes to contest the issuance of a letter of reprimand, they may request review of the matter by the Superintendent's designee. The request for review must be made in writing to the Superintendent's designee within ten (10) work days following either personal service or service by mail of the letter of reprimand.
- D. Within ten (10) workdays of receipt of the appeal, the Superintendent's designee will meet with the unit member and/or AASD to discuss the letter of reprimand. The Superintendent's designee will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) work days following the meeting. The decision of the Superintendent's designee is not subject to the grievance procedure.
- E. This Section 5 is not subject to the grievance procedure, with the exception of the appeal process and timelines set forth in Section 5.B, 5.C and 5.D above.

**Section 6: THREATS AGAINST UNIT MEMBERS**

- A. The District prioritizes the safety of staff and will not tolerate threats of physical harm, cases of emotional harm, or assault and/or battery against AASD unit members.
- B. Unit members shall immediately report to their supervisors all threats of physical or emotional harm or cases of assault and/ or battery suffered by them in connection with their employment.
- C. The District shall take prompt and appropriate action to provide support to and protect unit members from threats or physical injury, including meeting to develop a safety plan for the unit member, when needed.
- D. If threats or physical injury occur during the course of a unit member's regular duties, the District shall follow applicable procedures and laws to address the incident and take appropriate action including speaking to all Parties involved.

## **ARTICLE 14. SUMMER PROGRAMS**

AASD and the District recognize that the summer programs, including traditional academic/enrichment programs, extracurricular (i.e., Level Up) and programs for students with special needs are important for students and student achievement. To that end, AASD and the District are committed to a fair and equitable system of assignment and compensation for AASD members who are assigned to work the summer programs.

For purposes of this Article, “Site Administrator” is defined as Associate Principal or-Instructional Coordinator who is working at a school site.

### **Section 1: SELECTION OF SITES TO HOST SUMMER PROGRAMS**

- A. Principals will be surveyed by October 1 each year to solicit input on whether they wish for their site to host a summer program.
- B. Efforts will be made by the District to rotate hosting sites, whenever possible.
- C. Hosting sites will be selected by the District by December 1 and the hosting site principal will be notified by the last workday in December.
- D. AASD will be notified in writing by the last workday in December of the hosting sites.

### **Section 2: STAFFING OF SITE ADMINISTRATORS FOR SUMMER PROGRAMS**

- A. Site Administrators will be assigned by Human Resources to Summer programs by March 15 each year.
- B. Summer program assignments for site administrators will be assigned in the following order:
  - 1. Hosting site associate principal (if there is more than one associate principal at the hosting site, the hosting site principal will determine the order in which the assignment is offered).
  - 2. Hosting site instructional coordinator (if there is more than one instructional coordinator at the hosting site, the hosting site principal will determine the order in which the assignment is offered)
  - 3. Associate principals within the cluster of the hosting school. If there is more than one associate principal to be assigned within the cluster, the assignments will be made by Human Resources taking associate principal preference into consideration.

4. Associate principals not assigned in section C.1 and C.3 above will be assigned by Human Resources taking associate principal preference into consideration.
  5. Associate principals regularly assigned to more than one site in different clusters will be surveyed in advance by Human Resources and must designate their cluster of choice which will be considered in staffing the summer programs (C.1 and C.3 above).
  6. Site-based Instructional Coordinators not assigned in section C.2 above will be assigned by Human Resources taking Instructional Coordinator preference into consideration. This does not apply to Instructional Coordinators assigned to the central office.
  7. Principal designee identified by Human Resources Department.
- C. Once selections have been made for the Summer Program Site Administrator, AASD will be notified in writing of the final assignments.

### **Section 3: SUMMER PROGRAM COMPENSATION**

- A. Compensation for Preparation for the Summer Program. In recognition of the amount of work that must be done to prepare for the summer programs, site administrators will be compensated up to twenty (20) hours of pro-rata pay for hours worked outside of their normal workday or on weekends for work performed after receiving their summer program assignment and prior to the start of the summer program. If there are extenuating circumstances requiring additional preparation hours, the site administrator will seek pre-approval from the department head overseeing the summer program.
- B. Preparation hours submitted will be approved and paid in a timely manner.

## **ARTICLE 15. DURATION**

### **Section 1: DURATION AGREEMENT CLAUSE**

This Agreement shall be in effect from July 1, 2022 through June 30, 2025.

### **Section 2: REOPENERS**

Either party may provide written notice on or before January 31, 2024, to reopen negotiations over one (1) identified article and/or Appendix in this Agreement. Any reopener negotiations pursuant to this Section will be conducted during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

### **Section 3: 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 AASD.

### **Section 4: 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 5: 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 AASD and the Board of Education, any such changes, amendments or supplemental agreements shall be implemented.

### **Section 6: RATIFICATION AND IMPLEMENTATION**

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

## APPENDIX A – BARGAINING UNIT COMPOSITION

### 1.00 POSITIONS COMPENSATED ON THE AASD REPRESENTED CERTIFICATED POSITIONS SALARY SCHEDULE

*AASD Represented Certificated Positions Salary Schedule rates apply to all position classes designated as AASD Represented Certificated Positions in accordance with Chapter 028.7 (section 3540-354), Division 4 of Title I of the Government Code.*

### 2.00 PLACEMENT OF CLASSES ON SALARY GRADES

(Includes all changes adopted by the Board of Education through June 27, 2023)

#### PAID ON AASD REPRESENTED CERTIFICATED SUPERVISOR I SALARY PLANS

Salary Grade	Title	Salary Grade	Title
028	Administrator, Balboa Park Program	030	Program Manager, Cross Content Literacy UTK-12
020	Administrator, Child Development Center		
030	Administrator, Palomar Program	024	Program Manager, Early Link School Readiness Program
035	Director, Advanced Placement Incentive Grant Program	028	Program Manager, Educational Technology
032	Director, Assessment Services	030	Program Manager, Family Engagement
034	Director, College, Career, and Technical Education	028	Program Manager, Gifted and Talented Education
034	Director, Gifted and Talented Education	030	Program Manager, Health and Wellness
032	Director, Instructional Technology	028	Program Manager, Instructional Media Services
034	Director, Neighborhood Schools and Enrollment Options	030	Program Manager, Integrated Advanced Studies and School Innovation
034	Director, Office of Language Acquisitions (OLA)/Language Schools	026	Program Manager, JROTC
038	Director, Physical Education, Health Education, and Interscholastic Athletics	028	Program Manager, K-12 Music
036	Director, Professional Development for Administrator Support and Integrated Teams	030	Program Manager, Literacy
034	Director, Reconnection	028	Program Manager, Math
034	Director, School Innovation	032	Program Manager, Online Learning
032	Director, Science, Technology, Engineering, & Mathematics (STEM)	026	Program Manager, Parent Outreach
036	Director, Student Programs and Professional Learning	024	Program Manager, Pre K Family Literacy
032	Director, Teaching and Learning Support	028	Program Manager, Program Monitoring
038	Director, Visual and Performing Arts	028	Program Manager, Race/Human Relations and Student Advocacy
027	District Community School Coordinator	028	Program Manager, Restorative Practices
038	Educational Complex Director	028	Program Manager School in the Park
027	Instructional Coordinator	028	Program Manager, School to Career
028	Manager, Instructional Materials	028	Program Manager, Science
030	Manager, Magnet and Innovation Programs	030	Program Manager, Secondary Teaching and Learning
030	Manager, Dropout Prevention	026	Program Manager, Section 504/ADA
030	Program Director, Curriculum, Assessment, and Instructional Design	030	Program Manager, Social Studies
028	Program Manager, Adult Education	030	Program Manager, Special Education
030	Program Manager, Biliteracy and English Learner Support	030	Program Manager, STEM Innovation
030	Program Manager, Children and Youth in Transition	026	Program Manager, Supplemental Educational Services and Extended Day Programs
		028	Program Manager, Teacher Preparation and Induction
		030	Program Manager, Teaching and Learning Specialist, Instrumental Music

#### PAID ON AASD REPRESENTED CERTIFICATED POSITIONS SITE ADMINISTRATORS SALARY PLANS

**Title**

- Lead Principal
- Principal
- Associate Principal
- Program Specialist, Special Education

## APPENDIX B – SALARY SCHEDULES

### SAN DIEGO UNIFIED SCHOOL DISTRICT AASD REPRESENTED CERTIFICATED SUPERVISOR I CERTIFICATED MANAGEMENT SALARY PLAN 0708

Effective July 1, 2023

#### MONTHLY SALARY RATES FOR 12-MONTH/248-DAY SCHEDULE (12 PAY)

Salary Grade	STEPS						Salary Grade
	01	02	03	04	05	06	
<b>010</b>	\$6,706.04	\$7,039.09	\$7,385.79	\$7,768.99	\$8,154.49	\$8,648.41	<b>010</b>
<b>011</b>	6,873.69	7,217.39	7,578.25	7,957.16	8,355.01	8,860.49	<b>011</b>
<b>012</b>	7,039.09	7,385.79	7,768.99	8,154.49	8,562.79	9,060.80	<b>012</b>
<b>013</b>	7,217.39	7,578.25	7,957.16	8,355.01	8,772.76	9,261.22	<b>013</b>
<b>014</b>	7,385.79	7,768.99	8,154.49	8,562.79	8,971.08	9,526.15	<b>014</b>
<b>015</b>	7,578.25	7,957.16	8,355.01	8,772.76	9,169.52	9,728.85	<b>015</b>
<b>016</b>	7,768.99	8,154.49	8,562.79	8,971.08	9,431.83	9,991.50	<b>016</b>
<b>017</b>	7,957.16	8,355.01	8,772.76	9,169.52	9,632.53	10,214.98	<b>017</b>
<b>018</b>	8,154.49	8,562.79	8,971.08	9,431.83	9,892.58	10,470.71	<b>018</b>
<b>019</b>	8,355.01	8,772.76	9,169.52	9,632.53	10,113.85	10,742.50	<b>019</b>
<b>020</b>	8,562.79	8,971.08	9,431.83	9,892.58	10,367.04	11,007.47	<b>020</b>
<b>021</b>	8,772.76	9,169.52	9,632.53	10,113.85	10,636.14	11,286.20	<b>021</b>
<b>022</b>	8,971.08	9,431.83	9,892.58	10,367.04	10,898.48	11,548.84	<b>022</b>
<b>023</b>	9,169.52	9,632.53	10,113.85	10,636.14	11,174.46	11,889.83	<b>023</b>
<b>024</b>	9,431.83	9,892.58	10,367.04	10,898.48	11,434.49	12,157.04	<b>024</b>
<b>025</b>	9,632.53	10,113.85	10,636.14	11,174.46	11,772.11	12,495.69	<b>025</b>
<b>026</b>	9,892.58	10,367.04	10,898.48	11,434.49	12,036.68	12,774.47	<b>026</b>
<b>027</b>	10,113.85	10,636.14	11,174.46	11,772.11	12,371.97	13,113.14	<b>027</b>
<b>028</b>	10,367.04	10,898.48	11,434.49	12,036.68	12,647.99	13,451.77	<b>028</b>
<b>029</b>	10,636.14	11,174.46	11,772.11	12,371.97	12,983.30	13,769.69	<b>029</b>
<b>030</b>	10,898.48	11,434.49	12,036.68	12,647.99	13,318.58	14,124.47	<b>030</b>
<b>031</b>	11,174.46	11,772.11	12,371.97	12,983.30	13,633.36	14,449.32	<b>031</b>
<b>032</b>	11,434.49	12,036.68	12,647.99	13,318.58	13,984.63	14,794.86	<b>032</b>
<b>033</b>	11,772.11	12,371.97	12,983.30	13,633.36	14,306.26	15,195.77	<b>033</b>
<b>034</b>	12,036.68	12,647.99	13,318.58	13,984.63	14,648.38	15,605.82	<b>034</b>
<b>035</b>	12,371.97	12,983.30	13,633.36	14,306.26	15,045.31	15,949.09	<b>035</b>
<b>036</b>	12,647.99	13,318.58	13,984.63	14,648.38	15,451.31	16,340.72	<b>036</b>
<b>037</b>	12,983.30	13,633.36	14,306.26	15,045.31	15,791.18	16,746.55	<b>037</b>
<b>038</b>	13,318.58	13,984.63	14,648.38	15,451.31	16,178.93	17,160.87	<b>038</b>
<b>039</b>	13,633.36	14,306.26	15,045.31	15,791.18	16,580.74	17,583.87	<b>039</b>
<b>040</b>	13,984.63	14,648.38	15,451.31	16,178.93	16,990.96	18,036.29	<b>040</b>
<b>041</b>	14,306.26	15,045.31	15,791.18	16,580.74	17,409.77	18,463.06	<b>041</b>
<b>042</b>	14,648.38	15,451.31	16,178.93	16,990.96	17,857.71	18,934.77	<b>042</b>
<b>043</b>	15,045.31	15,791.18	16,580.74	17,409.77	18,280.26	19,386.22	<b>043</b>
<b>044</b>	15,451.31	16,178.93	16,990.96	17,857.71	18,747.30	19,881.50	<b>044</b>
<b>045</b>	15,791.18	16,580.74	17,409.77	18,280.26	19,194.27	20,355.53	<b>045</b>
<b>046</b>	16,178.93	16,990.96	17,857.71	18,747.30	19,684.66	20,875.59	<b>046</b>
<b>047</b>	16,580.74	17,409.77	18,280.26	19,194.27	20,153.99	21,373.29	<b>047</b>
<b>048</b>	16,990.96	17,857.71	18,747.30	19,684.66	20,668.90	21,919.38	<b>048</b>
<b>049</b>	17,409.77	18,280.26	19,194.27	20,153.99	21,161.68	22,441.96	<b>049</b>
<b>050</b>	17,857.71	18,747.30	19,684.66	20,668.90	21,702.35	23,015.35	<b>050</b>
<b>051</b>	18,280.26	19,194.27	20,153.99	21,161.68	22,219.76	23,564.05	<b>051</b>
<b>052</b>	18,747.30	19,684.66	20,668.90	21,702.35	22,787.47	24,166.11	<b>052</b>
<b>053</b>	19,194.27	20,153.99	21,161.68	22,219.76	23,330.74	24,742.25	<b>053</b>
<b>054</b>	19,684.66	20,668.90	21,702.35	22,787.47	23,926.84	25,374.42	<b>054</b>
<b>055</b>	20,153.99	21,161.68	22,219.76	23,330.74	24,497.28	25,979.36	<b>055</b>

Managers are required to provide a vehicle as a condition of employment. To compensate managers for this expense, rates of pay on this salary schedule include a 1% pay additive. This additive is provided in lieu of reimbursement for the use of a personal car for district business by administrators not provided with a district vehicle.

Includes 5% increase effective 7.1.23

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
AASD REPRESENTED CERTIFICATED SUPERVISOR I  
CERTIFICATED MANAGEMENT SALARY PLAN 0708**

**Effective July 1, 2023**

**ANNUAL SALARY RATES FOR 12-MONTH MANAGERS**

Salary Grade	STEPS						Salary Grade
	01	02	03	04	05	06	
<b>010</b>	\$80,472.46	\$84,469.07	\$88,629.51	\$93,227.82	\$97,853.84	\$103,780.95	<b>010</b>
<b>011</b>	82,484.33	86,608.68	90,939.03	95,485.96	100,260.10	106,325.90	<b>011</b>
<b>012</b>	84,469.07	88,629.51	93,227.82	97,853.84	102,753.42	108,729.54	<b>012</b>
<b>013</b>	86,608.68	90,939.03	95,485.96	100,260.10	105,273.15	111,134.60	<b>013</b>
<b>014</b>	88,629.51	93,227.82	97,853.84	102,753.42	107,653.01	114,313.79	<b>014</b>
<b>015</b>	90,939.03	95,485.96	100,260.10	105,273.15	110,034.24	116,746.25	<b>015</b>
<b>016</b>	93,227.82	97,853.84	102,753.42	107,653.01	113,181.96	119,898.05	<b>016</b>
<b>017</b>	95,485.96	100,260.10	105,273.15	110,034.24	115,590.35	122,579.78	<b>017</b>
<b>018</b>	97,853.84	102,753.42	107,653.01	113,181.96	118,710.93	125,648.49	<b>018</b>
<b>019</b>	100,260.10	105,273.15	110,034.24	115,590.35	121,366.14	128,910.04	<b>019</b>
<b>020</b>	102,753.42	107,653.01	113,181.96	118,710.93	124,404.43	132,089.58	<b>020</b>
<b>021</b>	105,273.15	110,034.24	115,590.35	121,366.14	127,633.72	135,434.41	<b>021</b>
<b>022</b>	107,653.01	113,181.96	118,710.93	124,404.43	130,781.77	138,586.02	<b>022</b>
<b>023</b>	110,034.24	115,590.35	121,366.14	127,633.72	134,093.49	142,677.94	<b>023</b>
<b>024</b>	113,181.96	118,710.93	124,404.43	130,781.77	137,213.88	145,884.50	<b>024</b>
<b>025</b>	115,590.35	121,366.14	127,633.72	134,093.49	141,265.27	149,948.28	<b>025</b>
<b>026</b>	118,710.93	124,404.43	130,781.77	137,213.88	144,440.12	153,293.65	<b>026</b>
<b>027</b>	121,366.14	127,633.72	134,093.49	141,265.27	148,463.66	157,357.64	<b>027</b>
<b>028</b>	124,404.43	130,781.77	137,213.88	144,440.12	151,775.90	161,421.23	<b>028</b>
<b>029</b>	127,633.72	134,093.49	141,265.27	148,463.66	155,799.63	165,236.31	<b>029</b>
<b>030</b>	130,781.77	137,213.88	144,440.12	151,775.90	159,823.00	169,493.64	<b>030</b>
<b>031</b>	134,093.49	141,265.27	148,463.66	155,799.63	163,600.31	173,391.81	<b>031</b>
<b>032</b>	137,213.88	144,440.12	151,775.90	159,823.00	167,815.50	177,538.33	<b>032</b>
<b>033</b>	141,265.27	148,463.66	155,799.63	163,600.31	171,675.06	182,349.20	<b>033</b>
<b>034</b>	144,440.12	151,775.90	159,823.00	167,815.50	175,780.55	187,269.82	<b>034</b>
<b>035</b>	148,463.66	155,799.63	163,600.31	171,675.06	180,543.75	191,389.11	<b>035</b>
<b>036</b>	151,775.90	159,823.00	167,815.50	175,780.55	185,415.66	196,088.63	<b>036</b>
<b>037</b>	155,799.63	163,600.31	171,675.06	180,543.75	189,494.18	200,958.59	<b>037</b>
<b>038</b>	159,823.00	167,815.50	175,780.55	185,415.66	194,147.16	205,930.40	<b>038</b>
<b>039</b>	163,600.31	171,675.06	180,543.75	189,494.18	198,968.88	211,006.40	<b>039</b>
<b>040</b>	167,815.50	175,780.55	185,415.66	194,147.16	203,891.50	216,435.49	<b>040</b>
<b>041</b>	171,675.06	180,543.75	189,494.18	198,968.88	208,917.25	221,556.70	<b>041</b>
<b>042</b>	175,780.55	185,415.66	194,147.16	203,891.50	214,292.56	227,217.23	<b>042</b>
<b>043</b>	180,543.75	189,494.18	198,968.88	208,917.25	219,363.10	232,634.58	<b>043</b>
<b>044</b>	185,415.66	194,147.16	203,891.50	214,292.56	224,967.54	238,578.05	<b>044</b>
<b>045</b>	189,494.18	198,968.88	208,917.25	219,363.10	230,331.28	244,266.31	<b>045</b>
<b>046</b>	194,147.16	203,891.50	214,292.56	224,967.54	236,215.89	250,507.02	<b>046</b>
<b>047</b>	198,968.88	208,917.25	219,363.10	230,331.28	241,847.84	256,479.49	<b>047</b>
<b>048</b>	203,891.50	214,292.56	224,967.54	236,215.89	248,026.74	263,032.52	<b>048</b>
<b>049</b>	208,917.25	219,363.10	230,331.28	241,847.84	253,940.10	269,303.48	<b>049</b>
<b>050</b>	214,292.56	224,967.54	236,215.89	248,026.74	260,428.23	276,184.17	<b>050</b>
<b>051</b>	219,363.10	230,331.28	241,847.84	253,940.10	266,637.11	282,768.58	<b>051</b>
<b>052</b>	224,967.54	236,215.89	248,026.74	260,428.23	273,449.66	289,993.35	<b>052</b>
<b>053</b>	230,331.28	241,847.84	253,940.10	266,637.11	279,968.88	296,907.03	<b>053</b>
<b>054</b>	236,215.89	248,026.74	260,428.23	273,449.66	287,122.12	304,493.01	<b>054</b>
<b>055</b>	241,847.84	253,940.10	266,637.11	279,968.88	293,967.36	311,752.36	<b>055</b>

Managers are required to provide a vehicle as a condition of employment. To compensate managers for this expense, rates of pay on this salary schedule include a 1% pay additive. This additive is provided in lieu of reimbursement for the use of a personal car for district business by administrators not provided with a district vehicle.

Includes 5% increase effective 7.1.23



**SAN DIEGO UNIFIED SCHOOL DISTRICT  
AASD REPRESENTED CERTIFICATED SUPERVISOR I  
CERTIFICATED MANAGEMENT SALARY PLAN 0702**

**Effective July 1, 2023**

**MONTHLY SALARY RATES FOR 11-MONTH MANAGERS (12 PAY)**

Salary Grade	STEPS						Salary Grade
	01	02	03	04	05	06	
<b>010</b>	\$6,165.31	\$6,471.40	\$6,790.22	\$7,142.48	\$7,496.83	\$7,950.93	<b>010</b>
<b>011</b>	6,319.40	6,635.37	6,967.11	7,315.38	7,681.13	8,145.87	<b>011</b>
<b>012</b>	6,471.40	6,790.22	7,142.48	7,496.83	7,872.27	8,330.17	<b>012</b>
<b>013</b>	6,635.37	6,967.11	7,315.38	7,681.13	8,065.31	8,514.28	<b>013</b>
<b>014</b>	6,790.22	7,142.48	7,496.83	7,872.27	8,247.52	8,757.86	<b>014</b>
<b>015</b>	6,967.11	7,315.38	7,681.13	8,065.31	8,430.11	8,944.25	<b>015</b>
<b>016</b>	7,142.48	7,496.83	7,872.27	8,247.52	8,671.22	9,185.74	<b>016</b>
<b>017</b>	7,315.38	7,681.13	8,065.31	8,430.11	8,855.71	9,391.13	<b>017</b>
<b>018</b>	7,496.83	7,872.27	8,247.52	8,671.22	9,094.73	9,626.35	<b>018</b>
<b>019</b>	7,681.13	8,065.31	8,430.11	8,855.71	9,298.22	9,876.20	<b>019</b>
<b>020</b>	7,872.27	8,247.52	8,671.22	9,094.73	9,530.97	10,119.78	<b>020</b>
<b>021</b>	8,065.31	8,430.11	8,855.71	9,298.22	9,778.35	10,376.09	<b>021</b>
<b>022</b>	8,247.52	8,671.22	9,094.73	9,530.97	10,019.65	10,617.39	<b>022</b>
<b>023</b>	8,430.11	8,855.71	9,298.22	9,778.35	10,273.30	10,930.89	<b>023</b>
<b>024</b>	8,671.22	9,094.73	9,530.97	10,019.65	10,512.32	11,176.56	<b>024</b>
<b>025</b>	8,855.71	9,298.22	9,778.35	10,273.30	10,822.78	11,487.97	<b>025</b>
<b>026</b>	9,094.73	9,530.97	10,019.65	10,512.32	11,065.98	11,744.28	<b>026</b>
<b>027</b>	9,298.22	9,778.35	10,273.30	10,822.78	11,374.16	12,055.69	<b>027</b>
<b>028</b>	9,530.97	10,019.65	10,512.32	11,065.98	11,628.00	12,366.91	<b>028</b>
<b>029</b>	9,778.35	10,273.30	10,822.78	11,374.16	11,936.18	12,659.32	<b>029</b>
<b>030</b>	10,019.65	10,512.32	11,065.98	11,628.00	12,244.55	12,985.36	<b>030</b>
<b>031</b>	10,273.30	10,822.78	11,374.16	11,936.18	12,533.92	13,284.04	<b>031</b>
<b>032</b>	10,512.32	11,065.98	11,628.00	12,244.55	12,856.92	13,601.72	<b>032</b>
<b>033</b>	10,822.78	11,374.16	11,936.18	12,533.92	13,152.56	13,970.32	<b>033</b>
<b>034</b>	11,065.98	11,628.00	12,244.55	12,856.92	13,467.01	14,347.28	<b>034</b>
<b>035</b>	11,374.16	11,936.18	12,533.92	13,152.56	13,832.00	14,662.87	<b>035</b>
<b>036</b>	11,628.00	12,244.55	12,856.92	13,467.01	14,205.16	15,022.92	<b>036</b>
<b>037</b>	11,936.18	12,533.92	13,152.56	13,832.00	14,517.71	15,396.08	<b>037</b>
<b>038</b>	12,244.55	12,856.92	13,467.01	14,205.16	14,874.15	15,776.84	<b>038</b>
<b>039</b>	12,533.92	13,152.56	13,832.00	14,517.71	15,243.51	16,165.77	<b>039</b>
<b>040</b>	12,856.92	13,467.01	14,205.16	14,874.15	15,620.66	16,581.68	<b>040</b>
<b>041</b>	13,152.56	13,832.00	14,517.71	15,243.51	16,005.79	16,974.03	<b>041</b>
<b>042</b>	13,467.01	14,205.16	14,874.15	15,620.66	16,417.52	17,407.80	<b>042</b>
<b>043</b>	13,832.00	14,517.71	15,243.51	16,005.79	16,806.07	17,822.76	<b>043</b>
<b>044</b>	14,205.16	14,874.15	15,620.66	16,417.52	17,235.47	18,278.19	<b>044</b>
<b>045</b>	14,517.71	15,243.51	16,005.79	16,806.07	17,646.44	18,713.86	<b>045</b>
<b>046</b>	14,874.15	15,620.66	16,417.52	17,235.47	18,097.12	19,192.09	<b>046</b>
<b>047</b>	15,243.51	16,005.79	16,806.07	17,646.44	18,528.61	19,649.61	<b>047</b>
<b>048</b>	15,620.66	16,417.52	17,235.47	18,097.12	19,002.09	20,151.78	<b>048</b>
<b>049</b>	16,005.79	16,806.07	17,646.44	18,528.61	19,455.05	20,632.10	<b>049</b>
<b>050</b>	16,417.52	17,235.47	18,097.12	19,002.09	19,952.09	21,159.35	<b>050</b>
<b>051</b>	16,806.07	17,646.44	18,528.61	19,455.05	20,427.85	21,663.80	<b>051</b>
<b>052</b>	17,235.47	18,097.12	19,002.09	19,952.09	20,949.78	22,217.27	<b>052</b>
<b>053</b>	17,646.44	18,528.61	19,455.05	20,427.85	21,449.29	22,746.99	<b>053</b>
<b>054</b>	18,097.12	19,002.09	19,952.09	20,949.78	21,997.25	23,328.01	<b>054</b>
<b>055</b>	18,528.61	19,455.05	20,427.85	21,449.29	22,521.65	23,884.33	<b>055</b>

Managers are required to provide a vehicle as a condition of employment. To compensate managers for this expense, rates of pay on this salary schedule include a 1% pay additive. This additive is provided in lieu of reimbursement for the use of a personal car for district business by administrators not provided with a district vehicle.

Includes 5% increase effective 7.1.23

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
AASD REPRESENTED CERTIFICATED SUPERVISOR I  
CERTIFICATED MANAGEMENT SALARY PLAN 0702**

Effective July 1, 2023

**ANNUAL SALARY RATES FOR 11-MONTH MANAGERS (12 PAY)**

Salary Grade	STEPS						Salary Grade
	01	02	03	04	05	06	
<b>010</b>	\$73,983.72	\$77,656.80	\$81,482.64	\$85,709.76	\$89,961.96	\$95,411.16	<b>010</b>
<b>011</b>	75,832.80	79,624.44	83,605.32	87,784.56	92,173.56	97,750.44	<b>011</b>
<b>012</b>	77,656.80	81,482.64	85,709.76	89,961.96	94,467.24	99,962.04	<b>012</b>
<b>013</b>	79,624.44	83,605.32	87,784.56	92,173.56	96,783.72	102,171.36	<b>013</b>
<b>014</b>	81,482.64	85,709.76	89,961.96	94,467.24	98,970.24	105,094.32	<b>014</b>
<b>015</b>	83,605.32	87,784.56	92,173.56	96,783.72	101,161.32	107,331.00	<b>015</b>
<b>016</b>	85,709.76	89,961.96	94,467.24	98,970.24	104,054.64	110,228.88	<b>016</b>
<b>017</b>	87,784.56	92,173.56	96,783.72	101,161.32	106,268.52	112,693.56	<b>017</b>
<b>018</b>	89,961.96	94,467.24	98,970.24	104,054.64	109,136.76	115,516.20	<b>018</b>
<b>019</b>	92,173.56	96,783.72	101,161.32	106,268.52	111,578.64	118,514.40	<b>019</b>
<b>020</b>	94,467.24	98,970.24	104,054.64	109,136.76	114,371.64	121,437.36	<b>020</b>
<b>021</b>	96,783.72	101,161.32	106,268.52	111,578.64	117,340.20	124,513.08	<b>021</b>
<b>022</b>	98,970.24	104,054.64	109,136.76	114,371.64	120,235.80	127,408.68	<b>022</b>
<b>023</b>	101,161.32	106,268.52	111,578.64	117,340.20	123,279.60	131,170.68	<b>023</b>
<b>024</b>	104,054.64	109,136.76	114,371.64	120,235.80	126,147.84	134,118.72	<b>024</b>
<b>025</b>	106,268.52	111,578.64	117,340.20	123,279.60	129,873.36	137,855.64	<b>025</b>
<b>026</b>	109,136.76	114,371.64	120,235.80	126,147.84	132,791.76	140,931.36	<b>026</b>
<b>027</b>	111,578.64	117,340.20	123,279.60	129,873.36	136,489.92	144,668.28	<b>027</b>
<b>028</b>	114,371.64	120,235.80	126,147.84	132,791.76	139,536.00	148,402.92	<b>028</b>
<b>029</b>	117,340.20	123,279.60	129,873.36	136,489.92	143,234.16	151,911.84	<b>029</b>
<b>030</b>	120,235.80	126,147.84	132,791.76	139,536.00	146,934.60	155,824.32	<b>030</b>
<b>031</b>	123,279.60	129,873.36	136,489.92	143,234.16	150,407.04	159,408.48	<b>031</b>
<b>032</b>	126,147.84	132,791.76	139,536.00	146,934.60	154,283.04	163,220.64	<b>032</b>
<b>033</b>	129,873.36	136,489.92	143,234.16	150,407.04	157,830.72	167,643.84	<b>033</b>
<b>034</b>	132,791.76	139,536.00	146,934.60	154,283.04	161,604.12	172,167.36	<b>034</b>
<b>035</b>	136,489.92	143,234.16	150,407.04	157,830.72	165,984.00	175,954.44	<b>035</b>
<b>036</b>	139,536.00	146,934.60	154,283.04	161,604.12	170,461.92	180,275.04	<b>036</b>
<b>037</b>	143,234.16	150,407.04	157,830.72	165,984.00	174,212.52	184,752.96	<b>037</b>
<b>038</b>	146,934.60	154,283.04	161,604.12	170,461.92	178,489.80	189,322.08	<b>038</b>
<b>039</b>	150,407.04	157,830.72	165,984.00	174,212.52	182,922.12	193,989.24	<b>039</b>
<b>040</b>	154,283.04	161,604.12	170,461.92	178,489.80	187,447.92	198,980.16	<b>040</b>
<b>041</b>	157,830.72	165,984.00	174,212.52	182,922.12	192,069.48	203,688.36	<b>041</b>
<b>042</b>	161,604.12	170,461.92	178,489.80	187,447.92	197,010.24	208,893.60	<b>042</b>
<b>043</b>	165,984.00	174,212.52	182,922.12	192,069.48	201,672.84	213,873.12	<b>043</b>
<b>044</b>	170,461.92	178,489.80	187,447.92	197,010.24	206,825.64	219,338.28	<b>044</b>
<b>045</b>	174,212.52	182,922.12	192,069.48	201,672.84	211,757.28	224,566.32	<b>045</b>
<b>046</b>	178,489.80	187,447.92	197,010.24	206,825.64	217,165.44	230,305.08	<b>046</b>
<b>047</b>	182,922.12	192,069.48	201,672.84	211,757.28	222,343.32	235,795.32	<b>047</b>
<b>048</b>	187,447.92	197,010.24	206,825.64	217,165.44	228,025.08	241,821.36	<b>048</b>
<b>049</b>	192,069.48	201,672.84	211,757.28	222,343.32	233,460.60	247,585.20	<b>049</b>
<b>050</b>	197,010.24	206,825.64	217,165.44	228,025.08	239,425.08	253,912.20	<b>050</b>
<b>051</b>	201,672.84	211,757.28	222,343.32	233,460.60	245,134.20	259,965.60	<b>051</b>
<b>052</b>	206,825.64	217,165.44	228,025.08	239,425.08	251,397.36	266,607.24	<b>052</b>
<b>053</b>	211,757.28	222,343.32	233,460.60	245,134.20	257,391.48	272,963.88	<b>053</b>
<b>054</b>	217,165.44	228,025.08	239,425.08	251,397.36	263,967.00	279,936.12	<b>054</b>
<b>055</b>	222,343.32	233,460.60	245,134.20	257,391.48	270,259.80	286,611.96	<b>055</b>

Managers are required to provide a vehicle as a condition of employment. To compensate managers for this expense, rates of pay on this salary schedule include a 1% pay additive. This additive is provided in lieu of reimbursement for the use of a personal car for district business by administrators not provided with a district vehicle.

Includes 5% increase effective 7.1.23

APPENDIX C – SALARY RULES  
(Initial Placement on the Supervisor I Salary Schedule)

1.00 INITIAL PLACEMENT ON THE SUPERVISOR I SALARY SCHEDULE

1.01 An employee who is promoted from a position on the Teachers’ Salary Schedule to a position on the Supervisor I Salary Schedule will first have their annual salary determined in the appropriate grade of the Teachers’ Salary Schedule in accordance with existing regulations and then will be paid at the annual rate the appropriate salary grade on the Supervisor I Salary Schedule which would provide an approximate 10% increase but not more than 12.5% increase. The salary differential received by an employee for additional responsibility on the Teachers’ Salary Schedule (exclusive of differential pay earned as Specialist Reading Teacher, Mentor Teacher, extended-day, longevity or extended work year) will be allowed in determining the new salary placement on the Supervisor I Salary Schedule.

1.02 An employee who is promoted from a position on a Classified Employees’ Salary Schedule to a position on the Supervisor I Salary Schedule will first have their annual salary determined in the appropriate grade of the Classified Employees’ Salary Schedule (exclusive of special day additives) in accordance with existing regulations and then will be paid at that annual rate in the appropriate salary grade on the Supervisor I Salary Schedule which would provide an approximate 10% increase but not more than 12.5% increase.

1.03 A Supervisor I new to the District will be placed on the step of the appropriate salary grade of the Supervisor I Salary Schedule based on an evaluation of the type and level of previous administrative or supervisory experience. The maximum placement normally will be at step “3”. The superintendent may authorize a higher step placement within the salary grade when it is considered to be in the best interest of the District.

2.00 UNDERPAYMENTS AND OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District will issue a supplementary warrant for the total amount due as soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the employee.

### 3.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SUPERVISOR I SALARY SCHEDULE

#### 3.01 Establishing Supervisor I Position Classifications

Each year the superintendent will recommend to the Board of Education a classification table for designated management positions. Classification of these positions will be in accordance with established Supervisor I Salary Schedule Rules and Regulations.

#### 3.02 Special Salary Placement

When it is considered to be in the best interest of the District the superintendent may recommend to the Board of Education special salary placement of Supervisor Is without reverence to standard salary placement procedures. Such special placements will be subject to annual review and recommendation by the superintendent.

#### 3.03 Salary Reductions for Certificated Supervisor I

In accordance with Section 45041 of the Education Code the following divisors will be used to calculate the daily rate of salary earned or to be reduced for certificated Supervisor I's who serve less than a full assignment year:

10-month assignment 193 days

11-month assignment 228 days

12-month assignment 248 days

These divisors apply to late starts, mid-year promotions, resignations, etc.

A newly hired Supervisor I will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating Supervisor I will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the Supervisor I's regular monthly rate.

A Supervisor I who is promoted or demoted other than on the first working day of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.

Salary reductions for all unpaid time in accordance with District policy and procedure will involve a reduction in pay at the Supervisor I's daily rate for each day of absence. Total reductions so determined will not exceed the Supervisor I's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of days in that month. Salary reduction for 50% sick leave will be at one-half of the Supervisor I's daily rate.

3.04 Service Increments

A Supervisor I will be granted one increment for each year of service until the maximum salary for the job class is reached. A year of service is defined as service for at least 75% of the work days in the assignment year for the position classification. Progression between steps is on an annual basis, effective July 1 of each fiscal year. Service increments are granted on July 1 of the fiscal year immediately following the fiscal year in which the service increment was earned.

3.05 Allocation to Salary Grades

3.051 A Supervisor I continuing from the preceding school year in the same job class or assigned to another job class in the same salary grade will be paid at the next higher step in the salary grade in accordance with the guidelines in Section 3.04. Employees so assigned during the fiscal year will be paid at the same rate in the new job class.

3.052 A Supervisor I assigned to a job class paid at a salary grade higher than the previous salary grade will be advanced to the rate on the salary grade for the higher job class which will provide an approximate five percent (5%) increase, or if there is no such step, 7.5%.

3.053 A Supervisor I assigned to a job class in a lower salary grade will be allocated to the same rate if it appears in a lower salary grade, or if the same rate does not appear, to the closest lower rate in the lower salary grade.

3.054 A Supervisor I transferred to or within the Supervisor I Salary Schedule or from the Site Administrator Salary Schedule during the fiscal year will be allowed any earned experience increment credit toward progressive advancement on the Supervisor I Salary Schedule upon completion of a year of service in the combined positions in accordance with Section 3.04.

3.055 If a Supervisor I in a less than twelve (12) month assignment is engaged to work during the off-schedule time, the salary for such work will be prorated on an hourly basis. The base for prorating will be the annual salary to which the employee would otherwise be entitled as follows:

A. If the additional work is in the same job class, the base for prorating will be the employee's regular annual salary divided by the number of scheduled workdays in the regular less than twelve (12) month work year.

B. If the additional work is in a different job class, the annual and daily rates will be determined in accordance with Section 3.052 or 3.053, as appropriate.

- 3.056 The salary of a Supervisor I who transfers from the Site Administrator Salary Schedule to the Supervisor I Salary Schedule and is paid on a step on the Site Administrator Salary Schedule which does not appear on the Supervisor I Salary Schedule will be determined as follows:
- A. If the transfer is to a job class with a salary grade maximum higher than the maximum step placement on the present assignment on the Site Administrator Salary Schedule, the Supervisor I will be paid at the same step on the new salary grade which is just above the present rate.
  - B. If the transfer is to a job class with a salary grade maximum lower than the maximum step placement of the present assignment on the Site Administrator Salary Schedule, the Supervisor I will be paid the same rate if it appears in the lower salary grade, or if the same rate does not appear, the closest lower rate in the lower salary grade.
  - C. If the transfer is voluntary and to a job class with a salary grade maximum lower than the maximum step placement of the present assignment on the Site Administrator Salary Schedule, the Supervisor I will be paid on the step on the new salary grade which results in the smallest reduction in monthly pay.
- 3.06 The monthly salary rates shown in this salary schedule are based on the understanding that the salaries of Supervisor Is are fixed according to the responsibilities to be fulfilled, are not based on a set number of hours per week and will not be adjusted with variations in work schedules unless part-time employment is specifically provided. Regular, full-time managers will be paid the appropriate rates for their respective job classes and step placements as shown in this salary schedule.
- 3.07 **Part-time Assignments**  
Compensation of part-time positions will be determined on the basis of the percent of time of part-time assignments bears to the comparable full-time assignment.
- 3.08 **Higher Salary Rates for Temporary Assignment to a Higher Class**  
When a Supervisor I is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher job class, such employee, while so assigned, will receive the entrance rate of the job class or one increment above the employee's present rate, whichever is higher. In order to qualify for the higher rate of pay the temporary assignment to a higher class must be regular continuous for periods of more than 20 workdays but shall not exceed one year.

A Supervisor I may temporarily be assigned the work of any job class in the same or lower salary grade without change in pay. Temporary assignments must be approved by the superintendent, or designee, prior to the employee starting the out-of-class work.

3.09 Benefits

All pertinent rules and regulations of the District which apply to the entire certificated staff and which are not in conflict with basic rules of the Supervisor I Salary Schedule will also apply to the Supervisor I Salary Schedule, e.g. leaves of absence, sick leave, health and retirement benefits, etc.

3.10 Transferring Between Salary Schedules

An employee transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the employee is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

3.11 Temporary Performance of Management Duties

Employees on other District salary schedules temporarily assigned to perform the duties and responsibilities of a management job class for more than 20 workdays will receive an upward salary adjustment for the entire period of such assignment in accordance with 1.01. Such assignments shall not exceed one year and must be approved by the superintendent, or designee, prior to the employee starting the assignment.

4.00 COMPENSATION FOR HOURLY SERVICES

Compensation for management work is salaried and not subject to overtime. Supervisor Is are not eligible for compensation above their salary during their contract year. Compensation for hourly services is only available during specified periods of time.

4.01 Hourly Management Assignments

\$59.10

This rate applies to ten- and eleven-month District Supervisor I Salary Schedule employees providing services which involve management responsibilities including planning, conducting, and evaluating activities such as materials development projects and staff inservice classes and workshops on an hourly basis at times outside their normal assignment year including, if appropriate, Winter and Spring vacation periods and between the end of one school year and the beginning of another.

4.02 Hourly Certificated Non Supervisor I Assignments

\$43.29

This rate applies to ten- and eleven-month District Supervisor I Salary Schedule employees providing hourly nonclassroom-certificated services which do not involve management responsibilities during times outside their assignment year as defined in Section 4.01. These nonclassroom assignments include library service, counseling, materials development, and all other nonclassroom certificated hourly services except workshop participation.

4.03 Workshop Participation  
\$28.89

This rate applies to ten- and eleven-month District Supervisor I Salary Schedule employees participating in workshops which do not involve management responsibilities referenced in Section 6.01. Such workshop participation must be at the request of the District and take place during times outside their assignment year as defined in Section 4.01.

4.04 When a Supervisor I is performing work outside of their assignment year for which an appropriate pay rate has not been established, the appropriate pay rate will be determined by the Executive Director, Human Resources or designee.

4.05 An annual longevity stipend shall be paid to unit members who have completed twenty-two (22) or more years of service to San Diego Unified School District in a monthly salaried position. The amount of the stipend shall be two and a half percent (2.5%) of the employees annual base salary, and will be paid to all those in AASD represented position who meet the criteria annually on July 1. The stipend shall be paid on the September monthly pay warrant.

1.0 POSITIONS COMPENSATED ON THE SITE ADMINISTRATOR SALARY SCHEDULE

1.01 Site Administrators Salary Schedule Rates apply to all site administrator position classes designated as management in accordance with Chapter 10.7 (Section 3540-3549), Division 4 of Title 1 of the Government Code.

1.02 The Site Administrator Salary Schedule rates apply to the following job classes:  
Principal or Principal on Special Assignment  
Associate Principal or Associate Principal on Special Assignment

2.00 INITIAL PLACEMENT ON THE SITE ADMINISTRATOR SALARY SCHEDULE

2.01 An employee who is promoted to a position on the Site Administrator Salary Schedule will be placed on the step on the Site Administrator Salary Schedule which provides an increase in the monthly rate of pay of approximately 10%, but not more than 12.5% and not to exceed the maximum step placement for the assignment. Salary differentials received by an employee for additional



responsibility will be allowed in determining the new step placement on the Site Administrator Salary Schedule.

- 2.02 A new site administrator hire from outside the District will be placed on the appropriate step on the Site Administrator Salary Schedule which considers the type and level of related experience. The maximum initial step placement normally will be no higher than the step which is six steps below the maximum step placement for the assignment. The superintendent may authorize a higher step placement when it is considered to be in the best interest of the District.

### 3.00 UNDERPAYMENTS AND OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District will issue a supplementary warrant for the total amount due as soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the District and the employee.

### 4.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SITE ADMINISTRATOR SALARY SCHEDULE

#### 4.01 Special Salary Placement

When it is considered to be in the best interest of the District the superintendent may recommend to the Board of Education special salary placement of site administrators without reference to standard school classification or salary placement procedures. Such special placements are for one year only and will be reviewed annually by the superintendent.

#### 4.02 Salary Reduction for Less than a Full Assignment Year

In accordance with Section 45041 of the Education Code the number of workdays in the site administrator's work year will be used as the divisor to calculate the daily rate for salary earned or to be deducted for site administrators who serve less than a full assignment year.

A newly hired site administrator will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating administrator will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate.

Salary reductions for all unpaid time in accordance with District policy and procedure will involve a reduction in pay at the site administrator's daily rate for each day of absence. Total reductions so determined will not exceed the administrator's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of days in that month. Salary reduction for 50% sick leave will be at one-half of the administrator's daily rate.

An administrator whose salary changes during the work year or who changes mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have their pay determined as follows. The earnable salary (based on daily rate and number of work days) is determined for each assignment. One balancing payment is made which takes into account the earnings in the initial assignment, and the projected earnings in the new assignment. This balancing payment will ensure the appropriate annual earnings are received for the full work year.

#### 4.03 Service Increments

4.031 A year of service is defined as service for at least 75% of the work days in the assignment year for the position classification. Progression between steps is on an annual basis, effective July 1 of each fiscal year. Service increments are granted on July 1 of the fiscal year immediately following the fiscal year in which the service increment was earned.

4.032 Site administrators must have a Summary Evaluation on their most recent Management Performance Evaluation of at least "Meets Standards" in order to receive a service increment.

4.033 A site administrator will be granted two increments for each year of service as a site administrator until the maximum step placement for the assignment is reached.

4.034 Site administrators compensated as Associate Principals receive two increments on the first day of the month following the first anniversary of their initial promotion.

#### 4.04 Step Placement

4.041 A site administrator who is promoted to principal or is reassigned to or selected for a position with a higher maximum step placement will advance two steps on the salary plan on the effective date of the new assignment unless the maximum step placement for the new assignment would be exceeded. In such instances, the new salary will be the maximum step placement for the new assignment.

- 4.042 The salary of a site administrator who is reassigned to or selected for a position with a lower maximum step placement will be reduced to the new assignment's maximum step placement effective one year from the date of the new assignment if the administrator's current step placement exceeds the maximum step placement for the new assignment. If the administrator's current step placement does not exceed the maximum step placement for the new assignment, the current step placement will be retained.
- 4.043 Site administrators who are assigned to a position with a minimum step placement which exceeds their current step placement will have their salary increased to the minimum step placement for the position on the effective date of the assignment.
- 4.05 **Part-time Assignments**  
The monthly salary rates shown in this salary schedule are based on the understanding that the salaries of site administrator positions are fixed according to the responsibilities to be fulfilled, are not based on a set number of hours per week and will not be adjusted with variations in work schedules unless part-time employment is specifically provided. All regular, full-time site administrators will be paid the appropriate rates for their respective positions and step placements as shown in this salary schedule. Compensation of part-time positions will be determined on the basis of the percent of time the part-time assignment bears to the comparable full-time assignment.
- 4.06 **Higher Salary Rates for Interim Assignment**  
When a site administrator is qualified for and is temporarily required to serve regularly in and accepts the responsibility for work in a position with a higher maximum step placement, such administrator, while so assigned, will receive the minimum step placement for the assignment or one step above the administrator's current rate, whichever is higher. In order to qualify for the higher rate of pay, the temporary assignment to a higher class must be regular and continuous for periods of more than 20 work days but shall not exceed one year. An administrator may be temporarily assigned the work of a position with the same or lower maximum step placement without change in pay. Temporary assignments must be approved by the superintendent, or designee, prior to the administrator starting such assignments.
- 4.07 **Benefits**  
All pertinent rules and regulations of the District which apply to the entire certificated staff and which are not in conflict with basic rules of the Site Administrator Salary Schedule will also apply to the Site Administrator Salary Schedule, e.g. leaves of absence, sick leave, health and retirement benefits, etc.
- 4.08 **Transferring Between Salary Schedules**  
An employee transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule

to which the employee is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

4.09 Temporary Performance of Management Duties  
 Employees on other District salary schedules temporarily assigned to perform the duties and responsibilities of a site administrator for more than 20 workdays will receive an upward salary adjustment for the entire period of such assignment in accordance with section 2.01. Such assignments shall not exceed one year and must be approved by the superintendent, or designee, prior to the employee starting the assignment.

5.00 SCHOOL CLASSIFICATION PLAN

5.01 Two independent factors, staff and enrollment, are used in determining site administrators' minimum and maximum step placements.

\*PRINCIPALS

<u>SALARY GRADE</u>	<u>MINIMUM STEP PLACEMENT</u>	<u>MAXIMUM STEP PLACEMENT</u>	<u>FTE STAFFING FROM - TO</u>	<u>ENROLLMENT FROM - TO</u>
010	9	20	29.99 or fewer	499 or fewer
011	9	20	30 - 49.99	500 - 899
012	9	20	50 - 74.99	900 - 1149
013	9	20	75 - 99.99	1150 - 1399
014	9	20	100 - 124.99	1400 - 1899
015	9	20	125 or more	1900 or more

\*\* ASSOCIATE PRINCIPALS

<u>SALARY GRADE</u>	<u>MINIMUM STEP PLACEMENT</u>	<u>MAXIMUM STEP PLACEMENT</u>	<u>FTE STAFFING FROM - TO</u>	<u>ENROLLMENT FROM - TO</u>
010	1	15	29.99 or fewer	499 or fewer
011	1	15	30 - 49.99	500 - 899
012	1	15	50 - 74.99	900 - 1149
013	1	15	75 - 99.99	1150 - 1399
014	1	15	100 - 124.99	1400 - 1899
015	1	15	125 or more	1900 or more

\* Initial placement of principals at schools with an interscholastic athletic program will be on a step in at least Salary Grade 014 in accordance with guidelines in Administrative Procedure 7621, Sections C.4. and C.5. and Salary Grade 015 if the FTE and enrollment warrant the higher level.

\*\*The maximum step placement of a site administrator compensated as an Associate Principal is 5 steps (approximately 12.5%) below the maximum step placement of that school's Principal. The minimum step placement of a site administrator compensated as an Associate Principal is 8 steps (approximately 20%) below the minimum step placement of that school's Principal. Shared Associate Principal assignments shall be placed on salary grade 15. If a shared Associate Principal obtains a single site Associate Principal assignment, they shall maintain salary grade 15 while they are in a single site Associate Principal assignment, regardless of the school principal's step placement.

\*\*\* Early Childhood Education, State Preschool and Headstart Programs shall be counted in the total school enrollment for salary calculations for the Principal and the Associate Principal.

6.00 SUMMER SESSION SERVICE

If the summer session exceeds the days in the work year, principals and/or associate principals may be called upon to cover the remaining days and will be paid for the hours worked each day in accordance with Section 7.04.

7.00 COMPENSATION FOR HOURLY SERVICES (Available only during specified periods of time.)

7.01 Hourly Management Assignments

\$59.10\*

This rate applies to site administrators providing services which involve management responsibilities including planning, conducting, and evaluating activities such as materials development projects and staff in-service classes and workshops on an hourly basis at times outside their normal work-year.

7.02 Hourly Certificated Non-management Assignments

\$43.29\*

This rate applies to site administrators providing hourly non-classroom certificated services during times outside their normal assignment which do not involve management responsibilities as defined in Section 7.01. These non-classroom assignments include library service, counseling, materials development, and all other non-classroom certificated hourly services except workshop participation.

7.03 Hourly Workshop Participation

\$28.89\*

This rate applies to site administrators participating in workshops which do not involve management responsibilities referenced in Section 7.01. Such workshop participation must be at the request of the District and take place during times outside their normal work year.

7.04 Pro-Rata Pay

If a site administrator is engaged to work outside their normal work year, the salary for such work will be prorated on a daily basis. The base for prorating will be the annual salary to which the employee would otherwise be entitled as follows:

- a. If the additional work is in the same job class and the full range of duties is performed, the base for prorating will be the employee's regular annual salary divided by the number of scheduled workdays in their normal work year.
- b. If the additional work is in a different job class, the rate of pay will be determined in accordance with Section 4.04 of these salary rules or the rules of the appropriate salary schedule.

7.05 When a site administrator is performing work outside of their workyear for which an appropriate payrate has not been established, the appropriate payrate will be determined by Human Resources Services Division.

\* Amounts designated by an asterisk shall be subject to the same percentage increase as negotiated for all other rates on the salary schedule.

8.00 ANNUAL SUPERVISION STIPEND  
\$6,000 Annually

Effective July 1, 2023, the supervision stipend will be increased to \$3,000 per semester and will include Senior High School Principals.

Annual supervision stipends are payments made by the District to Senior High School Principals, Associate Principals, Instructional Coordinators and Principal, Associate Principals and Instructional Coordinators assigned to the School of Creative and Performing Arts for responsibilities of planning, organizing, supervising, and directing activities associated with supervision of students at school-sponsored dances, interscholastic athletic events or drama, music, and speech activities at which the presence of the Principal, Associate Principal and/or Instructional Coordinator is required, as assigned by the site Principal. Such payment will be paid in installments at the conclusion of each semester in accordance with certification of service.

Effective July 1, 2023, when a site has an athletic team(s) that qualifies for quarterfinal or higher CIF Section or State playoffs, the Principal, Associate Principal, and/or Instructional Coordinator will receive \$100 per event for the CIF-required designated administrator supervising the game(s) played. If CIF requests or a site believes additional administrative supervision is required at a quarterfinal or higher playoff event, the site administrator may seek prior approval from the Athletics Department to provide the post-season stipend to all administrators supervising at that event.

Sites shall submit to the Athletics Department their supervision schedules for all athletic League events, CIF Section, and State playoffs.

9.00 COACHING PRINCIPAL STIPEND  
\$2,500 per semester

Site principals appointed as Coaching Principals will receive a stipend of \$2,500 per semester. This stipend is paid in recognition of the responsibility for assisting and coaching other principals while also continuing to be responsible for managing a school site. Payment of stipends will be made at the conclusion of each semester with certification of service.

10.00 PRIME TIME EXTENDED DAY PROGRAM STIPEND  
\$2,500 per semester

Effective July 1, 2000, site administrators managing the day-to-day operations of a San Diego Prime Time Extended Day Program in the absence of other non-District provider agencies will receive a stipend of \$2,500 per semester. This stipend is paid in recognition of the responsibility for managing and operating the day-to-day activities associated with the Prime Time Extended Day Program while also continuing to be responsible for their regular assignment related to managing a school site. Payment of stipends will be made at the conclusion of each semester with certification of services as provided by the Extended Learning Opportunities Department.

11.00 LONGEVITY STIPEND

An annual longevity stipend shall be paid to unit members who have completed twenty-two (22) or more years of service to San Diego Unified School District in a monthly salaried position. The amount of the stipend shall be two and a half percent (2.5%) of the employees annual base salary, and will be paid to all those in AASD represented position who meet the criteria annually on July 1. The stipend shall be paid on the September monthly pay warrant.

12.00 STATE PRESCHOOL PROGRAM STIPEND

The designated site administrator of a site with a State Preschool program will receive a one-time stipend of \$600 in recognition of the State requirement to attend an orientation, preventative health training, and provide proof of vaccination status. This stipend will be paid one-time in the school year that the designated site administrator completes these requirements.

This \$600 stipend will be paid to any designated site administrator that had a State Preschool program at their site in the 2022-2023 school year. Then, in the future, the stipend would be paid to any newly appointed designated site administrator to a site that has a State Preschool program or to any designated site administrator where a State Preschool program is newly added to their site, after that designated site administrator completes the requirements.

## APPENDIX D – Memorandum of Understanding – Principal Evaluation

### MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO UNIFIED SCHOOL DISTRICT AND ADMINISTRATORS ASSOCIATION SAN DIEGO CERTIFICATED UNIT

August 29, 2011

#### PRINCIPAL EVALUATIONS

The principal evaluation system supports the leadership responsibilities of school principals, identifies which professional development activities best meet the needs of school leaders, and provides opportunity to dialogue with evaluators. This developmental process will support and help develop the unique skill sets and knowledge school principals need to promote teaching and learning at their respective schools.

#### Definitions

1. New Principal: first assignment as a principal in the San Diego Unified School District.
2. Evaluation Process: inclusive of all instruments, forms, and training
3. Start of the School Year: first day of student instruction.

#### **Section 1. Responsibility for Evaluation**

- A. The immediate supervisor of the principal shall be their evaluator and is responsible for that principal's evaluation.
- B. The evaluator is responsible for initiating the evaluation process by conducting an orientation meeting for the bargaining unit member and providing all documents, templates, worksheets, and applicable evaluation tools to be used in the evaluation process. The principal is responsible to respond within ten (10) working days of the receipt of the materials from the evaluator unless the time is extended by the mutual agreement of both parties and AASD.
- C. Orientation/Training shall be completed no later than the third week of the start of the school year, for utilization in the two (2) year evaluation period. If bargaining unit members do not receive training or orientation within the required deadline they cannot be evaluated until the following academic year.
- D. The evaluation responsibility may be changed with the mutual agreement of the principal being evaluated and his/her immediate supervisor. If the evaluator is changed, the principal shall be advised in writing of whom his/her evaluator will be. Notification shall be no later than September 15. If the notification occurs after September 15, the evaluation shall occur in the following academic year, except for new principals.

#### **Section 2. Frequency of Evaluation**

- A. New principals shall be evaluated annually for two (2) consecutive years upon appointment.



- B. Thereafter, unit members who have been assigned as a principal for two (2) or more years, and received satisfactory evaluations, shall be placed on an evaluation period that spans two (2) consecutive years with an evaluation discussion at the end of the first year and the final evaluation issued at the end of the second year.
- C. Other than new principals, principals reassigned after September 30 will be scheduled for evaluation the following year.
- D. Principals reassigned will maintain their status in the evaluation cycle as noted in 2.B. above.

### **Section 3. Evaluation Timeline**

The following timeline will be utilized in the evaluation process for site principals, and will be revisited each spring by AASD and the District to agree upon the specific timeline dates for the following school year. In the event, the supervisor misses these timelines the evaluation process may be continued only upon the agreement of the evaluatee and AASD. In the event the evaluation process is terminated due to missed deadlines, the principal will be scheduled for the next year's evaluation cycle. If a principal does not meet agreed upon deadlines, the evaluation process shall continue to its conclusion.

- A. The principal evaluation orientation/training shall be completed no later than the end of the third week after the start of the school year in the first year of the evaluation period. Evaluatees will have the option of being trained at a central location or individually. The parties agree that individual or smaller groups are more effective for the purpose of this type of training.
- B. Principals reassigned after September 30 will be scheduled for evaluation the following school year.
- C. The meeting between the principal and the evaluator shall occur no later than the end of the third week of November in the first year of the evaluation period.
  - i. The Principal and the Evaluator shall have an evaluation conference where one (1) or two (2) professional goals are set for the two (2) year evaluation period. This plan shall be written and mutually agreed upon by the evaluatee and evaluator. At the conference, the principal will provide a self-evaluation of his/her performance, and the evaluator may provide an assessment of the principal's current performance.
  - ii. If the principal and evaluator are unable to reach mutual agreement on the content of the professional development goals, the principal may ask for a conference with the supervisor's immediate supervisor or superintendent's designee, the supervisor, and a representative from AASD in order to resolve the disagreement.
  - iii. During the school years, if school circumstances change unexpectedly, or if constraints are identified which may affect the principal's attainment of the agreed upon goals, the plan may be modified by mutual agreement of the evaluator, the principal, and AASD. Either the principal or the evaluator may

initiate a discussion about plan modification. The evaluator shall provide the principal assistance to achieve their goals.

- D. If optional meetings are scheduled, they may occur between the third week of November and the quarterly evaluation discussions. The principal and evaluator may have meetings to review and assess the principal's progress toward the agreed upon goals for the evaluation period.
- E. Quarterly evaluation discussion meetings shall occur during January and February of the two (2) year evaluation cycle and an evaluation discussion meeting shall occur prior to the last day of the student instruction at the principal's site in the first year of the evaluation period.
  - i. The goal of this meeting is to provide an opportunity for an interim progress review.
  - ii. If needed, the evaluator and the evaluatee will mutually develop a written plan to address any constraints in achieving the principal's professional development goals. The district shall provide time and resources to promote the revised plan.
  - iii. If mutually agreed, adjustments may be made by the evaluator to the goals established in Section 3.C.i.
- F. The principal end of the year self assessment shall occur no later than one (1) week after the final day of student instruction at the principal's site in the second year of the evaluation period.
- G. The evaluator's end of the year assessment of principal's performance shall occur no later than one (1) week after the final day of student instruction at the principal's site in the second year of the evaluation period.
- H. The final evaluation meeting shall occur prior to the last day of the principal's workyear in the second year of the evaluation period.
  - i. The evaluatee shall receive his/her final written evaluation.
  - ii. If the documents are received later than the date designated above, the evaluation shall be included in the principal's personnel file only with the permission of the principal.

#### **Section 4. Dispute Resolution**

If the principal and evaluator are unable to reach mutual agreement on the content of the principal's evaluation, which is exclusive of the supervisor's narrative comments, the principal is entitled to a conference with the supervisor's immediate supervisor or superintendent's designee, the supervisor, and a representative appointed by AASD in order to resolve the disagreement. The evaluation content determined at the conference shall constitute the principal's evaluation for the year. The supervisor's narrative comments may not be disputed within the dispute resolution conference. The principal may note on the

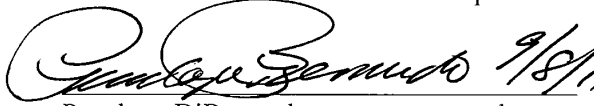
district evaluation form that the summary rating was not the product of mutual agreement. The principal is entitled to write a narrative rebuttal to the evaluation that shall be attached to the evaluation filed in the principal's personnel file.

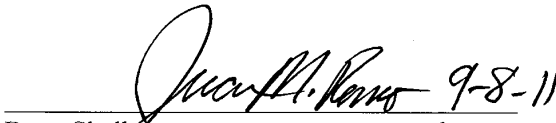
**Section 5. Annual Review**

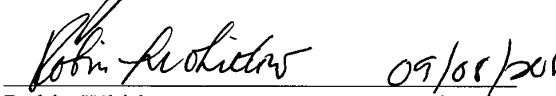
AASD and the District will jointly review the evaluation process on an annual basis prior to April 1<sup>st</sup>. The purpose of the meeting shall be to meet and resolve certificated evaluation issues that may arise during the term of this agreement.

**Section 6. General Provisions**

- A. In no case shall student test scores be utilized as a measure of the Principal's performance.
- B. The evaluation process is a developmental model that promotes growth through goal setting and consistent assessment. The process is not a rating scale and does not contemplate failure on the principal's part.
- C. In the event the evaluation instrument is changed/modified, the District shall contemporaneously notify AASD of the change.
- D. This Article is not intended to limit the district's ability to initiate discipline as provided by Education Code and district procedures.

 9/8/11  
\_\_\_\_\_  
Penelope DiBernardo date  
Human Resources Officer  
Labor Relations Department

 9-8-11  
\_\_\_\_\_  
Dana Shelburne date

 09/08/2011  
\_\_\_\_\_  
Robin Whitlow date

APPENDIX E – School Site Management Performance Evaluation Report



School Site Management Performance Evaluation Report School Year: \_\_\_\_\_  
 San Diego Unified School District  
 Human Resource Services Division

Employee Name	Employee ID #	Position Title
School		Cost Center
Evaluator Name		Title

Directions for completion:

The evaluator will evaluate the evaluatee based on their completion of the Work Plan, their demonstration of the three leadership components (instructional, operational, and organizing and working with parent and community members), and their job description.

There are three possible ratings:

- Meets Standards
- Requires Improvement
- Unsatisfactory

As specified in the School Site Management Performance Evaluation Process document, the evaluator will:

- Rate the evaluatee on each element within each leadership component.
- Rate the evaluatee on each leadership component overall.
- Provide an evaluative narrative of evaluatee’s performance within each leadership component; the narrative will include the degree to which evaluatee demonstrated specified indicators of effective performance.
- Complete a summary evaluation based on the above.

Time Line for Completion

- ◆ For administrators who receive a March 15 notice: **By the end of the second week in May**, a final conference will occur during which the evaluatee will receive their final evaluation report.
- ◆ For administrators demonstrating effective performance: **By the end of the school year**, a final conference will occur during which the evaluatee will receive their final evaluation report.

Name: \_\_\_\_\_

Empl ID No. \_\_\_\_\_

<b>COMPONENT #1: INSTRUCTIONAL LEADERSHIP</b>			
Element	Meets Standards	Requires Improvement	Unsatisfactory
In accordance with policies and procedures established by the Board of Education and Superintendent:			
<ul style="list-style-type: none"> <li>Develops, articulates, implements, and stewards a vision of the centrality of student learning and instruction that is shared and supported by the school community.</li> </ul>			
<ul style="list-style-type: none"> <li>Ensures and sustains a school culture and instructional program resulting in high academic achievement for students.</li> </ul>			
<ul style="list-style-type: none"> <li>Organizes and leads professional development focused on improving and enhancing student achievement and engaging in their own professional growth.</li> </ul>			
<i>Overall evaluation of Component 1</i>			

Indicators of Effective Performance:

Develops school direction consistent with long-term needs and goals, and district instructional initiatives.

Plans, implements and sustains school improvement efforts.

Develops a strong instructional program.

Sets and maintains high student performance standards for all students.

Identifies students' needs and encourages the development of programs accordingly.

- Is sensitive to issues of diversity.
- Develops effective programs to address educational and appropriate social needs of all students; works to provide high quality assistance for students with special needs.
- Assesses and responds to staff's professional development needs.
- Assesses and responds to staff's performance and gives feedback.

Evaluative Narrative (use additional page(s) or attach pages as needed):

School Site Management Performance Evaluation Report School Year: \_\_\_\_\_  
 San Diego Unified School District  
 Human Resource Services Division

Name: \_\_\_\_\_

Empl ID No. \_\_\_\_\_

<b>COMPONENT #2: OPERATIONAL LEADERSHIP</b>			
Element	Meets Standards	Requires Improvement	Unsatisfactory
In accordance with policies and procedures established by the Board of Education and Superintendent:			
• Ensures effective management of the organization.			
• Ensures operations that lead to a safe, efficient, and effective learning environment.			
• Ensures utilization of resources to provide a safe, efficient, and effective learning environment.			
<i>Overall evaluation of Component 2</i>			

Indicators of Effective Performance:

- Manages and motivates others; assigns staff effectively; utilizes effective team management skills; delegates effectively.
- Uses time efficiently; initiates personal professional development; solicits external feedback and guidance.
- Manages the daily school operations; handles crises effectively; maintains discipline and order in the school; works to provide a secure school environment.
- Effectively allocates and manages finances/resources; has procedures in place to comply with state and federal program requirements.
- Effectively manages co-curricular and extra -curricular programs and activities.

Evaluative Narrative (use additional page(s) or attach pages as needed):

School Site Management Performance Evaluation Report School Year: \_\_\_\_\_  
 San Diego Unified School District  
 Human Resource Services Division

Name: \_\_\_\_\_

Empl ID No. \_\_\_\_\_

<b>COMPONENT #3: ORGANIZING AND WORKING WITH PARENT AND COMMUNITY MEMBERS</b>			
Element	Meets Standards	Requires Improvement	Unsatisfactory
In accordance with policies and procedures established by the Board of Education and Superintendent:			
<ul style="list-style-type: none"> <li>Collaborates and communicates with parents regarding student achievement and school programs.</li> </ul>			
<ul style="list-style-type: none"> <li>Collaborates with families and community members, responding to diverse community interests and needs, and mobilizing community resources.</li> </ul>			
<ul style="list-style-type: none"> <li>Understands, responds to, and influences issues within the context of the community in which the school exists.</li> </ul>			
<i>Overall evaluation of Component 3</i>			

Indicators of Effective Performance:

- Employs parent outreach programs and strategies to engage parents in student learning.

Communicates with parents, family and students regarding student achievement and school programs.

Responds to district and school community, acting as an effective advocate for the school.

Evaluative Narrative (use additional page(s) or attach pages as needed):

School Site Management Performance Evaluation Report School Year: \_\_\_\_\_  
 San Diego Unified School District  
 Human Resource Services Division

Name: \_\_\_\_\_

Empl ID No. \_\_\_\_\_

<b>SUMMARY EVALUATION</b>			
Component	Meets Standards	Requires Improvement	Unsatisfactory
• Instructional Leadership			
• Operational Leadership			
• Organizing and Working with Parent and Community Members			
<i>SUMMARY JOB PERFORMANCE EVALUATION</i>			

Evaluator Comments:

Evaluatee Comments:

Signature of Evaluatee: \_\_\_\_\_

—

**Date:**

Signature of Evaluator: \_\_\_\_\_

—

**Date:**