

The following is the package of proposals presented by SEA to SUHSD on May 23, 2011. It is not a comprehensive proposal. SEA will be presenting other proposals on a variety of topics.

Article 2.2 The bargaining unit is limited to: 7-12 classroom teachers (middle/junior/senior high school,) adult program classroom teachers, ROP teachers, other hourly teachers, library media teachers, school nurses, speech therapists, individualized instruction teachers/independent study teachers, resource teachers, associated student body advisors, children's center permit teacher, **interns** and teachers on alternative assignment.

Article 3.8 Release Time – Association Officials:

The Association President and **any additional officers**, ~~up to one (1) additional officer~~, as identified by the Association, shall be granted a reduced teaching assignment.

The District shall pay the officers' salaries and fringe benefits. The Association shall reimburse the District for the total cost for any additional officer and for the total cost less the cost of health and welfare benefits for the Association president. The maximum District contribution toward the health and welfare benefit package for the Association president shall be the same as for the other bargaining unit members. Leave shall be in accordance with Education Code section 44987 and may be granted on a yearly basis or on a semester basis.

The full-time released Association president, or any other released officer, shall be guaranteed State Teachers Retirement System (STRS) participation and maintenance of seniority, annual sick leave, and personal necessity leave.

The Association president shall also be eligible for salary advancement and reclassification during the term of the approved leave. Application for leave shall be submitted sixty (60) calendar days prior to the beginning of leave.

Timelines may be waived by mutual Agreement between the parties.

Article 3.9 Upon returning to active employment with the District, the Association President **and any full-time release officer** shall be placed in the same position, contingent upon the continued availability of that position, in which he or she was employed immediately prior to the leave.

Article 4.1 Duty Hours:

A. The hours may be increased by mutual consent between the unit member and his/her principal/supervisor. Each instructional hour in the adult school will consist of a maximum of sixty (60) minutes of instruction. Where classes are equal to or exceed 120 minutes in length, a fifteen (15) minute scheduled break shall be provided to unit members who are scheduled **to be on duty** to teach classes both before and immediately following such a break.

Article 4.2 Assignment and Transfer:

C. **Transfer:**

1. The District shall provide all Adult School teachers written notice through posting regarding open teaching positions, as well as maintain a central telephone number and recorded message to apprise all Adult School teachers of vacant teaching assignments.

To the extent the District is aware, as of the Monday of the **last full calendar week in June** ~~as of July 31~~, of positions required to be filled for the next school year, the District shall post such positions. If a unit member gives notice of his or her resignation or retirement, or dies before the Friday before Thanksgiving, the District shall post such vacated position for the next semester

Article 4.3 Wages:

C. ~~Permanent Adult School teachers shall have their semester salary divided into five (5) paychecks of equal amount when assigned to a traditional work year schedule.~~  
Adult school teachers shall have their semester salary divided into monthly paychecks.

E. All ~~full-time~~ Adult School teachers assigned to a split shift contract will be compensated at a rate of \$600 annually. A split shift shall be defined as a split of at least four (4) hours.

#### 4.4 Faculty Advisory Committee:

##### C. **Composition of the Faculty Advisory Committee**

The FAC at the Chula Vista Adult School, National City Adult School, Montgomery Adult School, and San Ysidro Adult School shall consist of three (3) bargaining unit members, the Association selected site representative, **a member from the counseling department** and the school principal. The bargaining unit members shall be elected democratically by an at-large election conducted by the SEA site representative.

#### 4.4 Faculty Advisory Committee:

E. A draft master schedule which contains proposed assignments for the following fall semester will be presented to the FAC during an FAC meeting no later than ~~two (2)~~ **three (3)** weeks prior to the end of semester II

#### Article 4.4 Faculty Advisory Committee:

##### G. Compensation

~~The wages paid~~ Compensation to elected members of the FAC shall be established in Appendix C-4.

Article 5 to be replaced by current Appendix M

We want to add a description of the Bounceback program

Request for Information:

What is it?

Could the unit members be covered elsewhere?

Description of the program?

How many employees?

What's the work day like?

Work days in a school year?

Who is in the program?

#### **D. Community Day School**

4. A minimum of ~~one hundred eighty-four (184)~~ **two hundred five (205)** workdays in a flexible calendar shall be assigned to unit members in the program which may be different from the regular work year calendar. Time off without pay shall be developed with input from the staff with the approval of the Director of Alternative Education or his/her designee.

Article 6.5 Work Year:

A. The work year for 7-12 school unit members, including full-time unit members who transfer into or out of an alternative work year position, shall be one hundred eight-four (184) duty days. This shall include:

180 instructional days  
4 non-instructional days as identified by the calendar

B. The following holidays and/or recess periods are recognized by the District as non-duty days/periods:

1. Lincoln Day
2. Holiday declared by the District in lieu of Admissions Day if holiday not observed on Admissions Day
3. Washington Day
4. Spring recess period
5. Memorial Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Winter recess period

- 10. Martin Luther King, Jr. Day
- 11. Cesar Chavez Day
- 12. Fall recess period**

#### Article 6.8

The work year schedule shall be one hundred eighty-four (184) workdays, **unless otherwise stated in the contract.** The specific allocation of all workdays shall be consistent with Appendix G, year-round calendars of the collective bargaining agreement.

#### Article 6.11

The provisions of Article 36, Transfer, shall apply to schools with alternative work years. Unit members assigned to alternative work year positions shall be given the opportunity to apply for transfer pursuant to Article 36. All transfers into or out of an alternative work year schedule shall be accomplished in accordance with the collective bargaining agreement. The work year of a full-time unit member who transfers into or out of the alternative work year school, shall be guaranteed one hundred eighty-four (184) workdays. **Alternative work year is defined as an alternative to a 184 day calendar.**

#### 6.17 SDC/SH Assignments:

C. If there are more regular SDC/SH teachers who apply to work extended year **than** there are positions, the District shall hire on the basis of District seniority. The teachers not hired for extended year are not excluded from applying for the regular Summer School/Intersession program at the Summer School/Intersession rate of pay.

#### 6.19 Teacher Pre-Service Days and In-Service Days:

**One and one-half (1.5) pre-service days shall be used by unit members according to their professional judgement. The first duty-day of second semester shall be used for teacher preparation.**

~~6.20 At the end of the day on January 11, 2010, the District shall ensure that the time allocated between the District and unit members for preparation time on October 12, 2009 and January 11, 2010 shall be equal.~~

## Article 7: Class Size

Appendix L shall apply through June 30, 2013

Article 7.3 With the exception of physical education teachers, fine arts teachers, music, band, dance, chorus, drama, study hall and teachers teaching a sixth period; no teacher shall be required to have a total daily class size beyond one hundred and seventy-six (176). Total class contacts for physical education teachers shall not exceed two hundred seventy-five (275) in a five (5) period day. **Human Performance and Well Being classes or their equivalent shall conform to the total daily class size of 176 contacts.** Special education students included in the general education program shall be counted within the student contact limits of this section. Teachers who teach physical education part-time shall have their pupil contacts pro rated. The District will provide training to site administrators to enhance their ability to balance classes over the student day.

Article 7.5 Bilingual, ELD, SDC, and physical education classes will be capped as follows:

Bilingual classes will be capped at thirty (30)

ELD classes will be capped at twenty-five (25)

SDC classes will be **capped at** ~~staffed at a District average of~~ fifteen (15)

Physical education classes will be capped at sixty (60)

The District will achieve these enrollment caps not later than the tenth duty day after the start of each semester during the term of the collective bargaining agreement. Following the second week of each semester, a maximum of two (2) additional students above the caps may be placed in each bilingual or ELD class to accommodate students who enroll at a site after the end of the second week of each semester.

Article 8.6 D. The principal/immediate supervisor shall make every effort to resolve complaints in a timely manner. Such efforts shall include processing complaints during nonduty days (i.e., e.g., summer) where the principal determines he/she can effectively process the complaint.

8.6 E. Within twenty (20) duty days after the complaint surfaced, the principal/ immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/her designee.

Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies **rests** will be provided to the unit member.

#### 12.5 Library Media Teachers and Nurses:

A. Library media teachers and nurses shall receive one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor. 44

B. If a school nurse is interrupted during his/her duty free lunch by an emergency to serve a student or faculty member, the nurse will be allowed to schedule another duty free lunch that day. The lunch will be scheduled by mutual agreement between the principal or his/her designee and the unit member. Unless an emergency situation persists, the unit member will be provided the opportunity to schedule his/her lunch during the day in which the time was lost.

C. The District ~~will~~ **shall** provide additional clerical/custodial assistance during busy times in libraries such as book distribution and collection; **a minimum of 60 hours for high school and a minimum of 30 hours for middle school.**

D. District/Association joint committees shall be established for the school nurses and the library media teachers with equal representation from the Association and the District to discuss and make recommendations to the bargaining teams regarding issues relevant to nurses and library media teachers in the District. Reports shall be provided to the bargaining teams by ~~June, 2007~~ **May 1st of each year.**