



**Negotiated Agreement**  
**Between**  
**San Diego County Office of Education**  
**and**  
**San Diego County Association of Educators**

**2021-2024**

**Ratified: July 17, 2021; November 16, 2022; September 18, 2023**

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## ARTICLE I: AGREEMENT

This is an Agreement made and entered into between the San Diego County Superintendent of Schools (hereinafter referred to as the "Office" or "County Office") and the San Diego County Association of Educators/CTA/NEA (hereinafter referred to as the "Association").

## ARTICLE II: RECOGNITION

The Office recognizes the Association as the exclusive bargaining representative of all certificated employees in the following classifications:

Audiologist  
Counselor  
Early Intervention Specialist  
Impact Teacher  
Nurse, School  
Orientation & Mobility Instructor  
Preschool Teacher  
Resource Specialists  
Resource Teacher  
Social Workers, School  
Special Day Class Teacher  
Speech, Hearing and Language Specialist  
Teacher, Momentum Learning  
Teacher, Outdoor Education  
Teacher, Special Education  
Teacher, Visually Impaired  
Teacher, Deaf and Hard of Hearing (DHH)

The bargaining unit does not include certificated management, confidential, supervisory, temporary, or substitute employees.

## ARTICLE III: DEFINITIONS

1. **Board** means the Board of Education of the San Diego County Office of Education.
2. **San Diego County Office of Education, Office or County Office** means the San Diego County Superintendent of Schools.
3. **Unit Member** means any employee in a position classification as defined in Article II and therefore covered by the terms and provisions of this Agreement.
4. **Work Day** means a day in which a unit member is contracted to work during the regular school year.
5. **Base Work Year** means the number of work days for a full-time work year for a classification as provided for in Article XI: Work Year and Hours of Employment.
6. **Superintendent** means the County Superintendent of Schools or their designee.
7. **Immediate Family** means the mother, father, grandmother, grandfather, or a grandchild (including “step” mother, father, grandmother, grandfather, or grandchild) of the employee or of the spouse or domestic partner, as defined in California Family Code Division 2.5, Section 297 of the employee or any other person living in the immediate household of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law (including “step” son or daughter) of the employee.
8. **Gainful Employment** means income equivalent to the salary the unit member would earn if teaching full-time including any sabbatical stipend.
9. **Emergency** means a natural or man-made catastrophe or action of such severe nature as to interrupt and/or terminate the normal and ordinary conduct of school business.
10. **Prep period** means prep time shall be defined as time not devoted to instruction of pupils, and which shall only be used for preparation of instructional materials, and/or other instructionally related activities. Unit members may only leave their worksite, subject to prior approval of the site administrator(s).

## ARTICLE IV: EMPLOYEE RIGHTS

1. The Office and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations.
2. The Office shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities therein or collective bargaining with the Office, by any unit member filing of a grievance, or any proceedings under this Agreement.
3. Unit members' pursuits and interests outside of the "work day" shall be the concern of the unit member unless it is established that such pursuits present a professional conflict of interest with Office employment.
4. Within one week of the signing and ratification of this Collective Bargaining Agreement by the Office and the Association, at no cost to the Association, the Office shall post the Agreement on the SDCOE website. Additionally, the Office shall provide a hard copy of the Agreement to any unit member within twenty-four (24) hours of their written request.
5. The principles of progressive discipline shall be applicable to unit members generally beginning with least serious level of discipline as follows:
  1. Verbal Counseling/Warning
  2. Written Warning
  3. Written Reprimand

The degree of discipline administered in any given situation shall depend of the severity of the conduct or infraction as determined by the San Diego County Office of Education. Documentation placed in a unit member's personnel file shall be in accordance with 6.B below. Written warnings shall not be included in the unit member's personnel file subject to reoccurrence of conduct warranting discipline.

6. Personnel Files
  - A. The Office shall maintain the unit member's official personnel file at the County Office's central office.
  - B. A unit member shall be provided any negative or derogatory material before it is placed in their official personnel file. They shall also be given an opportunity during the school day and with compensated release time, to initial and date the material

and to prepare a written response to such material. The written response shall be attached to the material.

- C. A unit member, or a representative of the Association, upon written authorization by the unit member shall be permitted to examine materials in their official personnel file, excluding ratings, reports or records which (1) were obtained prior to the employment of the unit member; (2) were prepared by identifiable examination committee members.
- D. Access to personnel files shall be limited to the members of the administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at a closed session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- E. The San Diego County Office of Education and the San Diego County Association of Educators agree that the provisions of this Agreement shall apply to all members of the bargaining unit without unlawful discrimination, and in carrying out their respective obligations under this Agreement, neither party will discriminate unlawfully against any employee because of such individual's race, color, national origin, ancestry, religion, socioeconomic status, marital status or membership in legally constituted organizations, sex (including sexual harassment), handicap or age.



## ARTICLE V: ASSOCIATION RIGHTS

1. The Association shall have the right of access to unit members at reasonable times. The term "reasonable times" as used herein means unit member rest periods, meal periods, and any time before or after a unit member's instructional day or when such unit member is present at their work area or site, but is not expected to be performing services on behalf of the Office. The County Office will cooperate, to the extent practicable, in providing the Association access to unit members by permitting Association representatives to be placed on meeting agendas provided that the Association representative appears following the completion of the regular meeting and the attendance of unit members is optional.
2. Representatives of the Association may contact unit members in any lounge facility, meeting room, office or classroom, provided that nothing herein shall be deemed to permit such access to a unit member at any time that students or parents are present in the classroom where such access might otherwise be permissible.
3. Representatives of the Association shall have the right to utilize County School facilities for the conduct of meetings. Requests to utilize such facilities shall be made according to the procedures established by the Superintendent and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall be in accordance with all established laws and in no way conflict with the work of other employees of the Office.
4. The Association shall have the right to make use of Office on-site office equipment when the equipment is not otherwise in use and in no way conflicts with the work of other employees. All direct costs to be borne by the Association.
5. The Association shall have the right to utilize a designated portion of bulletin boards normally used by the central office and satellite offices, for communication with its employees. One copy of all materials to be posted shall be provided to the site administrator at the facility in which such posting is to take place at the time of posting. The Association representatives shall be responsible for the maintenance of any materials posted on bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards. In addition, the Association shall have the right to use the County Office electronic mail service and unit member electronic mailboxes for communications to unit members provided that the County Office does not incur additional facility, equipment, or staffing costs solely for such access.

6. Existing mailbox facilities may be utilized by the Association for communications with unit members. One copy of all materials to be deposited in unit member mailboxes shall be provided to the site administrator.
7. No later than the 15th of every month the County Office will provide the Association with an alphabetical listing of unit members indicating the unit member's name, job title, work location, work telephone, and work email address.
8. The Association officers and/or unit members who are designated as Association representatives will exclusively receive release time from duties without loss of salary or benefits for the purposes of representation of unit members in employment relations matters and the processing of grievances and attending CTA/NEA sponsored conferences subject to the following conditions:
  - (a) By no later than October 1 of each year, the Association will notify the Human Resources Administrator in writing the names of its members who will serve as representatives for the school year. Such members shall receive release time for representation of unit members in employment relations matters and processing grievances as stated above. The Association will have the ability to change and replace representatives as necessary and shall immediately notify the Human Resources Administrator when these changes are made.
  - (b) Forty-eight (48) hours prior to release time from duties for representation, the designated representative shall inform their immediate supervisor in order that an adequate substitute may be obtained.
  - (c) The amount of release time shall not exceed 30 days (202.5 hours) as aggregate per contract year for those persons released. The 202.5 hours referred to above does not include meetings called by the SDCOE or at-the-table negotiations. Refer to MOU in Appendix H.
  - (d) Notification of release time shall be given by the Association President or their designee to the appropriate director or his/or designee in writing on a form provided by the SDCOE. The Association shall have the responsibility for providing documentation of all release time on a form provided by the SDCOE (Appendix G) to the Human Resources Administrator, on a quarterly basis.

The Association shall be granted reasonable release time to be used by the Association's negotiation team for at-the-table negotiations in accordance with the provisions of Article VII. Release time for planning or preparing for negotiations shall be limited to the day of the scheduled negotiations session.

9. The Association shall receive two (2) copies of the adopted budget and any interim financial reports submitted to the Board.

## ARTICLE VI: SAN DIEGO COUNTY OFFICE OF EDUCATION RIGHTS

1. It is understood and agreed that the Superintendent and the Board retains all of its powers and authority to direct, manage and control the operation of the Office to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law and in no way are intended to detract or modify any of the terms of this Agreement.
2. Included in but not limited to those Office duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational and operative policies, goals and objectives; insure the rights and educational opportunities of students; determine main staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Office operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; enter into contracts for supplies and services; and take appropriate action in the event of an emergency. In addition, the Office retains the right to hire, classify, assign, promote, suspend, discipline and terminate employees.
3. The Office retains its right to temporarily amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. Emergency is defined as per Article III.9.

## ARTICLE VII: NEGOTIATION PROCEDURES

1. Hereafter the Association shall present to the Office a proposed successor agreement after March 1st, but not later than May 1st of the calendar year in which this Agreement expires. The Office shall meet and negotiate in good faith with the Association on negotiation items within fifteen (15) days after the public hearings have been held. Any tentative agreement reached between the parties shall be reduced to writing, signed off, and submitted to their respective groups for ratification.
2. The parties may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
3. Either party may utilize the service of consultants to assist in negotiations so long as these consultants are identified in the written request for meetings to be held within five (5) days from receipt of said written request from either party.
4. Six (6) Association representatives shall be provided reasonable released time for negotiations with the Office with no loss of compensation during regular school hours.

## ARTICLE VIII: TRANSFER / REASSIGNMENT

### 1. Definition

- A. A transfer is defined as a unit member-initiated change of school or program assignment, but within the same position classification.
- B. A reassignment is an employer-initiated change of school or program assignment, including but not limited to an assignment change due to program elimination or funding reduction, but within the same position classification.

### 2. Transfer

Any Unit member covered by this Agreement shall have the right to request a transfer to any school within the same position classification, and subject to the following conditions:

- A. As vacancies become available, unit members shall receive notice of all vacancies through their County Office email address and shall have no less than five (5) days after notification to express interest in the transfer opportunity.
- B. A request for transfer shall be submitted on a form developed by the County Office to the Director or the appropriate program administrator.
- C. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
- D. The Director shall notify appropriate administrator(s) of unit member requests for transfer. If requested vacancies develop, consideration, in the form of a personal interview, shall be given to each unit member who submits a transfer request. If reassignment becomes necessary, unit members reassigned under this provision may return to their former assignment location within 12 months of the reassignment if a position for which they possess the required credentials, qualifications, and experience becomes available.

If reassignment becomes necessary, the County Office shall seek volunteers at overstuffed site(s), starting with the most senior unit member (based on County Office-wide seniority). The unit members shall respond within three (3) business days of the request for volunteers.

- E. The Director (or designee) shall give the unit member, and appropriate administrator(s), official notification of the disposition of the voluntary transfer request within 10 days of the completion of personal interviews referenced above.

- F. A transfer shall not be denied for punitive, arbitrary or capricious reasons, or without basis in fact.
- G. A unit member may request and shall receive a conference to discuss the reasons for the denial of a transfer. In lieu of such conference the unit member may request and shall receive the reasons in writing.
- H. No external applicant shall be certified for consideration for selection until the internal lateral transfer process has been completed.
- I. Upon approval of a transfer request, the new program administrator will work collaboratively to amend or modify the unit member's calendar to align with program needs.

3. Criteria for Transfer

A. The following criteria should be used in consideration of transfer requests:

- (1) The qualifications including the experience and recent training of the unit member compared to those of other transfer candidates for both the position to be filled, and the position to be vacated.
- (2) The seniority, prior service within the program where the vacancy exists, and quality of the service, as related to classroom success, rendered to the Office by the unit member.
- (3) The preference of the unit member.
- (4) Unit member certification authorization where appropriate, i.e., Elementary, Secondary, subject specific, Specialist Credential.
- (5) The needs and efficient operation of the Office, i.e., funding, enrollment, program change or elimination.

None of the above shall be the sole criteria for making a transfer.

B. The County Office may deny a transfer of the unit member under the following circumstances:

- (1) A documented problem of the unit member in the past, extreme in nature that would prevent the unit member from being effective in the position.
- (2) Unsatisfactory performance by the unit member as evidenced by the most recent evaluation or other documentation.

4. Reassignment

A. Reassignments shall not be for punitive reasons.

B. A reassignment may be made by the administration at any time for any of the following reasons:

(1) They shall be based on the education-related needs of the County Office and/or the Probation Department under the Education and Welfare Codes that apply.

Examples of education related needs may include, but are not limited to, credential authorization and teacher to student ratio.

(2) A change of enrollment or introduction/termination of a program or funded project necessitating transfer of unit members.

(3) Reassignment of member of immediate family. Members of the immediate family who are employed by the County Office would normally not be assigned to the same school or work location.

(4) An opportunity to evaluate a unit member who received an unsatisfactory evaluation in a different school or location.

(5) Unsatisfactory working relationships causing disruption of the educational process as evidenced by performance evaluations or other documentation, including documentation resulting from formal disciplinary action.

(6) To provide professional growth for those unit members working beyond 190 days. The professional growth transfer shall be subject to a 30-working day notice and be limited to no more than a four-week period of time and shall not occur more than once every three years. Exceptions to the time limitations can be made with mutual agreement.

(7) Upon finalizing the reassignment, the unit member and the new program administrator will meet to seek mutual agreement to amend or modify the unit member's calendar to align with the program needs.



- C. Reassignment Due to Program Elimination or Funding Reduction
- (1) Reassignments due to staffing overages, program elimination, funding reduction, facilities changes or program changes (unit member displacement) shall take precedence over voluntary transfer requests. Requests for voluntary transfer shall be considered in accordance with Article VIII.2 above after all displaced unit members have been reassigned.
  - (2) If a reassignment becomes necessary, the unit member(s) with the least seniority (based on County Office-wide seniority) shall be reassigned. Unit members reassigned under this provision may return to their former assignment location within 12 months of the reassignment if a position for which they possess the required credentials, qualifications, experience becomes available.
  - (3) Names of unit members being displaced shall be placed on a displaced employee list in order of highest seniority first (based on County Office-wide seniority). Unit members shall be offered reassignment to vacant positions for which they have an appropriate credential, qualifications, and experience in order of seniority.
- D. Unit members who are reassigned shall be allowed three (3) work days for preparation and transition prior to the effective date of the transfer or reassignment. The County Office shall provide assistance in moving a unit member's material whenever a unit member is reassigned.
- E. A pre-conference shall be conducted with the affected unit member and their immediate supervisor to obtain concurrence; if no agreement can be reached, the matter of reassignment shall be decided by the next level supervisor. In any case, reasons for the pending reassignment shall be submitted, upon the unit member's request, in writing. Current mileage reimbursement shall be paid for miles traveled in excess of the miles normally traveled from home to the regular work site.
- F. A list of the County Office's vacant assignments, within the unit member's present position classification, will be made available to each unit member being considered for reassignment. A unit member may request the positions, in order of preference, to which transfer is desired.
- G. Reassignment Mileage. Unit members who are reassigned shall be reimbursed for mileage if the distance between the former assignment and the new assignment is in excess of 30 round-trip miles. The excess mileage shall be reimbursed at the

prevailing County Office mileage reimbursement rate for 60 work days beginning the first day of the new assignment.

This provision shall not apply to unit members who:

1. Are receiving a remote site stipend as a result of the reassignment.
2. Have itinerant or independent study assignments.

## ARTICLE IX: ORGANIZATIONAL SECURITY

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Office an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect unless revoked in writing by the unit member to the Association. Pursuant to such authorization, the Office shall deduct one-tenth (1/10) of such dues from the regular ten-month salary checks received by the employee for the contract year of ten months. Deductions for teachers signing such authorization after the beginning of the regular contract year shall be prorated.
2. With respect to all sums deducted by the Office pursuant to authorization of the unit member, the Office agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished to the Association.
3. The Association agrees to furnish any information needed by the Office to fulfill the provisions of this Article.
4. Upon appropriate written authorization from the unit member, the Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Office.
5. The Office shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
6. The SDCAE agrees to indemnify and hold SDCOE harmless against any and all liabilities, (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to SDCOE's compliance or attempted compliance with either this Article or the requests of SDCAE pursuant to this Article, or relating to the conduct of SDCAE in administering this Article. SDCAE shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall SDCOE funds be involved in any remedy relating in this Article. Any underpayments to SDCAE resulting from the SDCOE's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to SDCAE resulting from excessive deductions shall be remedied either by refund from SDCAE to the affected employee(s) or by a credit against future payments by the affected employee(s).

7. Access to Information

A. The following new bargaining unit member information shall be delivered to the Association president electronically in Excel format or in any other mutually agreed upon electronic format, and hard copy, no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone numbers – work, home and cellular
4. Personal (non-Office) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e. Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

B. The SDCOE shall deliver to the Association an updated list of all information required in 7.A above, as well as an indication that any unit member is on a leave of absence, at least quarterly.

8. New Bargaining Unit Member Orientation

A. Each time a person is newly employed in a position in the bargaining unit, the SDCOE shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

B. The Office shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year.

- C. The Association shall be provided no less than twenty (20) of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. Office administration shall not be present during Association time, unless the Association requests specific administrators remain present.
  - D. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of the new bargaining unit member orientation/onboarding meetings and will have access to Office audio visual equipment for Association presentations.
  - E. The Association shall have Office-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for one (1) bargaining unit members, selected by the Association, if any orientations/onboarding meeting is held during contractual work hours.
  - F. The Office shall not disclose to a third-party the date and location of new employee orientations to anyone other than the employees, the exclusive representative, and vendors that are contracted to provide services at the orientation.
9. Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information
- A. The Office shall notify the Association president and the impacted unit member(s) of any third-party request for unit members' contact information within two (2) days of receipt of the request. This includes, but is not limited to, California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel-record information. The Office will not release the request for seven (7) duty days so that the association and impacted unit member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.
  - B. The Office shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names, etc.

## ARTICLE X: GRIEVANCE

### 1. Definitions

- A. A "grievance" shall mean a written alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A "grievant" shall mean a unit member or group of unit members or the Association covered by this Agreement filing a grievance.
- C. A "conferee" shall mean an Association representative, an Association staff representative, or legal counsel approved by the Association in writing, selected by the grievant to assist them in presenting and processing his grievance. A unit member's immediate administrator, with whom a grievance is filed, may also choose a representative in processing grievances.
- D. For purposes of this article only, "day" means a day on which the administrative office of the Office of Education is open for business.

### 2. General Provisions

- A. All parties agree that these proceedings will be kept confidential, and that the grievant and his immediate administrator should attempt to resolve the grievance at the informal level.
- B. All materials concerning a unit member's grievance shall be kept in a confidential file separate from his personnel file.
- C. The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their responsibilities subject to the final decision of the grievance. In the event the grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, unless it endangers the safety of unit members.
- D. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate administrator, or to have the grievance adjusted, prior to Level IV without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Level I, II, or III, shall not be agreed upon by the Office of Education until the Association has been provided a copy, and has been allowed three (3) days for an opportunity in which to respond.

- E. In a case of multiple grievance claims on the same issue, the Office of Education may elect to hear only one written grievance filed, as determined by the Association, if any of the grievants are represented by the Association, and the decision rendered shall be applicable to all grievances filed on the same issue arising from the same set of circumstances.
- F. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which they are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.
- G. A unit member who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the grievance procedure for the alleged Agreement violations. Timelines may be extended by mutual written agreement. Also, the timelines would be extended upon request of the grievant who is on scheduled recess or approved leave. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.
- H. No more than one conferee of the grievant shall have the right to receive released time for the meetings and conferences specifically provided for herein.
- I. If any hearing at Level IV is scheduled during the day, any unit member required by either party to testify at the hearing shall be released from regular duties without loss of compensation. No more than two bargaining unit members may be on release time under this subsection at any one time unless their presence is required for immediate testimony at hearing.
- J. With prior notification to the immediate administrator, designated Association officers and/or Association representatives shall be given reasonable release time, in order to assist in the investigation and presentation of grievances.
- K. The forms to be utilized in the grievance procedure shall be included in Appendix D of this agreement.

3. Informal Procedure Informal Level

The unit member shall meet with his immediate administrator to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the unit member may proceed to Level I. The Office of Education and the Association may mutually agree in writing to waive any level of the grievance procedure. The Office of Education and the Association agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

4. Formal Procedure

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

A. Level I

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing utilizing the designated grievance form, included as Appendix "D" in this agreement to their immediate administrator. On this form the unit member shall make a clear and concise statement of the grievance, the circumstances involved, and the specific article(s) that was allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The immediate administrator shall communicate a decision to the unit member in writing within ten (10) days from the date the written grievance is received by the immediate administrator. If the immediate administrator does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

B. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator, within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reasons for the appeal. The parties shall convene a meeting to discuss the grievance within ten (10) days of the filing of the Level II documents. Either party may have a conferee present at such a conference. By mutual agreement of the parties, additional conferees may be present at the conference. The Division Administrator, or their designee, shall communicate a decision within ten (10)



days from the date the Level II conference is held by the Division Administrator. If the Division Administrator, or their designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, within ten (10) days after receiving the decision at Level II. The written appeal statement shall include a copy of the original grievance, the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The parties shall convene a meeting to discuss the grievance within ten (10) days of the filing of the Level III documents. Either party may have two conferee(s) present at such a conference. By mutual agreement of the parties, additional conferees may be present at the conference. The Superintendent, or their designee, shall communicate a decision within ten (10) days from the date the conference is held by the Superintendent. If the Superintendent, or their designee, does not respond within the time limits, the grievant may appeal to the next level.

D. Level IV - Arbitration

In the event that the grievant is not satisfied with the decision at Level III, the unit member may request, in writing within five (5) days, that the Association submit the grievance to arbitration. If the Association agrees to proceed, the Association will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. In electing to pursue the grievance through arbitration, the grievant and the Association thereby agree that the arbitration process shall be the only forum for resolving the grievant's claim, that the arbitrator's decision shall be final and binding, and that they will not thereafter attempt to achieve a different resolution through a separate remedial procedure, whether established by statute or by regulation having the force of law.

No later than fifteen (15) days after the Office of Education's receipt of the request for arbitration from the Association, the Association and the Office of Education shall meet to determine a mutually acceptable arbitrator. In the event the Association and the Office of Education are unable to reach agreement on a mutually acceptable arbitrator, the Association shall request, within the same fifteen (15) day period, that the American Arbitration Association shall supply a listing of names pursuant to its rules. The Arbitrator selected must be a member of the National Academy of Arbitrators and must have recent experience in arbitration of grievances involving public school employers.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, the Association and the Office of Education.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement in the respect alleged in the grievance.
2. The arbitrator shall have no power to establish salary structures or change any salary.
3. The award of the arbitrator shall be based solely upon the evidence and arguments presented to them in the presence of the parties, and upon any post-hearing briefs of the parties.
4. The arbitrator shall have no power to change any practice, policy, or rule of the Office of Education; nor to substitute his judgment for that of the Office of Education as to the reasonableness of any such practice, policy, rule, or any action by the Office of Education; nor to adjust, modify or amend salary schedules or classification structures.
5. The standard of review for the arbitrator is whether the Office of Education acted in an arbitrary and capricious manner which is a violation of the express terms of this Agreement.
6. The arbitrator shall not consider any issue raised by the grievant unless it was made known in writing to the Office of Education in an earlier Level of this Grievance Procedure.
7. The arbitrator shall have no power to recommend or resolve any of the following:
  - a. The termination of services or any other disciplinary action or failure to re-employ any member of the Unit.
  - b. Any matter involving evaluation, except where procedure has been violated.
  - c. Nothing herein shall be construed to prevent or limit deferral to arbitration by the Public Employment Relations Board pursuant to Government Code Section 3541.5(a)(2)

8. All fees and expenses of the arbitrator shall be shared equally by the Office of Education and the Association. The Office of Education shall only bear its own expenses. Arbitration hearings shall be held at the Office of Education, unless the parties mutually agree otherwise. If the Office of Education claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the Office of Education and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office of Education may forego the above preliminary motion procedure, and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the Office of Education should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office of Education to proceed to arbitration.
9. The arbitrator shall have no power to render an award on a grievance claim arising out of an act or omission prior to the effective date of this Agreement or after the termination of this Agreement.

## ARTICLE XI: WORK YEAR AND HOURS OF EMPLOYMENT

### A. WORK YEAR

#### 1. Juvenile Court and Community School Program Unit Members

The regular teaching year shall be 190 days to be worked in a school calendar as adopted annually by the County Office. For retirement credit purposes a full-time work year shall be considered 190 teaching days.

An annual work calendar shall be planned by each unit member in cooperation with the program administrator and submitted to the appropriate Director for approval before becoming a part of the contract issued to each unit member by the personnel administrator. The following conditions must be met before approval of the calendar may be considered.

- A. By March 1, each unit member shall be provided a calendar worksheet and link to the online calendar website which must be completed and returned to the program administrator by March 15 of each year for the following year. When possible, recess days will be scheduled in full weeks. The calendar worksheet provided shall include days designated for state/federal mandated student testing and five (5) days of the testing period window shall not be available for recess. A school year shall be from July 1 to June 30. Approved calendars shall be returned for unit members' signature by March 30.
- B. The calendar shall reflect a full-time work year of 190 work days. Unit members may submit a calendar for up to 225 days. Days beyond 190 work days are subject to approval by the program administrator and Human Resources. For retirement purposes, a base work year shall be considered 190 days. Exceptions can be made for additional work days from 226 to 245, with final decision to be made by the Program Executive Director and Human Resources.
- C. Changes in the calendar must be submitted to the program administrator for approval at least ten (10) working days prior to the intended effective date of the change.
- D. The calendar will recognize and follow the County Office holiday schedule adopted by the Superintendent of Schools each year. In addition, the calendar will recognize and follow the instructional calendar for the particular school or program within which the unit member is assigned.

- E. In sites within JCCS for which there are six (6) or more unit members at least 50% of the regular teaching staff is on duty during a student school day. Scheduling will be based upon program need and master schedule. Scheduling conflicts between or among unit members will be resolved through seniority. At any given school a regularly contracted teacher will be scheduled to work on student attendance days if possible. Final approval rests with the program executive director.
- F. To ensure continuity of the educational program teachers shall provide reasonable direction and/or lesson plans for the substitute during the times when they are on recess for up to two (2) weeks.

2. Hope Infant Program Unit Members

The teaching year for unit members assigned to the HOPE Infant Program shall be 190 days to be worked in a school calendar as adopted annually by the County Office. Unit members shall be notified no later than April 15 each year of the date of the school calendar for the succeeding school year. For retirement credit purposes, a full-time work year shall be considered 190 teaching days.

3. Preschool Program Unit Members

The teaching year for unit members assigned to the Preschool Program shall be 184 work days to be worked in a school calendar as adopted annually by the County Office. Unit members shall be notified no later than April 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the preschool is not in session. Exceptions may be granted on a case-by-case basis. For retirement credit purposes, a full-time work year shall be considered 184 teaching days.

4. Special Education –SELPA Program Unit Members

The teaching year for unit members assigned to a SELPA special education program shall be 185 days. Depending on the SELPA member district(s) to which the unit member is assigned, the unit member may work additional days in the regular school year based on the school calendar for the district to which the unit member is assigned. Such days shall not be considered a part of the teaching contract year, but shall be compensated at the unit member's regular rate of pay. For retirement credit purposes a full-time work year shall be considered 185 days. Unit members will receive two uninterrupted non-student days for preparation. Understanding that district calendars vary, every effort will be made to notify by March 1.

5. Friendship School Program Unit Members

The teaching year for unit members assigned to the Friendship School shall be 190 days to be worked in a school calendar as adopted annually by the County Office. Unit members shall be notified no later than April 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the program is not in operation. For retirement credit purposes, a full-time work year shall be considered 190 teaching days.

6. SDCOE Special Education Program Unit Members

The teaching year shall be 190 days to be worked in a school calendar as adopted annually by the County Office. For retirement credit purposes a full-time work year shall be considered 190 teaching days.

7. Outdoor Education Program Unit Members

The regular teaching year for unit members assigned to the Outdoor Education Program shall be between 175 and 190 days to be worked during the County Office calendar as adopted annually by the County Office. Unit members shall be notified no later than August 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the program is not in operation. For retirement credit purposes, a full-time work year shall be the number of days included in the program calendar for each year.

8. In-Service

The County Office may specify up to five (5) scheduled work days as in-service days. Attendance at these scheduled in-service days may be required.

Additional in-service days may also be scheduled beyond the five (5) scheduled in-service days noted above. Attendance at such additional in-service meetings shall be voluntary. Compensation for hours in attendance shall be prorated based on the number of hours worked and the unit member's daily rate for the fiscal year in which the in-service meeting is scheduled.

9. Extended School Year (ESY)

Unit members assigned to a SELPA special education program may work additional days beyond the regular school calendar based on the needs of the instructional program to which the unit member is assigned and as determined by the Program Director. These days shall be designated as Extended School Year (ESY) days.

10. The calendar will recognize and follow the County Office holiday schedule adopted by the Superintendent of Schools each year. In addition, the calendar will recognize and follow the instructional calendar for the particular school or program within which the unit member is assigned.
11. Unit members assigned in programs which do not operate on a year-round basis (245 days) shall schedule recess periods (non-work days) during times when the program is not in operation; exceptions may be granted on a case-by-case basis.
12. Shared Contracts. A work plan may be developed such that two (2) unit members share one (1) position. The calendar for each unit member shall reflect not less than 123 workdays. The calendar shall be planned by the unit members in cooperation with the program administrator and submitted to the appropriate Director for approval before becoming a part of the contract issued to each unit member by the Human Resources administrator.
13. When employment within a certain program is available beyond the base work year, the County Office may offer said employment to regular full-time unit members who are properly credentialed, not to exceed 225 days, prior to seeking outside personnel. The County Office will develop and communicate a procedure for signing up to work available days in such programs.
14. For all unit members not assigned to the Court Schools, the program administrator to whom the unit member is assigned will develop a total year master work schedule consistent with the specific provisions of this agreement.
15. Beginning July 01, 2024, unit members in site-based programs, including Independent Study teachers, will have at least 1 pupil-free preparation day at the beginning of the school year. The following site-based programs will also have 1 at the beginning of second semester, and 1 at the beginning of summer session:
  - Juvenile Court and Community Schools
  - Monarch School
  - San Pasqual Academy

Beginning July 1, 2024, teaching unit members, assigned to classrooms at Davila Day School, Friendship School and North County Academy may use up to two release days mutually agreed upon by unit member and administrator per school year for on-site preparation and planning. These release days shall not be taken on a scheduled teacher in-service day.

B. HOURS

1. The workweek and workday shall be structured and directed by the unit member's program administrator. The normal workweek and workday for all unit members shall be as follows.
2. Except for unit members in the Outdoor Education Program, preschool teacher assignments, and in Extended School Year (ESY) assignments, the normal workweek shall be thirty-three and three quarters (33-3/4) hours per week, normally to be rendered in units of six (6) hours and forty-five (45) minutes of school-based service per day, exclusive of a duty-free lunch period of a minimum thirty (30) minutes.
3. For unit members in preschool teacher assignments, the normal workweek shall be thirty-seven and one half (37 ½) hours per week, normally to be rendered in units of seven (7) hours and thirty (30) minutes of school-based service per day, exclusive of a duty-free lunch period of a minimum thirty (30) minutes.
4. The length and schedule for the normal workweek and workday exclusively for Outdoor Education Program unit members shall be determined by the Outdoor Education Program administrator in consultation with the credentialed teacher. Student contact time shall not exceed twenty-five (25) hours per week exclusive of a duty-free lunch period of a minimum of thirty (30) minutes.
5. For unit members in ESY assignments, work hours days may be less than six (6) hours and forty-five (45) minutes as determined by the job posting and the Program Director.
6. For unit members whose classroom assignment is located at a site of three (3) or less teachers the scheduling of the teacher lunch period will be determined by agreement between the teacher and the principal. If no agreement is reached, the program director shall determine the scheduling of the teacher lunch period. The program director's decision may be appealed to the division Assistant Superintendent, whose decision is final.
7. Instructional time shall not exceed a maximum of three hundred (300) minutes per day.
8. In addition to the daily service requirement described above, a unit member shall, under the direction of their program administrator, be required to continue to render service normally associated with the educational profession. This is to cover educational events, outside of contract time, as determined by site level leadership, not to occur more than four (4) times per year. If unit members are required to render service at events outside contract time, the site administrator may grant non-



student contact release time. The intent of this language is to provide a safe, professional, and collaborative environment for students, staff and families.

9. Any exceptions to the above shall be recommended in advance by the program administrator and approved by the County Superintendent.
10. On-site preparation and planning time shall be scheduled in the unit members defined workday at a minimum of 45 consecutive minutes per day. This will be done collaboratively between unit members and site administrators. Every effort will be made to provide 60 consecutive minutes per day. Prep time shall be defined as time not devoted to instruction of pupils, and which shall only be used for preparation of instructional materials, and/or other instructional related activities. Unit members may only leave their worksite subject to prior approval of the site administrator(s).
11. Nothing in this section shall preclude the creation, for HOPE Infant program unit members, and unit members in other programs, of a flexible 33 and  $\frac{3}{4}$  hour workweek in a manner agreed upon by a unit member and their manager in order to meet program needs.
12. Itinerant unit members may be allowed to fulfill their job responsibilities remotely if mutually agreed upon with program administrator.
13. When meetings, conferences, professional developments or other work-related events are held virtually, unit members may be allowed, upon mutual agreement with program administrator, to participate remotely.

## ARTICLE XII. EVALUATION

The purpose of this evaluation program is to enable San Diego County Association of Educators unit members to continuously improve the effectiveness of their instructional as well as specialized services to students and other clients. The SDCAE and SDCOE will form a committee to develop the final version of the LEEP Handbook. The committee will review and clarify all aspects of implementation of the LEEP system. The committee will be co-facilitated by SDCOE and SDCAE representatives and will have the LEEP Handbook completed no later than March 1, 2020.

The Leading Effective Educator Practice (LEEP) cycle was developed in alignment with the following principles that provide unit members, at all levels of experience, a framework to deepen their professional practice:

- Strengthen the knowledge, performance and practice of unit members and administrators to improve student/client learning
- Support and strengthen professional growth opportunities for unit members based on individual needs in relation to areas of focus for students, clients, school sites and the County Office
- Ensure opportunities for unit members and administrators to engage in learning- focused, evidence-based coaching conversations that support formative and summative review of practice through all career stages.

Standards and forms referenced in the following procedure are in Appendix E1-A to E1-E of this agreement.

### 1. Evaluation Procedure

A. The LEEP cycle shall be used by all unit members including:

- (1) Probationary status unit members
- (2) Permanent status unit members
- (3) Permanent status unit members who have received an overall “Does Not Meet” evaluation rating in the last evaluation cycle

B. Timeline

- (1) The LEEP cycle for permanent status unit members shall be completed every other year. It will commence with the initial evaluation occurring during the unit member’s first year in permanent status.
- (2) Unit members with ten or more years SDCOE teaching experience, and who have completed their most recent LEEP cycle at “Meets Standards”, shall be eligible to have the LEEP cycle completed every five years, by mutual consent of the unit member and administrator, which can be revoked at any time by either party.
- (3) The final documentation will be presented to the permanent unit member no later than 30 days before the last school day on the program calendar for

the school year in which the evaluation takes place. It will commence with the initial evaluation occurring during the unit member's first year in permanent status.

- (4) The LEEP cycle for first and second year probationary unit members shall be completed and presented to first year probationary unit members no later than 30 days before the last school day on the program calendar for the school year in which the evaluation takes place.
  - (5) Unit Members in a non-teaching position shall be evaluated on a schedule consistent with contract provisions for unit members who have attained permanent status.
- C. At any time after July 1 and prior to September 1, each unit member shall be given a copy of this Article, the LEEP Handbook, the Continuum of Teaching Practice booklet, necessary forms, and other policies and regulations on which the unit member will be evaluated.
  - D. At any time after July 1 and prior to October 1 of the year in which the LEEP system is to take place, the administrator and the unit member shall meet to review the LEEP cycle procedures, participate in a Collaborative Goal Setting Conference, and complete the Professional Growth Plan Form B (Appendix E1-B).
  - E. Unit members shall not be required to participate in the evaluation of other unit members.
  - F. Any alleged violation of evaluation procedures of this Agreement shall be subject to the Grievance Procedure (Article X).
  - G. The additional administrator option may be initiated by the unit member or administrator as outlined in the LEEP Handbook.
  - H. The California Standards for the Teaching Profession (CSTP, Appendix E1-F) are the established standards of professional practice which guide the LEEP cycle procedures for all unit members. In addition, members in non-classroom assignments may reference established professional standards for goal setting, as referenced in Appendix I. The six standards are:
    - (1) Engaging and supporting all students in learning
    - (2) Creating and maintaining effective environments for student learning
    - (3) Understanding and organizing subject matter for student learning
    - (4) Planning instruction and designing learning experiences for all students
    - (5) Assessing student for learning
    - (6) Developing as a professional educator

2. The LEEP Cycle:

A. Step 1: Self-Reflection (Form A: Appendix E1-A)

- (1) Permanent status unit members will complete a self-reflection (Form A) of their current level of practice on each of the California Standards for the Teaching Profession (CSTP). The unit member will bring evidence to support the placement level on the six CSTP rubrics to the Step 2: Collaborative Goal Setting Meeting.
- (2) Probationary status unit members will complete a self-reflection (Form A) of their current level of practice on each CSTP. Based on this self-reflection, the unit member will identify two goals aligned to the CSTP. (Year 1 recommended focus CSTP 1,2,6 and Year 2 recommended focus CSTP 3,4,5) for growing their practice. The unit member will bring evidence to support the placement on the CSTP rubrics to the Step 2: Collaborative Goal Setting Meeting.

B. Step 2: Collaborative Goal Setting Meeting (Form B Appendix E1-B)

- (1) The administrator and unit member will conduct a Collaborative Goal Setting Meeting at any time after July 1st and prior to October 1st to review the LEEP cycle, discuss current level of practice on the six CSTP, identify two goals each aligned to CSTP elements, and complete the Professional Growth Plan (Form B).
- (2) Goal Setting includes:
  - (a) Reviewing evidence of practice by both administrator and unit member to identify area of growth or focus
  - (b) The completion by the unit member of the required Self Reflection Form A
  - (c) The collaborative development of two professional growth goals each aligned to the CSTP elements
  - (d) The completion by the administrator and unit member of the Professional Growth Plan (Form B)
  - (e) Establishing dates for visits for the first semester
- (3) If the unit member and administrator fail to reach mutual agreement regarding the professional growth goals for the LEEP cycle, the decision concerning the identified goals and professional growth plan process will be mediated by the program's executive director. It is the intent of the parties that mutual agreement between the unit member and the administrator on the growth goals and professional growth plan for the LEEP cycle will be accomplished through this procedure.

C. Step 3: Mid-Year Check In (Form C Appendix E1-C)

- (1) The administrator and unit member will conduct a Mid-Year Check In conference at any time after December 1 and prior to January 31 to review the Professional Growth Plan (Form B) and progress made toward identified goals, and current level of practice on all six CSTP.
- (2) Mid-Year Check-In process:
  - (a) The unit member and administrator will meet and reflect on the Professional Growth Plan (Form B) and collaboratively complete the Mid-Year Check-In Conference (Form C) as outlined in the handbook.
  - (b) Unit member and administrator meet and review progress toward identified growth goals. Offer Advisory Support Plan, as needed.
  - (c) Unit member or administrator may request additional administrator option during this conference.

D. LEEP System Visits

- (1) Each LEEP cycle for probationary status unit members shall include a minimum of four (4) visits of 20 minutes each during the LEEP cycle. Two of the four visits shall be done prior to the Mid-Year check in conference to be held no later than January 31st. In addition, at least two additional visits will be completed prior to the Annual Growth Summary Conference in the case of the first- and second-year probationary unit members no later than 30 days before the last day of school on the program calendar.
- (2) Each LEEP cycle for permanent status unit members shall include at minimum three (3) visits of 20 minutes each during the LEEP cycle. At least two visits shall be completed prior to the Mid-Year Check In conference. At least one (1) additional visit will be completed prior to the Annual Growth Summary Conference.

E. Step 4: Annual Growth Summary Conference Process (Appendix E1-D)

- (1) The administrator and unit member will conduct an Annual Summary Growth Conference at the culmination of the LEEP cycle. The administrator and unit member will collaboratively complete the Annual Growth Summary Form D as documented in the LEEP handbook.
- (2) The unit member shall be given an opportunity to thoroughly discuss the Annual Growth Summary with the administrator prior to placement of the Annual Growth Summary Form D in the personnel file.
- (3) The unit member has the right to have a representative of the Association present at the Annual Growth Summary Conference.
- (4) Permanent status unit members who do not make sufficient progress on one or more of the growth goals or has received Exploring on 1 or 2 of the CSTP will receive an overall "Extended Advisory" rating. An overall "Extended Advisory" summary evaluation rating will require the administrator and unit member to complete an Advisory Support Plan (Form E Appendix E1-E)

detailing the areas for growth, action plan, sources of evidence to demonstrate growth, and support to be provided. The Advisory Support Plan will be implemented by the unit member during the following school year. If a unit member receives an "Extended Advisory" rating for two consecutive LEEP cycles it will require a referral to PAR.

- (5) Permanent status unit members who receive three or more "Exploring" ratings or any "Emerging" rating on the six CSTP will receive an overall "Standards Not Met" rating. An overall "Standards Not Met" summary evaluation rating will require a referral to PAR. (see Article XIX)
- (6) At the conclusion of the Annual Growth Summary conference, the unit member shall sign and date the Annual Growth Summary Form D.
- (7) If the unit member disagrees with the final Annual Growth Summary, the unit member may write a response to be attached to the form prior to placement in the unit member's Personnel file.
- (8) All forms pertaining to the unit member's LEEP cycle will be forwarded to the program's executive director. After reviewing the documents, the executive director will sign the Annual Growth Summary Conference Form D. This signature indicates that a review has been conducted.

## ARTICLE XIII: LEAVES

This article contains all leave provisions of this Agreement that are available to all unit members. It shall be the responsibility of the unit member to request the use of available leave through the SDCOE's electronic leave reporting system. In cases where leave could not be requested in advance, e.g., sick leave, personal necessity, the unit member must enter leave into the SDCOE's electronic leave reporting system as soon as practicable. Refusal to do so may result in denial of the leave. The unit member shall provide, upon Office request, additional verification of the use of these leave provisions unless otherwise allowed in this article.

### 1. Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity, disability, or quarantine.
- B. Sick Leave for unit members shall be accrued at the following rate to a maximum of twelve (12) days in any one fiscal year.
  - a) 190-day full-time contract year assignment – 11 days (74.25 hours); unit member will accrue one (1) additional day of sick leave for working 18 or more extra days beyond the 190-day base year – 12 days (81 hours)
  - b) 185-day full-time contract year assignment – 10.5 days (70.88 hours)
  - c) 184-day full-time contract year assignment – 10.5 days (78.75 hours based on 7.5 work day)
  - d) 175-day full-time contract year assignment – 10 days (60.75 hours)

Unit members whose employment contract is less than the full-time work year for the assignment as defined in Article XI shall be entitled to sick leave in the same ratio their employment bears to full-time employment.

- C. The Superintendent reserves the right to require a unit member to provide a statement by their physician verifying the cause of absence after four (4) consecutive days of sick leave.
- D. Unused sick leave shall accrue from school year to school year without limits.
- E. The Superintendent shall provide each unit member with a written statement of (1) their accrued sick leave total, and (2) their leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.
- F. Any unused sick leave credit may be used by a unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy shall receive fifty percent (50%) differential pay for a period not to exceed five (5) continuous school months; i.e., 100 days of paid sick leave. In order to qualify for differential pay, a unit member shall first utilize all accumulated sick leave credit. Upon exhaustion of all accumulated sick leave credit, a unit member shall receive fifty percent (50%) of regular salary for a period not to exceed five (5) school months.

Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.

- G. A unit member becoming aware of the need for extended absence due to surgery, maternity, or other predictable or priory scheduled cause, should normally submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of disability, and the anticipated date of return to active service. Immediately upon return to active service, the unit member shall complete the Office absence form and submit it to the immediate supervisor. If a unit member desires a greater level of confidentiality, they may request special consideration in processing their leave request.
- H. Sick leave commences when the unit member calls in to report the absence and requests a substitute from the Office not later than 7:00 a.m.
- I. Prior to 5:00 p.m., of the day of absence, the unit member has the responsibility to release the substitute via the SDCOE's substitute finder system if returning to work prior to the end of a planned multi-day leave. Failure to do so will result in the retention of the substitute and another day of sick leave will be charged to the unit member.
- J. A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to their position.
- K. The Office retains the right to have a physical examination of any employee to confirm fitness for duty. A mental examination shall be authorized in accordance with the Education Code. The cost of such examinations shall be borne entirely by the Office.
- L. Should a unit member retire their unused accumulated sick leave shall be credited toward retirement according to S.T.R.S. regulations.

## 2. Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. The unit member who has sustained a job-related injury shall report the injury (Office approved accident form) to the immediate supervisor within twenty-four (24) hours of knowledge the illness is an alleged industrial illness. Requirements for such leave shall be:

- A. Allowable leave shall be for not more than sixty (60) days during which the schools of the Office are required to be in session or when the unit member would otherwise have been performing work for the Office in any one (1) fiscal year for the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial Accident or Illness Leave shall commence on the first day of absence.



- D. When a unit member is absent from their duties because of an industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs and will result in a payment to them of not more than their full salary.
- E. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- F. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.
- G. During any paid leave of absence, the unit member shall endorse to the Office the temporary disability indemnity checks received on account of their industrial accident or illness. The Office, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- H. A unit member shall be permitted to return to service after an industrial accident or illness only upon presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to and adequately perform the duties of the position classification and without detriment to the unit member's physical and emotional well-being.

### 3. Personal Necessity Leave

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

- A. Procedure -- Unit members shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave when possible. The prior approval required for Personal Necessity Leave shall not apply to the following reasons:

- (1) Death or serious illness of a member of the unit member's immediate family.
- (2) Accident involving person or property or the person or property of the unit member's immediate family.

When prior approval is not required, the unit member shall make every reasonable effort to comply with Office procedures designated to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

- B. Requirements -- A unit member may use not more than ten (10) days per year of accumulated Sick Leave for purposes of approved Personal Necessity Leave. However, a unit member shall be permitted to use in any calendar year their accrued and available sick leave to attend to the illness of a child, parent, or spouse or domestic partner. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month period. The use of accrued sick leave for this purpose shall be considered to be Personal Necessity Leave.

Examples of reasons for which approval shall not be granted are:

- (1) Political activities or demonstrations
- (2) Vacation, recreation or social activities
- (3) Employee association activities
- (4) Routine personal activities
- (5) Seeking other employment

4. Personal Business

A unit member may use no more than ten (10) days of their Personal Necessity Leave allowed under section 3 above for "Personal Business" as determined by the unit member without disclosing the nature of the business. Personal Business days shall not be used for the following:

- (1) Political activities or demonstration
- (2) Employee association activities

5. Bereavement Leave

A. A unit member shall be granted up to five (5) days for bereavement purposes for members of the family. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article. Bereavement leave may be taken in nonconsecutive days but must be taken within twelve (12) months of the death of the family member.

B. Immediately upon return to active service, unit members shall complete the appropriate absence form and submit it to their immediate administrator. Unit members shall provide, upon Office request, additional verification of the use of these leave provisions.

6. Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, appearance 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.

A. The unit member seeking Official Judicial Appearance Leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor on the next working day after the individual knows they are to appear.

B. A unit member shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

C. A unit member granted a leave of absence under these provisions shall be granted Office compensation, which when added to jury or witness fees shall not exceed the unit member's regular compensation. The unit member shall endorse to the Office the jury or witness fees checks. The Office, in turn, shall issue the unit member's

appropriate salary warrants for payment of their salary and shall deduct normal retirement and other authorized contributions.

- D. Per Diem and other travel expenses shall be retained by the unit member.
- E. Upon completion of duty, the unit member shall have the secretary to the court complete a notice of duty termination and return to work.

7. Military Leave

Every unit member shall be entitled to such leave of absence as authorized by law.

8. Legislative Leave

A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of their term or terms in office according to law.

9. Sabbatical Leaves

- A. Unit members of the Office are eligible for a sabbatical leave of one year or less after seven (7) consecutive years of employment with the Office. During the sabbatical leave, the unit member shall be paid fifty (50) percent of the salary he would have earned if working in their regular contract assignment.
- B. The unit member who is granted a sabbatical leave must agree to return to full-time employment with the Office for not less than twice the length of the leave, immediately following the completion of the leave, or repay the salary received during the sabbatical leave. The unit member shall post a bond in an amount not less than the salary to be paid during the period of leave.
- C. Sabbatical leaves may be granted for purposes of professional study, research, or other purposes determined by the Office to be mutually beneficial to the unit member and the Office.
- D. The number of certificated unit members who may be granted sabbatical leaves shall not exceed two percent (2%) at any time, computed to the nearest whole number.
- E. An advisory screening committee consisting of SDCOE administration and unit members shall review all sabbatical leave applications and make recommendations to the Superintendent for consideration. A sabbatical leave applicant shall outline fully the purposes, objectives and program of professional study, research, or other purposes of the sabbatical leave. The unit member who is granted a sabbatical leave shall file with the Superintendent not later than six (6) weeks after return to their regular assignment, evidence that they have achieved or completed the stated purposes, objectives, and program of their sabbatical leave. The unit member shall not be considered as having completed the requirements of their sabbatical leave until this evidence has been approved by the Superintendent.
- F. Unit members on sabbatical leave shall retain all rights and privileges relating to tenure, sick leave, health plan, salary schedule and other employee benefits. A unit member shall have the right to return following completion of the sabbatical leave to their regular contract assignment with the Office.

- G. Applications shall be filed not later than seven months prior to the period of leave.
- H. A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent.

10. Family Leave

The Office of Education shall comply with statutory requirements in granting leave(s) as required under state and federal laws.

11. Unpaid Personal Leave

A unit member may request, and the Superintendent may grant a personal leave of absence for reasons not enumerated elsewhere in this Agreement. Examples of appropriate requests include but are not limited to:

- A. Maternity Leave
- B. Adoption/Child Care Leave
- C. Personal/Professional Leave
- D. Health Leave
- E. Study Leave
- F. Exchange Teaching Leave

The unit member seeking an approved personal leave of absence shall submit a request, including the reason and any supporting information related thereto, and the duration of the length of the requested leave. For personal leave of absence, the unit member shall submit the request described herein to the Superintendent not less than ten (10) working days prior to the beginning date of the leave.

A unit member shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent. Any personal leave of absence that may be granted under these provisions shall be without compensation unless expressly authorized by the Superintendent. Unit members on personal leave of absence in excess of thirty (30) calendar days shall be permitted to participate in the Office insurance program at their expense as provided for in Article XVI of this Agreement.

The unit member shall be reinstated to the position classification held prior to the leave of absence or to a comparable related position for which the employee is qualified.

If the personal leave of absence was granted for personal health reasons, the Superintendent may require a medical statement indicating their ability to return to and adequately perform assigned duties and without detriment to the employee's physical or emotional well-being.

12. Assignment Upon Return from Leave

Teachers on special assignment or sabbatical leave for a period one (1) calendar year or less have the right to return to their last teaching assignment upon conclusion of their leave provided the assignment still exists.

### 13. Catastrophic Leave

- A. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he has exhausted all of his full pay sick leave.
- B. "Eligible Leave Credits" mean leave accrued to the donating employee.
- C. Members of the bargaining unit may apply for and receive catastrophic leave in accordance with the following conditions and provisions:
  - 1. The unit member must have suffered an incapacitating illness or injury which falls within the 12.A.
  - 2. The Office of Education must determine that the unit member is unable to work because of the unit member's personal catastrophic illness after adequate proof of illness has been provided in accordance with Education Code § 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline.
  - 3. The Unit member must have donated a minimum of 6.75 hours of eligible leave credits during the fiscal year in which the absence resulting in unit member's request for catastrophic leave first began.
- D. Applications for catastrophic leave benefits shall be considered by a committee comprised of the San Diego County Association of Educators Chapter President, or designee, the Director of Human Resources and a unit member designated by the chapter. The committee shall take into consideration the unit member's eligibility to receive benefits under their salary protection plan in evaluating an application for catastrophic leave benefits. When the committee determines the donation bank needs additional leave credits, the committee will request the Office of Education to solicit eligible leave credits. Decisions of the committee are final and are not subject to appeal or the provisions of the grievance procedure contained within this agreement.
- E. When granted, catastrophic leave will be paid at the unit member's half-pay sick leave rate. The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months. Catastrophic "leave" payment is solely for the purpose of supplementing the unit member's compensation. Any leave paid pursuant to this catastrophic leave provision shall not serve to extend the unit member's leave status as granted by this agreement or the Education Code.
- F. An employee who receives paid leave pursuant to this section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- G. If the transfer of eligible leave credits is approved by the Office of Education, any unit member may donate eligible leave credits at a minimum of 6.75 hours but not to exceed 13.5 hours at any time during the fiscal year.

- H. Transfers of eligible leave credits are irrevocable.
  - I. In the event this Catastrophic Leave Program is canceled, the remaining days/hours shall be returned, on a pro-rata basis, to those employees who have donated them.
14. The provisions of this article shall not be applicable during a unit members extended work year (ESY) or intersession assignment with the exception of bereavement leave as defined in Section 4 of this article.

## ARTICLE XIV: SAFETY

1. All unit members are covered by worker's compensation. If a unit member is injured while at school or on school business, the accident shall be reported to the principal or immediate supervisor within twenty-four (24) hours.
2. The Office shall conform to and comply with all health, safety, sanitation, and disaster preparedness requirements imposed, regulated or adopted under applicable and required city, county, state and federal laws. This includes any specific on-site regulations established by school or probation administration.
3. All unit members are responsible to report any unsafe working conditions in writing to their immediate supervisor within twenty-four (24) hours and take reasonable and prudent precautions to prevent accidents or injury. The immediate administrator shall acknowledge receipt of the report of the perceived unsafe condition in writing and provide a written status information report within five working days. If the condition is found to be unsafe, it will be corrected as soon as possible. If the unsafe condition cannot be corrected immediately, the immediate administrator shall provide a timeline for correction of the unsafe condition, if any, to the unit member. The Office shall provide a safe workplace for the unit member until the unsafe facility condition is corrected.
4. Unit members may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
5. Unit members shall immediately report causes of assault to the most immediate supervisor on duty who shall immediately report the incident. Such notification shall be immediately forwarded to the Superintendent or their designee who shall comply with any reasonable and lawful request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved.
6. If criminal or civil proceedings are brought against a unit member alleging that they committed an assault in connection with their employment, such unit member may request the County Office to furnish legal counsel to defend them in such proceedings.
7. The County Office agrees to carry liability insurance coverage for acts caused by a unit member while acting within the scope of their employment. As used in this Article, "within the scope of their employment," shall include any County Office approved activities, including any activities in cooperation with the Probation Department and other partner organizations.
8. The County Office shall provide for the payment of the costs of replacing or repairing certain personal property other than a privately-owned vehicle and contents in the privately-owned vehicle of an employee of the County Superintendent of Schools when such property is stolen, destroyed, or damaged, through no fault of the employee, while the employee is in the line of duty. The following limitations are established for the payment for such damage or stolen property:

- A. Property includes items such as cell phones, eyeglasses, hearing aids, dentures, watches, or other articles of clothing worn or carried by the employee.
  - B. Property includes employee's tools expressly authorized in advance for use at the work site by the employee's immediate supervisor.
  - C. The actual value of such property shall be determined as of the time of the damage, robbery or theft.
  - D. The actual value of the property shall be paid up to a maximum of one thousand dollars (\$1,000).
  - E. The total amount reimbursed to any employee shall not exceed two thousand dollars (\$2,000) in any fiscal year.
  - F. The amount paid shall be limited to any amount not covered by the employee's personal insurance coverage as stipulated in COE Form 170, Statement of Claim.
9. In order to enhance Article 5 – School Safety Plans [32280-32289.5], the County Office and SDCAE will form an on-going SDCOE Joint Advisory Safety Committee. In addition to addressing the requirements of Article 5 – School Safety Plans, this inclusive committee will receive input from the sites and develop recommendations for site and personal safety. The advisory committee will include at least one certificated staff member from each program. Release time will be provided to the unit members to attend meetings of the safety committee. This committee will meet at least quarterly and report to staff regarding identified safety concerns and proposed action steps. Safety issues should be addressed at the lowest possible level in the following progressive order:
- 1. Site administrator
  - 2. Site Safety Committee
  - 3. Program administrator
  - 4. SDCOE Joint Advisory Safety Committee

Unit members may submit site level safety concerns to the SDCOE Joint Advisory Safety Committee at [safety@sdcoe.net](mailto:safety@sdcoe.net).

SDCAE leadership will have access to [safety@sdcoe.net](mailto:safety@sdcoe.net).

- 10. Each site will have its own Site Safety Committee that will meet monthly. The purpose of this representative committee is to identify and address safety concerns at the site and create action steps toward resolution. The committee will meet monthly and report to staff regarding identified safety concerns and proposed action steps. Issues that cannot be resolved at this level will then be brought to the program administrator.
- 11. The County Office will maintain an adequate supply of cleaning materials and PPE as appropriate, based on availability.
- 12. The County Office and SDCAE agree that any subsequent legislative action(s) or health guidance at the State or Federal level supersedes the terms of this agreement.



13. The County Office shall provide Outdoor Education unit members up to a \$150 safety stipend annually to purchase safety shoes for use in the workplace. The stipend will be paid on the regular pay warrant in the month following presentation of the receipt and prior approval from the department manager.
14. When appropriate, collaboration will occur amongst stakeholders/educational partners in the planning, development, implementation, and maintenance of safety programs.
15. When possible, site administrators will provide counselors and itinerant unit members with adequate work-space and necessary equipment recognizing the need for confidentiality.
16. Once the County Office or site administrators receive knowledge of a concern that impacts student or staff safety, unit members will be notified appropriately.
17. For the purposes of maintaining a safe learning environment, the County Office will make every effort to provide at least two adults in every learning space where students are present.
18. Students who have fulfilled the requirements for receiving a high school diploma that has been recognized by the County Office shall receive services outside of any K-12 learning spaces.

## ARTICLE XV: SALARY:

Effective July 1, 2023 certificated unit members shall receive 7% on-schedule increase.

On-schedule increases will be applied to all additional compensation in 3.C.6. stipends only.

Unit members will receive an additional one-time 7.5% off-schedule payment. Any negotiated one-time off schedule payments shall include stipends, excluding extra days beyond the unit member's base contract days, stipends listed in Additional Compensation C.6 or C.9 and cell phone stipends.

### 1. PRESCHOOL TEACHERS

Unit members serving as Preschool teachers shall be compensated based on the Pre-School Teacher Salary Plans 63 and 67, which will be restructured adding \$7,500 to Step 1, Class Columns I-V.

#### A. Placement on the Salary Schedule

##### 1. Step Placement:

Unit members beginning the first year of teaching with the County Office shall have their experience evaluated by Human Resources to determine proper step placement. One step for each year of full-time related experience as determined by the County Office to a maximum of seven (7) steps will be granted.

##### 2. Class Placement:

Class placement shall be determined as follows:

- Class I: 24 semester units in Early Childhood Education/Child Development
- Class II: AA degree in Early Childhood Education/Child Development
- Class III: AA degree in Early Childhood Education/Child Development + 30 additional semester units earned after receipt of the AA
- Class IV: BA degree (including 24 Early Childhood Education/Child Development units)
- Class V: BA degree (including 24 Early Childhood Education/Child Development units) + 15 additional semester units earned after receipt of the BA

#### B. Advancements on the Salary Schedule

1. Unit members must have rendered paid service for 75% or more of the number of days (184) in the regular school year to be eligible to advance one vertical step on the schedule. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.

2. Unit members shall be limited to a one-step advancement from one school year to the next.
3. Advancement on the salary schedule based on earned college credits or degrees pre-approved Continuing Education Units or Professional Development Units, and issued by an accredited college or university, or accredited licensing board-approved professional organization will be permitted on a quarterly basis. That salary schedule advancement will be effective the July 1, October 1, January 1 or April 1 following submission of the required supporting documentation. Fifteen hours of earned CEUs would be the equivalent of 1 semester unit. SDCAE and the County Office will collaboratively develop a pre-approval form that includes a rationale.
4. A stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 14, 17, 20, and 23 years of service for those on Class III, IV, and V provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent evaluation (i.e., no unit member will lose a stipend which they have already been receiving).

2. ALL OTHER BARGAINING UNIT POSITIONS

- A. All other unit members will be compensated based on the Teacher Salary Schedules in Appendix B for their assigned work year.
- B. Salary Classification Requirements

Classification: Unit members shall be assigned to a class on the unit member's salary schedule in accordance with the classification requirements defined below. All classes require possession of an appropriate credential.

- |            |  |
|------------|--|
| Class A:   | Less than a bachelor's degree.   |
| Class I:   | A bachelor's degree and a regular teaching credential or a bachelor's degree.  |
| Class II:  | A bachelor's degree plus 30 semester units, approved by the County Office, earned after the receipt of the bachelor's degree.  |
| Class III: | A bachelor's degree plus 45 semester units, approved by the County Office, or a master's degree earned after the receipt of the bachelor's degree.   |
| Class IV:  | a) A bachelor's degree plus 60 semester units approved by the County Office earned after the bachelor's degree; or b) a master's degree plus 15 approved semester units approved by the County Office earned after the receipt of the master's degree. |

Class V: A bachelor's degree plus 75 semester units approved by the County Office earned after the bachelor's degree; or b) a master's degree plus 30 semester units approved by the County Office earned after the receipt of the master's degree.

Class VI: a) A bachelor's degree plus 90 semester units earned after the bachelor's degree and approved by the County Office, if the employee also holds a master's degree; or b) a master's degree plus 45 approved semester units earned after the receipt of the master's degree; or c) a bachelor's degree plus an earned doctorate, as determined by the County Office.

C. Placement on the Salary Schedule

1. One step for each full year of contracted public school teaching experience to a maximum of seven (7) steps shall be granted.
2. One step for each full year of contracted public school teaching experience to a maximum of ten (10) steps shall be granted for unit members initially employed on or after July 1, 2006 in all positions requiring a special education credential.
3. One step for each full year of contracted public or non-public school teaching experience to a maximum of thirteen (13) steps shall be granted for unit members initially employed on or after July 1, 2006 in special education positions requiring a school nurse credential or a speech and language credential.
4. One step up to a maximum of three (3) shall be granted for each year of substitute or temporary teaching experience with the County Office. In order for such teaching experience to qualify for one year of related experience credit, an individual must have served at least 75% (143 days) during a program teaching year (July 1 – June 30).
5. One step for each two (2) years of related experience shall be granted in accordance with the guidelines shown below.
  - A. Related experience credit (one step for each two years of creditable experience) may be granted for the following:
    - 1.) Non-public school contracted teaching experience. Credit shall be granted only for experience gained after unit member was fully credentialed (or eligible to be fully credentialed) as required for teaching in public schools.  
  
Experience must have been as a full-time contracted teacher. In no case shall initial salary placement credit for prior experience exceed seven (7) steps.

2.) Instructional Aide, teacher assistant, teacher aide, counselor aide, etc., or other instructional paraprofessional in programs operated by the County Office. Service shall have been for at least five hours per day for a minimum of (75%) during a program teaching year (July 1 - June 30). In no case shall initial salary placement credit for prior experience exceed two (2) steps.

B. Unit members hired into the County Office identified hard-to-staff credential areas in programs such as Hope Infant Program, Friendship School, JCCS, and the SELPAs, shall be given two (2) steps for each one (1) year of full-time related experience. By April 1st of each year, the County Office will identify the hard-to-staff credential areas eligible for this clause. Work experience must meet the following requirements:

1.) Experience which is substantially the same as the duties for which the new member is being employed by the County Office.

2.) The unit member was employed in a full-time equivalent capacity while rendering such qualifying experience.

D. Advancements on the Salary Schedule

1. Unit members must have rendered paid service for 75% or more of the days in the regular school year to be eligible to advance one vertical step on the schedule. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.

2. Unit members shall be limited to a one-step advancement from one school year to the next.

3. Advancement on the salary schedule based on earned college credits or degrees, pre-approved Continuing Education Units or Professional Development Units, and issued by an accredited college or university, or accredited licensing board-approved professional organization will be permitted on a quarterly basis. Salary schedule advancement will be effective the July 1, October 1, January 1 or April 1 following submission of the required supporting documentation. Fifteen hours of earned CEUs would be the equivalent of 1 semester unit. SDCAE and the County Office will collaboratively develop a pre-approval form that includes a rationale.

### 3. ADDITIONAL COMPENSATION

A. Daily Rate Calculation

Each day agreed upon in accordance with Article XI and worked in excess of the full-time base year for the classification shall be paid at the unit member's annual salary divided by the base year.

B. ESY/Intercession Compensation

Compensation for intercession and ESY assignments shall be at a prorated based on the number of hours worked and the unit members' daily rate for the fiscal year in which the extra assignment is worked.

C. Stipends

Stipends based on the salary schedule shall be based on the regular salary (schedule Appendix B).

1. Head teachers shall have a 4.4% stipend based on Class IV, Step 13, added to their regular placement on the salary schedule. (Reference: JCCS Program Manual)
2. A stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 14, 17, 20, and 23 years of service for those on Class III, IV, V and VI provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent evaluation (i.e., no unit member will lose a stipend which they have already been receiving).
3. A stipend based upon 2.8% of Class IV, Step 13 shall be paid for unit members assigned to remote sites. To qualify as a remote site, the following conditions must be met:
  - a. The site must be at least thirty (30) miles from the administrative offices of the County Office and;
  - b. The site is located in an isolated rural area. Residents of and visitors to the area must travel to other metropolitan areas to conduct business and/or receive services.

Designated Remote Sites:

Fox Outdoor Education School

Cuyamaca Outdoor Education School

East Mesa Juvenile Detention Facility

San Pasqual Academy

If a unit member is transferred or reassigned to a non-remote site from a remote site the stipend will end effective the 1st of the month following the effective date of the transfer or reassignment. If the effective date of the transfer or reassignment is the 1st of the month, the remote stipend will end on the effective date of the transfer or reassignment.

4. A stipend based upon 1.8% of Class IV, Step 13 shall be paid unit members beginning July 1 following the date upon which the unit member is awarded a doctoral degree from an institution accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.
5. A stipend based upon 2.0% of Class IV, Step 13 shall be paid unit members awarded for the following credentials or certificates beginning July 1 following the date upon which the unit member earns the certifications is awarded any one of the following credentials or certificates:
  - a. Bilingual Cross-Cultural, Language and Academic Development Certificate
  - b. Bilingual Certificate of Assessment Competence
  - c. Specialist, Cross-Cultural Instruction Credential
  - d. Multiple-Subject or Single-Subject Credential with bilingual emphasis
  - e. Any other credential or certificate issued by the California Commission on Teacher Credentialing determined by the County Office of Education, in its sole discretion, to be the equivalent of one of the above.
  - f. American Sign Language (ASL) for unit members who hold the Educational Specialist Deaf and Hard of Hearing Credential or the ASL certification and who are required to use ASL as a part of their regular assigned contract position.
6. Annual stipends shall be paid to unit members serving in the following:
  - a. PAR Consulting Teacher = \$4,655 annually
  - b. Teacher Induction Program Support Provider = \$1,605 for 1st participating teacher, \$1,605 for each additional participating teacher (maximum \$4,815 for three participating teachers)
  - c. Athletic Director = \$4,879
  - d. Activities Director = \$3,852
  - e. Head Football Coach\* = \$3,082
  - f. Stipends for all other Head Coaches\* = \$3,005
  - g. Assistant Football Coach\* = \$1,849
  - h. Stipends for all other Assistant Coaches\* = \$1,541
  - i. Cheer Coach\* = \$2,696

- j. Journalism = \$1,849
- k. JV Coach\* = \$1,849
- l. Split Shift Assignment\*\*= \$3,000

\* Coaching stipends apply to CIF-sponsored sports and activities

\*\* Split shift is defined as an assigned preschool work schedule that is interrupted by non-paid and non-working time periods greater than an hour for more than 20% of their contractual work days to be paid at the end of the school year.

- 7. Unit members participating in the County Office sanctioned non-school day activities with students shall be compensated as follows:
  - a. \$100 per day for an activity requiring less than four (4) hours
  - b. \$200 per day for an activity requiring four (4) or more hours
- 8. Outdoor Education, serving an overnight duty, shall receive a stipend of 4.4% based on Class IV, Step 13, added to their regular placement on the salary schedule. (Reference: JCCS Program manual)
- 9. A one-time stipend of \$2,000 will be paid out to unit members that add additional credential/authorization after July 1, 2019 who have not already received payment under this clause prior to July 1, 2023 in a high need area as identified by the County Office (i.e., VI, O&M, DHH, Early Childhood, Audiologist, math, chemistry, physics).

D. Attendance Incentive

Unit members who have not utilized any sick leave (including illness, personal necessity and personal business) during the program year (July 1 - June 30) shall receive a payment equal to the unit member's daily rate (inclusive of stipends) in effect on July 1 of the program year.

E. Non-classroom Assignments

This hourly rate applies to unit members who are offered and who agree to serve in an hourly non-classroom assignment in addition to the regular contract assignments. Non-classroom hourly assignments include, but are not limited to: materials development, curriculum writing, planning and facilitation of professional learning (i.e., Teacher Advisory, WASC) and PAR Council membership. Only unit members with advance approval for such assignments will be paid the hourly rate on Appendix F of the agreement to be paid pro rata in 15-minute increments after the first hour.

F. Workshop Participants

This hourly rate applies to a regular contract unit member who participates voluntarily in a County Office sponsored workshop and/or meeting for which compensation is available. This rate will be paid only for workshop participation on



other than teaching days and/or outside of hours considered part of the regular contract service. Only workshop participants with advance approval for compensation will be paid the hourly rate on Appendix F of the agreement to be paid pro rata in 15-minute increments after the first hour.

- G. Hourly rates on Appendix F of the agreement for non-classroom assignments and workshop participation shall be increased by any negotiated percentage increase to the salary schedules in Appendix A and Appendix B.
- H. A stipend of \$6,000, paid out after three (3) years of consecutive full-time service, shall be paid to unit members hired on or after July 1, 2018 who have not received payment under this clause prior to July 1, 2023, hold state certification and are employed as Audiologists, Speech Hearing and Language Specialists, or in positions requiring authorizations for Deaf and Hard of Hearing (DHH), Visually Impaired (VI) or Orientation and Mobility (O&M). The stipend will be paid out at the completion of the third instructional year.
- I. Beginning July 1, 2023, for unit members, who hold appropriate certification for their assignment and for whom a Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) or an American Sign Language (ASL) certification is not necessary (i.e. counselors, social workers, audiologist, school nurse, infant/toddler teachers, preschool teachers, etc.), and who are required to use a second language as a part of their regular position, shall receive a Second Language stipend of \$2,000 per year.

## ARTICLE XVI: EMPLOYEE BENEFITS

1. A. The County Office shall offer for all unit members employed under a 50% or more contract a comprehensive health plan under the auspices of VEBA that includes coverage for the following: 1) Employee, dependents of the employee, spouse or domestic partner (as domestic partner is defined in California Family Code Division 2.5, Section 297. The plan shall include health insurance subject to the premium contribution cap described below, dental coverage (COE paid), employee and effective January 1, 2013, dependent vision coverage (COE paid) and employee-only life insurance. There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office.
- B. For unit members sharing a contract the County Office shall pay up to 50% of the cost of selected plans for each unit member working a shared contract. The maximum contribution paid by the County Office for one shared position shall not exceed the annual capped amount specified in Article XVI.1.C. Each unit member on a shared contract shall be required to pay the remaining costs of the benefits premium for the benefits provided above.
- C. The County Office shall contribute a maximum annual amount of \$18,365.76 effective January 1, 2023, toward the cost of the medical insurance plan elected by the unit member. Each year thereafter through the term of this agreement, if premium rates increase, the County Office shall increase its maximum annual contribution by 5% plus  $\frac{1}{2}$  of the remaining percentage increase in premium costs. The amount represented in dollars, shall be added to the previous years' cap and become the new maximum annual contribution (cap). Effective plan year 2023, the County Office shall increase the cap by \$600.00. The increased cap shall be considered as the basis for which the plan year 2024 annual maximum contribution is calculated.

The increased costs to premiums not paid by the County Office shall be paid by the unit member. Following the expiration of the agreement, the County Office shall continue the actual monthly dollar amount of the capped contribution until and unless negotiations according to Government Code section 3540 et. seq. are concluded.

### Kaiser Premium Calculation

Beginning January 1, 2014, the premium cost for Kaiser enrollees shall be determined using a weighted average of actual Kaiser premium costs. The weighted average is a total of actual premium costs for all Kaiser plan tiers divided by the total number of County Office employees enrolled in all three Kaiser tiers. Premium costs in excess of the maximum County Office contribution shall be paid by the unit member through payroll deduction.

### Medical Plans Other than Kaiser

Unit members selecting employee-only coverage under a medical plan other than Kaiser shall pay through payroll deduction the Kaiser employee-only unit member contribution costs. Unit members selecting employee plus one or employee plus family coverage shall pay through payroll deduction any costs in excess of the maximum County Office contribution.

2. The benefit plan options for unit members shall be listed in Appendix E of the agreement. Life insurance coverage shall be a Basic Life and AD&D policy for twice the employee's gross annual salary for the unit member only. The optional supplemental life insurance plans are available by payroll deduction. This supplemental insurance coverage is available for both the unit member and unit member's dependents.
3. The County Office agrees to contribute up to the annual premium cap towards the medical premium for the retiree only provided the eligibility criteria defined below are met. Retiree medical benefits shall be limited to the prevailing benefits provided to then-current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time. The amount contributed by the County Office toward such purchase shall not exceed the amount being contributed by the County Office toward purchase of benefits for then-current unit members, as that amount may vary from year to year.
  - A. The contribution shall be subject to the following conditions:
    - (1) In order to be eligible for benefits hereunder, a unit member must have fully retired under the provisions of the STRS or PERS; be at least 55 years of age, but not more than 65 years of age; must have served as a unit member of the County Office full-time for at least ten (10) years prior to retirement; and must retire during the term of this agreement. Eligibility will terminate when the retiree reaches the age of 65 or upon the retiree's death, whichever occurs first. The retiree shall apply for Medicare benefits when eligible. In the event that the retiree becomes eligible for benefits through Medicare, social security, or any other benefit or insurance program, the Office of education will contribute the specified amounts only toward the purchase of a plan which provides available benefits as are necessary to maintain the comparability of the benefits afforded to the retiree and the benefits, if any, afforded to current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time. The retiree, to continue to receive the County Office contribution, shall annually certify that they are not covered under any other health insurance plan, with the exception of Medicare. An approved County Office leave of absence shall constitute a year of service for the purposes of eligibility.
    - (2) A retiree shall contribute the monthly balance due, if any, for the purchase of such benefits. Payment by the retiree must be received by the County Office no later than the last working day of the month preceding the month for which coverage is intended. If any payment is not made within ten (10) days after it is due, a late charge of 5% of the installment due may be charged to the retiree. In the event that any payment is not received within sixty (60)

days of the last working day of the month preceding the month for which coverage is intended, the retiree may be removed from the group immediately and, once removed, shall not be reinstated. The retiree shall be notified within fifteen (15) days in writing that they have been removed from group coverage and is no longer eligible for contributions hereunder or to participate in the group.

4. The County Office is authorized to take such action as it determines to be appropriate in order to implement state and federal laws and regulations regarding mandatory health and welfare benefits for retired unit members and other former unit members, as such laws and regulations may be amended from time to time.
5. A statement of the unit member's coverages shall be sent to each unit member prior to the re-enrollment period each year. This statement shall include the types and extent of coverage, what is being paid by the County Office, and what is being paid by the unit member.
6. Acupuncture services shall be included in the benefit packages offered to unit members at no additional cost.

## ARTICLE XVII: PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT (Reduced Work Year)

1. An option for part-time employment is available for eligible unit members to phase into their retirement program. The unit member and the Office agree to contribute the full retirement payment that would have been contributed if the unit member had been employed on a full-time basis.
2. In order to qualify for this provision, the unit member must meet the following conditions.
  - A. The unit member must have reached the age of 55 prior to reduction in workload.
  - B. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
  - C. The option of part-time employment must be exercised at the request of the unit member, approved by the County Office and can be revoked only with the mutual consent of the Office and the unit member.
  - D. The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which the unit member is eligible.
  - E. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during their final year of service in a full-time position.
  - F. The unit member may participate a total of six (6) consecutive years.
3. The employee shall receive health and welfare benefits in the same manner as a full-time employee.
4. Any unit member who is interested in participating in the program shall notify the Personnel Office no later than March 15. The Office shall schedule a meeting with each such unit member on or before April 30 to develop a mutually agreeable program for such unit member.
5. No unit member shall be pressured overtly or indirectly to participate in the part-time employment program.

## ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall not be interpreted or applied in a manner which is unlawful, arbitrary, capricious and/or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect. This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
2.
  - A. All rights, powers, and privileges of the County Office shall be exercised by the Board and/or Superintendent and the operation of the County Office shall be administered by the Superintendent or any other person properly designated by the Superintendent.
  - B. The above language shall not be construed to limit the right of the Association to consult with the County Office as set forth in Government code Section 3543.2.
3. The County Office and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the County Office will support this Agreement for its term.
4. It is agreed and understood that there will not be strike, work stoppage, slowdown, or sick-in by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
5. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
6. During the term of this Agreement, the Association and the County Office mutually agree that this Agreement shall be in full settlement of all issues which were, could have been or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by procedure expressly allowing same stated in this Agreement.
7. Improvements in unit member benefits that are covered in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law, shall be incorporated into this Agreement. No current benefits mandated by law shall be eliminated during the term of this Agreement.
8. In establishing staffing patterns for County Office-operated juvenile detention facilities, the County Office will comply with the classroom guidelines recommended by the California Administrative Regulations.
9. A unit member shall have input to the principal as to whether they wish to utilize Teaching Assistants (TA's). If TA's are utilized, the unit member shall have input into the selection and retention of the TA's. Unit members may appeal decisions concerning the selection and retention of TA's to the program director whose decision is final.

10. Examinations for tuberculosis shall be required in every subsequent four-year period as a condition of continued employment. The County Office shall notify all unit members 30 days before the tuberculosis examination is due.
11. Mileage reimbursement for unit members shall be the IRS Standard Mileage Reimbursement Rate consistent with current County Office policy.
12. Staff Development Buy-Back Program – Attendance of unit members will be voluntary at staff development activities for which the County Office will receive reimbursement under the state Staff Development Buy-Back program. These staff development activities will not reduce the number of instructional days offered students enrolled in County Office programs and will be scheduled at times when students are not in attendance or on days when unit members are not scheduled to work. Unit members must attend and participate in each of the required staff development activities during a particular Staff Development Day in order to receive compensation. Unit members will be compensated for up to three days annually at an hourly rate based upon their regular daily rate to a maximum of their daily rate for each day of attendance.

Staff Development Buy-Back program activities will be offered at the sole discretion of the County Office and only to the extent that sufficient funding is available from the state for this purpose.

13. Selection of Head Teachers
  - A. Head Teachers shall be appointed on a contract year basis, i.e. during designated work calendar during the period between July 1 and June 30 of a given year, for assignments of not less than the minimum work year for the assigned program.
  - B. Standard form applications for designated Head Teacher assignments shall be made available to unit members by May 1 of each year by Human Resources. Head Teachers seeking re-appointment shall make application for consideration for a subsequent year of service as Head Teacher. The application period shall be no less than 10 working days and may be extended by Human Resources if necessary. Human Resources shall establish a selection process resulting in a list of eligible candidates from which the Program Director may make selections.
  - C. The Program Director shall, in their sole discretion, appoint Head Teachers to assignments after considering the recommendation(s) of the site administrator. Human Resources shall announce the appointment of Head Teachers and provide notice to each unit member regarding the disposition of their application for Head Teacher assignment by June 25 of each year. No election or voting by teachers shall be permitted.
  - D. No unit member shall be appointed to the same Head Teacher assignment for more than two (2) consecutive years unless the Program Director determines that no other unit member who has applied for consideration is appropriate for the assignment. Head Teachers assigned to the Outdoor Education Program may serve Head Teacher assignments for more than two (2) consecutive years at the discretion of the Program Director.

- E. No unit member in probationary status shall be appointed to a Head Teacher unless the Program Director determines that no other unit member who has applied for consideration is appropriate for the assignment.
- F. No exception to the provisions of paragraphs “D” and “E” above shall be implemented prior to consultation between the Program Director, Human Resources and the Association.

14. Additional Work Opportunities with Special Grants

All opportunities will be posted in the same manner as other transfer opportunities are posted. Unit members selected for grant opportunities may serve until the expiration of the term of the grant.

15. Unit Members Serving in “Non-Teaching” Assignments

Non-permanent unit members will be on a one-year contract. In the event that it becomes necessary for the County Office to reduce the number of non-teaching positions due to a reduction in revenues currently utilized to fund non-teaching positions, or reduction in programs in which non-teaching positions current serve, rehire of non-permanent employees shall occur in order of seniority, except in such case that the County Office can demonstrate a need for a specific qualification possessed by a less senior unit member serving in a like position.

During this term of employment, the following provisions shall apply:

- 1. Reduction-In-Force (RIF)
  - a. In the event that it becomes necessary for the County Office to reduce the number of non- teaching positions due to a reduction in revenues currently utilized to fund non- teaching positions, or reduction in programs in which non-teaching positions currently serve, reduction in force shall occur in reverse order of seniority, except in such case that the County Office can demonstrate a need for a specific qualification possessed by a less senior unit member serving in a like position. For this purpose, seniority shall be defined as the date the employee was initially employed by the County Office in a certificated bargaining unit position. Notice of intent to layoff a unit member serving in a non-teaching position shall be provided to the affected unit member and the Association not later than March 15 of the year in which the layoff occurs.
  - b. A unit member whose employment is severed as a result of a RIF shall have the right to return to services in any vacant non-teaching position within the bargaining unit for which the unit member holds the required qualifications including but not limited to the required credential within 39 months following the last date of service in the school year in which the layoff occurred. Offers to return to service under such circumstances shall occur according to seniority. This right of reemployment may be waived by the unit member, without prejudice, for not more than one school year. Such waiver



shall not deprive the unit member the right to subsequent offers of reemployment.

2. Reemployment Notice

The County Office shall provide, not later than March 15 in the year in which the unit member's contract expires, written notice of intent to reemploy, or otherwise not reemploy the unit member for a subsequent term.

16. Information Regarding Supplemental Instructional Funds

The County Office shall annually provide unit members with information detailing the means by which monies for supplemental classroom materials/activities may be accessed.

17. Prep Time

Prep time shall be defined as time not devoted to instruction of pupils, and which shall only be used for preparation of instructional materials, and/or other instructionally related activities. Unit members may only leave their worksite, subject to prior approval of the site administrator(s).

18. Emergency Classroom Coverage

A. The County Office will pay the unit member who must cover another classroom during their prep time, their per diem hourly rate.

B. In a situation where a substitute teacher would normally be employed, the unit member shall receive the current County Office base substitute teacher pay rate prorated for the number of hour(s) the additional classroom was covered, or;

C. If the unit member must cover any students not normally assigned bringing their total class size to 13 or more, they shall receive the County Office base substitute teacher pay rate prorated for the number of hours the additional students were covered.

If coverage of another class is needed, volunteers will be solicited.

19. If the County Office utilizes Instructional Coaches, this position will only be posted internally. Only unit members who have permanent status shall be considered eligible to apply for the Instructional Coach position(s).

A. Term

Instructional Coach assignments begin July 1 and end on June 30 of each program year. Exceptions will be reviewed on a case-by-case basis.

B. Term Limits

The initial term of an Instructional Coach shall be two (2) years. If, at the conclusion of the first year of their first two-year cycle, unit members or the County Office may discontinue their placement in the position as an Instructional Coach. After

completion of the first two-year cycle, an Instructional Coach may have their placement extended by mutual agreement for one additional year, and no more than two-years, making a total of four (4) consecutive years. Once a unit member has completed four (4) years as an Instructional Coach they shall be returned to a teaching position for one (1) year before being allowed to apply as an Instructional Coach again. No unit member may serve in an administrative position while serving as an Instructional Coach.

C. Return Rights

After the first year, if the unit member's placement is discontinued by the unit member or the County Office as an Instructional Coach, they will be returned back to a teaching position, and every effort will be made to return them to their former location.

20. Special Education Release Time Substitute Request

The Special Education teacher may be granted up to three (3) days of release time through this process annually. Requests beyond three days will be handled on a case-by-case basis.

A. The unit member will submit a request for a Caseload Management Substitute, in writing to their administrator. The request will include the rationale for the substitute day.

B. The administrator will review the request including the rationale, work schedule, and caseload.

C. Denials may be appealed to the program executive director.

21. Cell Phones Stipends

Unit members identified by their County Office administered programs as itinerant may request a cell phone stipend of \$35.00 if they must use their personal cell phone when out in the field. The initial request is made in writing and must include a rationale. The program director shall review and approve the requests on a case-by-case basis. Unit members must complete the County Office cell phone use training to be eligible for the cell phone stipend.

22. Joint Special Education Advisory Committee

The County Office Special Education department and SDCAE will establish and co-facilitate a joint special education committee that will meet quarterly to discuss special education issues. Resolution of the special education issues must be attempted with the immediate supervisor prior to being brought before the joint committee.

## ARTICLE XIX: PEER ASSISTANCE AND REVIEW AND TEACHER INDUCTION PROGRAM

1. A Peer Assistance and Review Program shall be established in accordance with the provisions below, the focus of which shall be to provide peer assistance to unit members receiving a standards not met evaluation rating and to any other unit members who voluntarily requests peer assistance to improve and/or enhance their performance. It shall not be the intent or focus of PAR Council or Consulting Teachers to evaluate unit members. The Parties agree that the focus of a Peer Assistance and Review Program (PAR) shall be to provide support and assistance to improve instructional practices and student learning, and not to evaluate Bargaining Unit Members.
2. Peer Assistance and Review Council (PAR Council)
  - 2.1 The PAR Council will consist of five (5) members. Members of the PAR Council will include the three (3) members selected by the Association, and two (2) members selected by the County Office. The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson and the development of a proposed annual program budget. A PAR Council member may not participate in the Council's consideration, assessment, or acceptance of a report which pertains to a Participating Teacher whose most recent evaluation was approved by that council member.
  - 2.2 The PAR Council will establish its meeting schedule. In order to hold meeting four (4) of the five (5) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released, from their regular duties without loss of pay. Such work shall be authorized by the Council after consulting with the affected Program Managers to ensure minimal scheduling conflicts (PAR activities shall not be scheduled when calendar conflicts exist such as student testing, parent conferences, staff development activities, meetings, emergencies, etc.). Bargaining unit members who are members of the Council shall receive compensation in accordance with the Article XV.I. If, in carrying out their responsibilities as members of the Council, teachers are authorized to work beyond their work calendar year they will be compensated for the additional time at an hourly rate based upon their contracted daily rate of pay. The expenses for paid release time for Council members shall be reflected within the annual budget adopted by the PAR Council.
  - 2.3 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 4), assessing Consulting Teachers Professional Growth Plan and PAR Action Plan and their documentation, and providing in-service training during the school year. The PAR Council will provide written confirmation of participation in the PAR Program to Participating Teachers, Referred Teachers, Principals or immediate supervisors, and Consulting Teachers.

- 2.4 The PAR Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. The Guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
- 2.5 The PAR Council will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the Council's designation of a Consulting Teacher to the Council in accordance with procedures developed by the Council. The PAR Council shall meet with a Participating Teacher regarding the Consulting Teacher's assignment within two (2) weeks of such request from the Participating Teacher.
- 2.6 It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.
- 2.7 The PAR Council reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the County Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
- 2.8 The PAR Council is responsible for developing and submitting an annual written report to the County Superintendent evaluating the impact of the PAR Program.
- 2.9 Decisions made by the PAR Council regarding implementation of the PAR process shall not be subject to the grievance procedure as long as such decisions do not violate the terms of the Agreement.

### 3. Participating Teacher (PT)

- 3.1 A Participating Teacher is a Bargaining Unit Member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, instructional methodology, and related aspects of teaching performance. The establishment of performance goals and standards are not subject to the bargaining process.

#### 3.1.1 Participating Teacher

- a. The purpose of participation in the PAR Program is to assist the Bargaining Unit Member in improving instructional performance. Permanent Bargaining Unit Members, who have received an overall Standards Not Met by the Evaluator on the Form D, Annual Growth Summary Conference, shall be required to participate in the PAR Program as an intervention.
- b. The decision of the Evaluator to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure.
- c. The Consulting Teacher will continue to provide assistance to the Participating Teacher until the PAR Council concludes that teaching performance of the Participating Teacher is Standards Met, or that further assistance will not be productive, at which time the

Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at the meeting. The Evaluator will be provided the opportunity to verbally address the PAR Council upon request. The Evaluator's verbal comments shall be advisory only and shall not be included within the PAR Council's report to the County Superintendent or included in any form in the Participating Teacher's personnel file. The PAR Council will forward its final report including recommendations to the Superintendent or designee.

- d. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq. The County Office retains all rights and privileges consistent with the Education Code and the Collective Bargaining Agreement, related to actions regarding the employment of any employee.
- e. The Participating Teacher shall receive per diem hourly compensation for activities (i.e. workshops, seminars, etc.) required beyond the regular work year or two hours beyond the required work day. Participation in such activities shall be consistent with the Action Plan and subject to PAR Council approval.

#### 3.1.2 Volunteer Teacher Participants

- a. A permanent Bargaining Unit Member who seeks to improve their teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher Participant, in their discretion, may terminate their participation in the PAR Program at any time.
- b. Unless requested by the Volunteer Teacher, information obtained by the Consulting Teacher while working with the Volunteer Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- c. The Consulting Teacher will assist in developing the Action Plan for the Volunteer Teacher Participant, after consultation with the Volunteer Teacher participant.

#### 4. Consulting Teachers

- 4.1 A Consulting Teacher is a permanent Bargaining Unit Member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

4.1.1. A permanent status classroom teacher employed full time by the County Office with at least four (4) years of recent teaching experience in special education and/or alternative education programs.

4.1.2. Demonstrated exemplary teaching ability.

4.1.3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

4.1.4. Ability to communicate effectively both orally and in writing.

4.1.5. Ability to work cooperatively and effectively with others.

4.2. A Consulting Teacher shall be a classroom teacher who is provided release from their regular assignment by the PAR Council to provide assistance to a Participating or Volunteer Teacher participant in improving instructional performance (or other activities pursuant to section 6.4 below). This assistance may include but not be limited to:

4.2.1. Conducting an initial meeting with the Evaluator or designee to discuss the Participating Teacher's evaluation.

4.2.2. Performance goals shall be in writing, clearly stated, aligned with pupil learning, the California Standards for the Teaching Profession, and consistent with Education Code 44662.

4.2.3. Scheduling multiple observations of the Participating Teacher during periods of classroom instruction.

4.2.4. Conferring with the Evaluator, as determined by the Consulting Teacher, on the progress of the Participating Teacher's progress with the Action Plan.

4.2.5. Modeling effective instructional strategies and classroom management techniques

4.2.6. Utilization of other instructional support services to assist the Participating Teacher.

4.2.7. Monitoring the progress of the Participating Teacher and maintaining a written record.

4.2.8. Making status reports to the PAR Council for a referred or voluntary Participating Teacher.

4.2.9. A Consulting Teacher may be assigned by the PAR Council to perform special projects in the area of teacher assistance and staff development when not assigned to a participating teacher as defined in Sections 4.1.1 and 4.1.2 and with authorization of the County Office.

4.2.10. If in carrying out their responsibilities a Consulting Teacher who is authorized to work beyond the calendar year or more than two hours beyond their regular work day (six hours, 45 minutes of duty time), they will be

compensated for the additional time at an hourly rate based upon their contracted daily rate of pay.

- 4.3 In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the County Office. In addition to submitting an application form, each applicant is required to submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for Consulting Teacher, the PAR Council may recommend to the County Office to contract with another school district for a Consulting Teacher to fill the vacant position.
- 4.4 Consulting Teachers shall be selected by consensus or majority vote of the PAR Council after one (1) or more representatives of the PAR Council have conducted a site visitation and a classroom observation, either in-person or virtually, of all final candidates. The PAR Council's selection procedures, activities and criteria shall be consistent with applicable legal requirements, however, its judgments regarding selection of Consulting Teachers shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Agreement.
- 4.5 The PAR Council shall determine the number of consulting Teachers based upon the number of participants in the PAR Program and available funding.
- 4.6 The term of a Consulting Teacher shall be one (1) year. A Consulting Teacher's term may be extended up to two (2) years by the PAR Council if, after annually reviewing the list of Consulting Teachers, the PAR Council determines that the Consulting Teacher is fully qualified to meet the needs of one or more of the Participating Teachers. A unit member may not serve in an administrative position while serving as a Consulting Teacher.
- 4.7 Unit members serving as Consulting Teachers shall receive a stipend of \$4,350 annually, in addition to regular salary.
- 4.8 In the event that a Consulting Teacher is required to work beyond the regular work year or two hours beyond their regular work day, they shall be compensated for such additional work at an hourly rate based upon their contractual daily rate of pay. Such work shall be authorized by the PAR Council after consulting with the affected Program Directors to resolve potential scheduling or calendar conflicts.
- 4.9 The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Evaluator with respect to the process of peer assistance and review. The Participating Teacher Action Plan shall be based upon the areas in which the Participating Teacher's overall evaluation reflects unsatisfactory performance.
- 4.10 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

5. General Provisions

- 5.1 The County Office agrees to indemnify and hold harmless members on the PAR Council, and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Section 820.2
- 5.2 Functions performed by Bargaining Unit Members, as part of the PAR Program shall not constitute either management of supervisory functions.

TEACHER INDUCTION PROGRAM

6.0 TEACHER INDUCTION PROGRAM COMMITTEE

A Teacher Induction Program Committee will be established consisting of the Association President or designee and two (2) members selected by the Association; and a Director of Human Resource Services or designee, and two (2) members selected by the SDCOE to provide input for SDCAE unit members participating in induction. The Committee will assist in the selection of mentors as outlined below in the CTC state guidelines.

6.1 PROGRAM CANDIDATES-Teacher Induction Program

Program candidates hold a preliminary or Level 1 credential requiring an induction program as a condition of credential renewal. Program candidates will receive job-embedded support from an experienced and trained teacher (mentor) who will guide the formative assessment process throughout the two years of program participation. The formative assessment includes observations of the candidate within the instructional environment, reflective conversations, and instructional coaching as required by the California Commission on Teacher Credentialing approved SDCOE Teacher Induction Program. Participation in the Teacher Induction Program requires a commitment of time beyond the instructional day for both the mentor and program candidate. Additional compensation beyond the instructional day will not be provided to program candidates. SDCOE will cover the cost of two (2) years of participation in the SDCOE Teacher Induction Program. SDCOE will cover the cost beyond two years for program candidates in extraordinary situations, on a case-by-case basis. The decision for an extension will be made by the Induction Program Committee.

6.2 MENTORS

The mentor in the Teacher Induction Program provides support and assistance to program candidates in the process of receiving their professional teaching credential. The focus of this support is to help program candidates develop as educators in relation to the California Standards for the Teaching Profession and to support them in developing professional growth goals and effectively implementing their individual learning plan in their teaching context. An SDCOE Teacher Induction Program mentor is a permanent Bargaining Unit member who meets the mentor qualifications as specified in the California Commission on Teacher Credentialing approved SDCOE Teacher Induction Program.

6.2.1 Compensation (Part-Time Mentors)

Unit members who serve as a mentor in addition to their regular classroom assignment will be provided a stipend based on the number of program candidates



they are assigned. First program candidate is \$1,500 per year and every additional program candidate is \$1,500 per year. A maximum of three program candidates will be assigned to any one mentor. The stipend is for work outside the teaching day including program candidate weekly meetings and all other program requirements. Teacher Induction mentor training for new or continuing mentors required on non-duty days will be compensated at the mentor's daily rate.

#### 6.2.2 Release Time

Release time will be limited to classroom observations of program candidates and full day Teacher Induction Program training scheduled during the school year.

#### 6.2.3 Mentor Selection Criteria

Mentors will be selected using explicit criteria as specified in the California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher

Induction Programs. The criteria shall be consistent with the mentor's specified roles and responsibilities. In addition, mentors will possess the following qualifications:

- a. A permanent status classroom teacher employed full time by the County Office with at least three (3) years of recent teaching experience in special education and/or alternative education programs.
- b. Demonstrated exemplary teaching ability.
- c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- d. Ability to communicate effectively both orally and in writing.
- e. Ability to work cooperatively and effectively with others

#### 6.2.4 Selection Procedure

A notice of vacancy will be posted at all sites and in the County Office. The SDCOE Teacher Induction Committee will review the required application materials for each mentor candidate and evaluate them according to the mentor selection criteria outlined in 6.2.3. Qualified applicants will be interviewed by the Committee. Mentors will be selected based on a total score received from the review of the application materials and interview. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for a mentor, the County Office may contract with another school district or a non-SDCOE employee for a mentor.

Mentors shall be recommended by consensus or majority vote of the Committee for matching to program candidates by the SDCOE Teacher Induction Program Committee. All selection procedures, activities and criteria shall be consistent with applicable legal and California Commission on Teacher Credentialing approved SDCOE Teacher Induction Program requirements, however, decisions regarding

selection of mentors shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Association of Educators Agreement.

#### 6.2.5 Term

A unit member serving as a Teacher Induction Program Mentor as their regular assignment may serve in such assignment for a term of two (2) years, has the right to reapply for one (1) additional term. The unit member has the right to return to their last teaching assignment upon conclusion of their first term provided the assignment still exists, however, there is no guarantee that they will be able to return to their last teaching assignment upon completion of a second term.

The SDCOE retains the right to terminate the mentor service prior to the end of the program candidate's completion should the candidate be removed from the program or the mentor not complete all program requirements. Evaluation of the mentor's service is in consultation with the program candidate's feedback and the Induction Program Committee.

## ARTICLE XX: COMPLAINT PROCEDURE

1. This procedure shall apply to written complaints regarding the conduct of a unit member received by the San Diego County Office of Education from a student, parent or guardian of a student enrolled in a San Diego County Office of Education program, a San Diego County Office of Education employee, member of the public or any external public agency or governmental agency in which the unit member is assigned to deliver instructional services.
2. This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves criminal misconduct or is subject to investigation by a law enforcement agency.
3. This procedure shall not apply to any complaint regarding child abuse or sexual harassment for which the San Diego County Office of Education has a specific policy regulation or procedure or legal obligation that governs investigation and resolution of the matter.
4. When a County Office of Education administrator receives a complaint s/he deems serious enough to warrant action and/or investigation, the administrator shall inform the unit member against whom the complaint is lodged of the nature and specifics of the complaint, including a copy of any written complaint, within five (5) calendar days. The immediate supervisor shall make an effort to resolve such complaints in a timely manner. A unit member has the right to a conference with the supervisor to discuss the complaint and its resolution.

Within twenty (20) workdays of receipt of a written complaint the immediate supervisor or program administrator shall provide a report of the investigation of the complaint and resolution, if complaint has been resolved, including copies of all statements and other relevant documents, to the unit member. If the investigation remains ongoing, the unit member shall be provided a report of the resolution as soon as is reasonable possible upon resolution of the complaint.

5. Materials resulting from investigation and resolution of a written complaint may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to the material placed in their personnel file.
6. Article X, Grievance shall not be applicable to this article except as to allegations of a procedural violation(s).

## ARTICLE XXI: TERM

1. This Agreement shall be effective July 1, 2023 and remain in full force and effect up to and including June 30, 2024.
2. On or before December 1st of each year of the term of this agreement, either the County Office and/or SDCAE may give written notice to the other party of its desire to terminate or modify any of the following specific provisions:
  - a. Article XV: Salary
  - b. Article XVI: Employee Benefits
  - c. No more than two additional articles

Proposals shall be subject to the negotiations process if one of the parties notifies the other in writing on or before December 1st of its request to add to, modify, or amend the Agreement for the 2023-24 year.


For SDCOE:

 9/6/23  
Dr. Bobbi Burkett, Executive Director  
Human Resource Services

For SDCAE:

 9/5/23  
Kimberley Gudeth, Bargaining Co-Chair

 9/6/23  
Dr. Yolanda Rogers, Asst. Superintendent  
Human Resource Services

 9/5/23  
Melissa Swann-Bloom, Co-Chair

# APPENDIX A: PRESCHOOL TEACHER COMPENSATION PLAN



**MIGRANT EDUCATION  
PRESCHOOL TEACHER COMPENSATION PLAN  
184 Days / 7.5 Hours  
2023-2024  
Effective 07/01/2023  
updated 09/12/2023**

Salary Plan 063

Step	Grade -> Rate	001 Class I	002 Class II	003 Class III	004 Class IV	005 Class V
1	Daily	\$228.29	\$233.42	\$238.55	\$244.18	\$249.62
	Annual	\$42,006	\$42,950	\$43,894	\$44,929	\$45,930
2	Daily	\$234.07	\$239.04	\$244.64	\$250.26	\$255.71
	Annual	\$43,069	\$43,983	\$45,013	\$46,047	\$47,050
3	Daily	\$239.84	\$245.29	\$250.73	\$256.35	\$262.13
	Annual	\$44,131	\$45,133	\$46,135	\$47,169	\$48,231
4	Daily	\$245.77	\$251.39	\$256.98	\$262.77	\$268.71
	Annual	\$45,222	\$46,255	\$47,285	\$48,349	\$49,443
5	Daily	\$252.01	\$257.80	\$263.41	\$269.34	\$275.59
	Annual	\$46,370	\$47,435	\$48,467	\$49,558	\$50,709
6	Daily	\$258.43	\$264.06	\$270.14	\$276.24	\$282.33
	Annual	\$47,551	\$48,587	\$49,705	\$50,829	\$51,949
7	Daily	\$264.68	\$270.64	\$276.73	\$282.70	\$289.38
	Annual	\$48,701	\$49,798	\$50,918	\$52,016	\$53,245
8	Daily	\$271.41	\$277.36	\$283.77	\$290.02	\$296.59
	Annual	\$49,939	\$51,035	\$52,213	\$53,364	\$54,573
9	Daily		\$284.42	\$290.83	\$297.41	\$303.96
	Annual		\$52,333	\$53,512	\$54,724	\$55,928
10	Daily		\$291.47	\$298.03	\$304.78	\$311.65
	Annual		\$53,631	\$54,838	\$56,080	\$57,343
11	Daily			\$305.58	\$312.33	\$319.35
	Annual			\$56,226	\$57,469	\$58,760
12	Daily			\$312.95	\$320.16	\$327.38
	Annual			\$57,583	\$58,909	\$60,237
13	Daily			\$320.95	\$328.32	\$335.56
	Annual			\$59,055	\$60,411	\$61,743

STIPEND*	Percent	Monthly
Bilingual	2.00%	\$189.48
Head Teacher	4.40%	\$416.86
LTVS	4.00%	\$378.96
PhD/EdD	1.80%	\$170.53
Remote Site	2.80%	\$265.27
PAR Council	4.40%	\$416.86

\*Stipend amounts are based on Class IV, Step 13 of the Basic Teacher Compensation Plan



**EARLY EDUCATION  
PRESCHOOL TEACHER COMPENSATION PLAN  
244 Days / 8 Hours  
2023-2024  
Effective 07/01/2023  
updated 09/12/2023**

Salary Plan 067

Step	Grade -> Rate	001 Class I	002 Class II	003 Class III	004 Class IV	005 Class V
1	Daily	\$243.51	\$248.98	\$254.45	\$260.46	\$266.25
	Annual	\$59,417	\$60,752	\$62,087	\$63,553	\$64,966
2	Daily	\$249.67	\$254.97	\$260.94	\$266.94	\$272.75
	Annual	\$60,920	\$62,213	\$63,670	\$65,134	\$66,552
3	Daily	\$255.83	\$261.64	\$267.45	\$273.45	\$279.60
	Annual	\$62,423	\$63,840	\$65,259	\$66,721	\$68,223
4	Daily	\$262.16	\$268.14	\$274.13	\$280.28	\$286.62
	Annual	\$63,967	\$65,427	\$66,888	\$68,389	\$69,936
5	Daily	\$268.81	\$274.98	\$280.97	\$287.30	\$293.97
	Annual	\$65,589	\$67,096	\$68,557	\$70,100	\$71,729
6	Daily	\$275.65	\$281.65	\$288.14	\$294.67	\$301.15
	Annual	\$67,258	\$68,723	\$70,306	\$71,899	\$73,481
7	Daily	\$282.33	\$288.68	\$295.18	\$301.55	\$308.67
	Annual	\$68,888	\$70,438	\$72,023	\$73,579	\$75,315
8	Daily	\$289.51	\$295.86	\$302.69	\$309.36	\$316.36
	Annual	\$70,641	\$72,189	\$73,857	\$75,483	\$77,193
9	Daily		\$303.38	\$310.22	\$317.24	\$324.22
	Annual		\$74,024	\$75,693	\$77,407	\$79,109
10	Daily		\$310.90	\$317.90	\$325.10	\$332.42
	Annual		\$75,860	\$77,568	\$79,324	\$81,111
11	Daily			\$325.95	\$333.15	\$340.64
	Annual			\$79,532	\$81,289	\$83,115
12	Daily			\$333.82	\$341.50	\$349.20
	Annual			\$81,451	\$83,326	\$85,204
13	Daily			\$342.35	\$350.21	\$357.93
	Annual			\$83,534	\$85,451	\$87,336

STIPEND*	Percent	Monthly
Bilingual	2.00%	\$189.48
Head Teacher	4.40%	\$416.86
LTVS	4.00%	\$378.96
PhD/EdD	1.80%	\$170.53
Remote Site	2.80%	\$265.27
PAR Council	4.40%	\$416.86

\*Stipend amounts are based on Class IV, Step 13 of the Basic Teacher Compensation Plan

# APPENDIX B: BASIC, OUTDOOR EDUCATION AND SELPA TEACHER COMPENSATION PLANS



## BASIC TEACHER COMPENSATION PLAN

**2023-2024**

**Effective 07/01/2023**

**190 Days / 6.75 Hours**

**updated 09/12/2023**

**Salary Plan 060**

Step	Grade -> Rate	011 Class A	001 Class I	002 Class II	003 Class III	004 Class IV	005 Class V	006 Class VI
1	Daily	\$299.63	\$316.09	\$352.04	\$369.99	\$392.52	\$410.45	\$431.03
	Annual	\$56,929	\$60,058	\$66,887	\$70,299	\$74,579	\$77,985	\$81,896
2	Daily	\$314.56	\$331.85	\$369.13	\$387.13	\$409.63	\$428.89	\$449.51
	Annual	\$59,766	\$63,051	\$70,135	\$73,554	\$77,830	\$81,490	\$85,407
3	Daily	\$329.51	\$347.66	\$386.35	\$404.29	\$426.78	\$447.37	\$468.01
	Annual	\$62,606	\$66,055	\$73,407	\$76,815	\$81,088	\$85,001	\$88,921
4	Daily	\$344.55	\$363.52	\$403.48	\$421.44	\$443.89	\$465.82	\$486.41
	Annual	\$65,465	\$69,069	\$76,662	\$80,073	\$84,340	\$88,505	\$92,417
5	Daily	\$359.60	\$379.34	\$420.61	\$438.62	\$461.17	\$484.35	\$504.97
	Annual	\$68,324	\$72,075	\$79,915	\$83,338	\$87,622	\$92,027	\$95,944
6	Daily		\$395.16	\$437.80	\$455.83	\$478.25	\$502.72	\$523.34
	Annual		\$75,080	\$83,182	\$86,607	\$90,867	\$95,517	\$99,434
7	Daily		\$411.07	\$454.93	\$472.92	\$495.42	\$521.26	\$541.92
	Annual		\$78,103	\$86,437	\$89,855	\$94,129	\$99,040	\$102,964
8	Daily		\$426.94	\$472.07	\$490.11	\$512.55	\$539.73	\$560.34
	Annual		\$81,118	\$89,693	\$93,120	\$97,384	\$102,549	\$106,464
9	Daily			\$489.18	\$507.29	\$529.78	\$558.18	\$578.79
	Annual			\$92,944	\$96,385	\$100,658	\$106,054	\$109,971
10	Daily			\$506.29	\$524.32	\$546.89	\$576.70	\$597.32
	Annual			\$96,195	\$99,620	\$103,910	\$109,573	\$113,491
11	Daily			\$523.52	\$541.48	\$564.04	\$595.11	\$615.77
	Annual			\$99,469	\$102,881	\$107,167	\$113,070	\$116,996
12	Daily			\$540.69	\$558.74	\$581.16	\$613.63	\$634.30
	Annual			\$102,732	\$106,160	\$110,420	\$116,590	\$120,517
13	Daily			\$557.85	\$575.79	\$598.36	\$632.05	\$652.71
	Annual			\$105,992	\$109,401	\$113,689	\$120,089	\$124,014

STIPEND*	Percent	Monthly
Bilingual	2.00%	\$189.48
Head Teacher	4.40%	\$416.86
LTVS	4.00%	\$378.96
PhD/EdD	1.80%	\$170.53
Remote Site	2.80%	\$265.27
PAR Council	4.40%	\$416.86

\*Stipend amounts are based on Class IV, Step 13 of the Basic Teacher Compensation Plan



**OUTDOOR EDUCATION TEACHER COMPENSATION PLAN**

2023-2024

Effective 07/01/2023

190 Days

updated 09/12/2023

**Salary Plan 065**

Step	Grade -> Rate	001 Class I	002 Class II	003 Class III	004 Class IV	005 Class V	006 Class VI
1	Daily	\$316.09	\$352.04	\$369.99	\$392.52	\$410.45	\$431.03
	Annual	\$60,058	\$66,887	\$70,299	\$74,579	\$77,985	\$81,896
2	Daily	\$331.85	\$369.13	\$387.13	\$409.63	\$428.89	\$449.51
	Annual	\$63,051	\$70,135	\$73,554	\$77,830	\$81,490	\$85,407
3	Daily	\$347.66	\$386.35	\$404.29	\$426.78	\$447.37	\$468.01
	Annual	\$66,055	\$73,407	\$76,815	\$81,088	\$85,001	\$88,921
4	Daily	\$363.52	\$403.48	\$421.44	\$443.89	\$465.82	\$486.41
	Annual	\$69,069	\$76,662	\$80,073	\$84,340	\$88,505	\$92,417
5	Daily	\$379.34	\$420.61	\$438.62	\$461.17	\$484.35	\$504.97
	Annual	\$72,075	\$79,915	\$83,338	\$87,622	\$92,027	\$95,944
6	Daily	\$395.16	\$437.80	\$455.83	\$478.25	\$502.72	\$523.34
	Annual	\$75,080	\$83,182	\$86,607	\$90,867	\$95,517	\$99,434
7	Daily	\$411.07	\$454.93	\$472.92	\$495.42	\$521.26	\$541.92
	Annual	\$78,103	\$86,437	\$89,855	\$94,129	\$99,040	\$102,964
8	Daily	\$426.94	\$472.07	\$490.11	\$512.55	\$539.73	\$560.34
	Annual	\$81,118	\$89,693	\$93,120	\$97,384	\$102,549	\$106,464
9	Daily		\$489.41	\$507.29	\$529.78	\$558.18	\$578.79
	Annual		\$92,987	\$96,385	\$100,658	\$106,054	\$109,971
10	Daily		\$506.29	\$524.32	\$546.89	\$576.70	\$597.32
	Annual		\$96,195	\$99,620	\$103,910	\$109,573	\$113,491
11	Daily		\$523.52	\$541.48	\$564.04	\$595.11	\$615.77
	Annual		\$99,469	\$102,881	\$107,167	\$113,070	\$116,996
12	Daily		\$540.69	\$558.74	\$581.16	\$613.63	\$634.30
	Annual		\$102,732	\$106,160	\$110,420	\$116,590	\$120,517
13	Daily		\$557.85	\$575.79	\$598.36	\$632.05	\$652.71
	Annual		\$105,992	\$109,401	\$113,689	\$120,089	\$124,014

STIPEND*	Percent	Monthly
Bilingual	2.00%	\$189.48
Head Teacher	4.40%	\$416.86
LTVS	4.00%	\$378.96
PhD/EdD	1.80%	\$170.53
Remote Site	2.80%	\$265.27
PAR Council	4.40%	\$416.86

\*Stipend amounts are based on Class IV, Step 13 of the Basic Teacher Compensation Plan





**SELPA TEACHER COMPENSATION PLAN**  
**2023-2024**  
**Effective 07/01/2023**  
**185 Days / 6.75 Hours**  
 updated 09/12/2023

Salary Plan 064

Step	Grade -> Rate	001 Class I	002 Class II	003 Class III	004 Class IV	005 Class V	006 Class VI
1	Daily	\$316.10	\$352.02	\$370.01	\$392.53	\$410.45	\$431.03
	Annual	\$58,479	\$65,124	\$68,452	\$72,618	\$75,934	\$79,741
2	Daily	\$331.84	\$369.15	\$387.14	\$409.64	\$428.88	\$449.50
	Annual	\$61,391	\$68,292	\$71,620	\$75,783	\$79,342	\$83,158
3	Daily	\$347.68	\$386.37	\$404.27	\$426.78	\$447.38	\$468.00
	Annual	\$64,320	\$71,478	\$74,790	\$78,955	\$82,766	\$86,580
4	Daily	\$363.54	\$403.47	\$421.44	\$443.91	\$465.82	\$486.41
	Annual	\$67,255	\$74,642	\$77,966	\$82,124	\$86,177	\$89,985
5	Daily	\$379.36	\$420.61	\$438.62	\$461.16	\$484.36	\$504.96
	Annual	\$70,181	\$77,813	\$81,145	\$85,314	\$89,606	\$93,418
6	Daily	\$395.18	\$437.81	\$455.82	\$478.23	\$502.72	\$523.34
	Annual	\$73,108	\$80,994	\$84,326	\$88,473	\$93,003	\$96,817
7	Daily	\$411.06	\$454.94	\$472.95	\$495.41	\$521.26	\$541.93
	Annual	\$76,046	\$84,163	\$87,495	\$91,651	\$96,434	\$100,257
8	Daily	\$426.95	\$472.06	\$490.11	\$512.54	\$539.73	\$560.34
	Annual	\$78,985	\$87,332	\$90,670	\$94,819	\$99,850	\$103,662
9	Daily		\$489.17	\$507.27	\$529.79	\$558.17	\$578.77
	Annual		\$90,497	\$93,845	\$98,011	\$103,262	\$107,073
10	Daily		\$506.30	\$524.34	\$546.88	\$576.71	\$597.32
	Annual		\$93,666	\$97,002	\$101,173	\$106,692	\$110,504
11	Daily		\$523.54	\$541.48	\$564.06	\$595.09	\$615.78
	Annual		\$96,854	\$100,174	\$104,352	\$110,092	\$113,919
12	Daily		\$540.69	\$558.73	\$581.14	\$613.63	\$634.30
	Annual		\$100,027	\$103,365	\$107,511	\$113,521	\$117,346
13	Daily		\$557.83	\$575.79	\$598.35	\$632.06	\$652.70
	Annual		\$103,198	\$106,521	\$110,695	\$116,931	\$120,750

STIPEND*	Percent	Monthly
Bilingual	2.00%	\$189.48
Head Teacher	4.40%	\$416.86
LTVS	4.00%	\$378.96
PhD/EdD	1.80%	\$170.53
Remote Site	2.80%	\$265.27
PAR Council	4.40%	\$416.86

\*Stipend amounts are based on Class IV, Step 13 of the Basic Teacher Compensation Plan

APPENDIX C: GRIEVANCE FORM

**ASSOCIATION OF EDUCATORS – SAN DIEGO COUNTY OFFICE OF  
EDUCATION  
GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_

Work Assignment Location: \_\_\_\_\_

Statement of Grievance:

Section(s) of the Agreement Alleged to Have Been Violated:

Remedy Sought:

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Received on behalf of SDCOE: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX D: EMPLOYEE BENEFIT PLAN OPTIONS/COMPONENT

### **Employee Benefit Plan Options/Component**

#### **Medical Plans (choice of 1 below)**

United Healthcare Performance HMO Networks 1 and 3

United Healthcare Alliance HMO

United Healthcare Harmony HMO

United Healthcare Journey HMO

Kaiser 10/10

#### **Express Scripts**

Prescription coverage for all non-Kaiser medical plans

#### **Dental Plan**

Delta Dental Premier of California

Maximum annual benefit of \$2,500

Enhancements to existing coverage include sealant, periodontal rider, and implant coverage

#### **VSP Vision Plan**

Available to all eligible employees and dependents

#### **Optum Chiropractic**

Chiropractic Care

Acupuncture Care

#### **The Hartford Life Insurance Company**

Basic life and AD&D coverage for employee only

# APPENDIX E1-A: LEEP – LEEP UNIT MEMBER SELF REFLECTION TOOL – FORM A

## Appendix E-1A

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

### Step #1 (Probationary): Unit Member Self-Reflection Tool (Form A) (Completed prior to Goal Setting Conference)

<b>Unit Member:</b>	<b>Date:</b>
<b>Administrator/Manager:</b>	<b>Position/Grade: Work Site:</b>

**Part I:**

**Directions:** Prior to the Collaborative Goal Setting/Reflection Conference, the Unit Member will review the descriptors and any collected data/artifacts, for each CSTP Standard. Then, Unit Member self-reflects on their practice and assigns a rating for each CSTP Standard by highlighting strengths along the continuum. List sources of evidence that support the assigned level of practice. Bring completed reflection to the conference with any data/artifacts that support his or her reflection.

Form A is not required for submittal in the online system however, it must be kept for reference during the LEEP cycle.

Early Childhood Educators, Nurses, Audiologists, Counselors and additional non-teaching positions shall utilize the adapted CSTP resources in Appendix B of the handbook.

<b>CSTP Standard 1: Engaging and Supporting All Students in Learning</b>			
Educators use knowledge of students to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.			
<b>Emerging</b> Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	<b>Exploring</b> Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	<b>Applying</b> Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	<b>Integrating</b> Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.
<b>Emerging</b> Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.		<b>Innovating</b> Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.	
<b>Comments / Evidence: Level of Current Practice:</b>			

<b>CSTP Standard 2: Creating and Maintaining an Effective Learning Environment for Student Learning</b>			
Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
<b>Integrating</b>			
Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.			
<b>Comments / Evidence:</b>			
<b>Level of Current Practice:</b> _____			

<b>CSTP Standard 3: Understanding and Organizing Subject Matter for Student Learning</b>				
Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.				
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Integrating</b>	<b>Innovating</b>
Demonstrates knowledge of teaching as discrete skills as described in the California Standards for the Teaching Professional (CSTP).	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the CSTP.	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the CSTP.	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning goals, and assessment within and across content areas.
<b>Comments / Evidence:</b> _____				
<b>Level of Current Practice:</b> _____				

<b>CSTP Standard 4: Planning Instruction and Designing Learning Experiences for ALL Students</b>				
Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They adapt instructional plans and curricular materials to meet the assessed learning needs of all students.				
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Integrating</b>	<b>Innovating</b>
Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
<b>Comments / Evidence:</b> _____				
<b>Level of Current Practice:</b> _____				

CSSTP Standard 5: Assessing Students for Learning			
Educators apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
<b>Comments / Evidence:</b> _____ <b>Level of Current Practice:</b> _____			



<b>CSTP Standard 6: Developing as a Professional Educator</b>			
Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.
<b>Integrating</b> Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.			
<b>Comments / Evidence:</b> _____ <b>Level of Current Practice:</b> _____			

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

**Part II: Identifying Professional Growth Goals**

**Directions:** Probationary status Unit Members will complete a self reflection Form A of practice on each CSTP. Based on this self-reflection, district/school goals, and the context for your students/clients, select 3 CSTP you would like to focus your growth for this year.

- Year 1 recommended focus CSTP 1,2,6
- Year 2 recommended focus CSTP 3,4,5

Review each of those Standards and select specific elements as your growth goals for the year.

Goal #1	Evidence to Support Growth Goal	Student / Client Impact
CSTP Element:		
Goal #2	Evidence to Support Growth Goal	Student / Client Impact
CSTP Element:		
Goal #3	Evidence to Support Growth Goal	Student / Client Impact
CSTP Element:		

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

**Step #1: Unit Member Self-Reflection Tool (Form A) (Completed prior to Goal Setting Conference)**

<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>
<b>Administrator/Manager:</b>	<b>Work Site:</b>	

**Part I:**

**Directions:** Prior to the Collaborative Goal Setting/Reflection Conference, the Unit Member will review the descriptors and any collected data/artifacts, for each CSTP Standard. Then, self-reflect on his or her practice and assign a rating for each CSTP Standard by highlighting strengths along the continuum. List sources of evidence that support the assigned level of practice. Bring completed reflection to the conference with any data/artifacts that support his or her reflection.

Form A is not required for submittal in the online system however, it must be kept for reference during the LEEP cycle.

Early Childhood Educators, Nurses, Audiologists, Counselors and additional non-teaching positions shall utilize the adapted CSTP resources in Appendix B of the Handbook.

<b>CSTP Standard 1: Engaging and Supporting All Students in Learning</b>			
Educators use knowledge of students to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.			
<b>Emerging</b> Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	<b>Exploring</b> Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	<b>Applying</b> Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	<b>Integrating</b> Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.
		<b>Innovating</b> Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.	
<b>Comments / Evidence:</b> _____			
<b>Level of Current Practice:</b> _____			

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

<b>CSTP Standard 2: Creating and Maintaining an Effective Learning Environment for Student Learning</b>			
Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
<b>Integrating</b>			
Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.			
<b>Comments / Evidence:</b> _____			
<b>Level of Current Practice:</b> _____			

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

<b>CSTP Standard 3: Understanding and Organizing Subject Matter for Student Learning</b>			
Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Demonstrates knowledge of teaching as discrete skills as described in the California Standards for the Teaching Professional (CSTP).	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the CSTP.	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning goals, and assessment within and across content areas.
<b>Comments / Evidence:</b> _____ <b>Level of Current Practice:</b> _____			

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

<b>CSTP Standard 4: Planning Instruction and Designing Learning Experiences for ALL Students</b>			
Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They adapt instructional plans and curricular materials to meet the assessed learning needs of all students.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
<b>Comments / Evidence:</b> _____			
<b>Level of Current Practice:</b> _____			

<b>CSTP Standard 5: Assessing Students for Learning</b>			
<p>Educators apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.</p>			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Innovating</b>
<p>Develops understanding of required assessments and uses of data to inform student progress.</p>	<p>Explores the use of different types of assessments to expand understanding of student learning needs and support planning.</p>	<p>Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.</p>	<p>Develops, adapts, and integrates assessments into ongoing data to guide planning differentiated instruction matched to assessed needs of students.</p>
<p>Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.</p>			
<p><b>Comments / Evidence:</b> _____ <b>Level of Current Practice:</b> _____</p>			

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<b>CSTP Standard 6: Developing as a Professional Educator</b>			
Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.			
<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Integrating</b>
Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.
			<b>Innovating</b>
			Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.
<b>Comments / Evidence:</b> _____			
<b>Level of Current Practice:</b> _____			

**Part II: Identifying Professional Growth Goals**

**Directions:** Based on this self-reflection, district/school goals, and the context for your students/clients, select 2 CSTP you would like to focus your growth for this year. Review each of those Standards and select specific elements as your growth goals for the year.

<b>Goal #1</b>	<b>Evidence to Support Growth Goal</b>	<b>Student / Client Impact</b>
<b>CSTP Element:</b>		
<b>Goal #2</b>	<b>Evidence to Support Growth Goal</b>	<b>Student / Client Impact</b>
<b>CSTP Element:</b>		



# APPENDIX E1-B: LEEP – PROFESSIONAL GROWTH PLAN – FORM B

## Appendix E-1B

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP): Professional Growth Plan

Step #2 (Probationary): Collaborative Goal Setting Conference and Professional Growth Plan (Form B) (Complete by October 1 <sup>st</sup> )			
<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>	
<b>Administrator/Manager:</b>	<b>Work Site:</b>		
Prior to Meeting		During Meeting	
<ul style="list-style-type: none"> <li>The Unit Member will complete the Self-Reflection (Form A)</li> <li>The Unit Member will collect evidence that support current level of practice on the California Standards for the Teaching Profession (CSTP)</li> <li>The Unit Member will bring the completed Form A and collected evidence to the Collaborative Goal Setting Meeting</li> <li>The administrator will reflect upon the Unit Member's current levels of practice on the CSTP and may bring collected evidence to inform the discussion.</li> <li>The administrator will review the sections on the Professional Growth Plan</li> </ul>	<ul style="list-style-type: none"> <li>The Unit Member and Administrator will review the Unit Member's Self-Reflection Form A and discuss the current level of practice on the CSTP</li> <li>Unit Member and Administrator will identify <b>three (3) CSTP</b> elements, one for each goal, as the areas of focus for the LEEP cycle:                             <ul style="list-style-type: none"> <li>Year 1 recommended focus CSTP 1, 2, 6</li> <li>Year 2 recommended focus CSTP 3, 4, 5</li> </ul> </li> <li>The Unit Member and Administrator complete all sections on the Collaborative Goal Setting Conference and Professional Growth Plan Form B</li> <li>The Unit Member and Administrator will preview LEEP cycle Form C</li> <li>The Unit Member and Administrator sign and date form</li> </ul>	Write a S.M.A.R.T GOAL	Identify Sources of Evidence to be collected by Unit Member and Administrator
<b>CSTP/Professional Standards Goal #1</b>	Describe current Student/Client Context	Action Plan (Write a step by step plan)	Identify Support & Resources
<b>CSTP Element:</b> <b>Describe Goal:</b> <b>Current Level of Practice:</b> <input type="checkbox"/> <i>Emerging:</i> <input type="checkbox"/> <i>Exploring:</i> <input type="checkbox"/> <i>Applying:</i> <input type="checkbox"/> <i>Integrating:</i> <input type="checkbox"/> <i>Innovating:</i>	Specific:  Measurable:  Attainable:  Relevant:  Time-Bound:		

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP): Professional Growth Plan

CSTP/Professional Standards Goal #2	Describe current Student/Client Context	Write a S.M.A.R.T GOAL	Action Plan (Write a step by step plan)	Identify Sources of Evidence to be collected by Unit Member and Administrator	Identify Support & Resources
<b>CSTP Element:</b>  <b>Describe Goal:</b>  <b>Current Level of Practice:</b> <input type="checkbox"/> <i>Emerging:</i> <input type="checkbox"/> <i>Exploring:</i> <input type="checkbox"/> <i>Applying:</i> <input type="checkbox"/> <i>Integrating:</i> <input type="checkbox"/> <i>Innovating:</i>		<b>Specific:</b>  <b>Measurable:</b>  <b>Attainable:</b>  <b>Relevant:</b>  <b>Time-Bound:</b>			

Unit Member Signature:		Date:
Administrator Signature:		Date:

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP): Professional Growth Plan

CSTP/Professional Standards Goal #3	Describe current Student/Client Context	Write a S.M.A.R.T GOAL	Action Plan (Write a step by step plan)	Identify Sources of Evidence to be collected by Unit Member and Administrator	Identify Support & Resources
<b>CSTP Element:</b>  <b>Describe Goal:</b>  <b>Current Level of Practice:</b> <input type="checkbox"/> <i>Emerging:</i> <input type="checkbox"/> <i>Exploring:</i> <input type="checkbox"/> <i>Applying:</i> <input type="checkbox"/> <i>Integrating:</i> <input type="checkbox"/> <i>Innovating:</i>		<b>Specific:</b>  <b>Measurable:</b>  <b>Attainable:</b>  <b>Relevant:</b>  <b>Time-Bound:</b>			

<b>Unit Member Signature:</b>		<b>Date:</b>
<b>Administrator Signature:</b>		<b>Date:</b>

San Diego County Office of Education: Human Resources Department  
**Leading Effective Educator Practice (LEEP): Professional Growth Plan**

**Step #2: Collaborative Goal Setting Conference and Professional Growth Plan (Form B)**

(Complete by October 1<sup>st</sup>)

<b>Unit Member:</b>		<b>Position/Grade:</b>	<b>Date:</b>
<b>Administrator/Manager:</b>		<b>Work Site:</b>	
<p><b>Prior to Meeting</b></p> <ul style="list-style-type: none"> <li>The Unit Member will complete the Self-Reflection (Form A)</li> <li>The Unit Member will collect evidence that support current level of practice on the California Standards for the Teaching Profession (CSTP)</li> <li>The Unit Member will bring the completed Form A and collected evidence to the Collaborative Goal Setting Meeting</li> <li>The administrator will reflect upon the unit member's current levels of practice on the CSTP and may bring collected evidence to inform the discussion.</li> <li>The administrator will review the sections on the Professional Growth Plan</li> </ul>		<p><b>During Meeting</b></p> <ul style="list-style-type: none"> <li>The Unit Member and Administrator will review the unit member's Self-Reflection Form A and discuss the current level of practice on the CSTP</li> <li>Unit Member and Administrator will identify two (2) CSTP elements, one for each goal, as the areas of focus for the LEEP cycle.</li> <li>The Unit Member and Administrator complete all sections on the Collaborative Goal Setting Conference and Professional Growth Plan Form B</li> <li>The Unit Member and Administrator will preview LEEP cycle Form C</li> <li>The Unit Member and Administrator sign and date form</li> </ul>	
<b>CSTP/Professional Standards Goal #1</b>	<b>Describe current Student/Client Context</b>	<b>Write a S.M.A.R.T GOAL</b>	<b>Action Plan</b> (Write a step by step plan)
<p><b>CSTP Element:</b></p> <p><b>Describe Goal:</b></p> <p><b>Current Level of Practice:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <i>Emerging</i></li> <li><input type="checkbox"/> <i>Exploring</i></li> <li><input type="checkbox"/> <i>Applying</i></li> <li><input type="checkbox"/> <i>Integrating</i></li> <li><input type="checkbox"/> <i>Innovating</i></li> </ul>	<p><b>Specific:</b></p> <p><b>Measurable:</b></p> <p><b>Attainable:</b></p> <p><b>Relevant:</b></p> <p><b>Time-Bound:</b></p>		
		<b>Identify Sources of Evidence to be collected by Unit Member and Administrator</b>	<b>Identify Support &amp; Resources</b>

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP): Professional Growth Plan

CSTP/Professional Standards Goal #2	Describe current Student/Client Context	Write a S.M.A.R.T GOAL	Action Plan (Write a step by step plan)	Identify Sources of Evidence to be collected by Unit Member and Administrator	Identify Support & Resources
<b>CSTP Element:</b>  <b>Describe Goal:</b>  <b>Current Level of Practice:</b> <input type="checkbox"/> <i>Emerging</i> <input type="checkbox"/> <i>Exploring</i> <input type="checkbox"/> <i>Applying</i> <input type="checkbox"/> <i>Integrating</i> <input type="checkbox"/> <i>Innovating</i>		Specific:  Measurable:  Attainable:  Relevant:  Time-Bound:			

Unit Member Signature:	Date:
Administrator Signature:	Date:

# APPENDIX E1-C: LEEP – MID YEAR CHECK IN – FORM C

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Step #3 (Probationary): Mid-Year Check-In Conference (Form C) (Complete by January 31)			
<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>	
<b>Administrator/Manager:</b>	<b>Work Site:</b>		
<b>Additional Administrator:</b> <input type="checkbox"/> Unit member or <input type="checkbox"/> Administrator is requesting an additional administrator and will send an e-mail to the executive director as per the Handbook.			
<b>Section 1: Progress toward SMART Goals and Action Plan (Complete by January 31)</b>			
	Prior to Meeting	During Meeting	
<ul style="list-style-type: none"> <li>In preparation for the Mid-Year Check-In Conference, the unit member and administrator reflect and collect evidence on progress toward goals, the action plan and current level of practice on six CSTP.</li> <li>The Unit member and administrator will bring collected evidence to show progress toward SMART goals including, but not limited to: lesson/home-visit plans, student work, artifacts, visit notes, assessments or assessment data, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Unit Member and Administrator meet and review progress toward identified growth goals. Describe progress made toward each goal</li> <li>Review and list sources of evidence used to show growth</li> <li>Identify progress toward each goal</li> <li>Modify SMART Goals and action plan, identify next steps, relevant professional learning and supports as needed</li> </ul>	<p style="text-align: center;"><b>Identify Progress Toward Goal</b></p> <p style="text-align: center;"><b>Identify Next Steps</b> (goal revision, action plan steps, supports needed, change in context)</p>	
<b>Describe Goal #1:</b>	List Sources of Evidence Reviewed in Meeting Provided by Unit Member:	<input type="checkbox"/> Goal successfully evidenced in practice <input type="checkbox"/> Sufficient Progress Made	
<b>List Progress for Goal #1:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended) <input type="checkbox"/> Goal successfully evidenced in practice <input type="checkbox"/> Sufficient Progress Made	
<b>Describe Goal #2</b>	Provided by Unit Member:	<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended) <input type="checkbox"/> Sufficient Progress Made	
<b>List Progress for Goal #2:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended) <input type="checkbox"/> Sufficient Progress Made	
<b>Describe Goal #3</b>	Provided by Unit Member:	<input type="checkbox"/> Goal successfully evidenced in practice <input type="checkbox"/> Sufficient Progress Made	
<b>List Progress for Goal #3:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended) <input type="checkbox"/> Sufficient Progress Made	
<b>Unit Member on track to successfully complete LEEP goals by the end of the year:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No, Participation in Advisory recommended <input type="checkbox"/> Unit member agrees to participate in the <i>Advisory Support Plan</i> <input type="checkbox"/> Unit member declines participation in the <i>Advisory Support Plan</i>			

San Diego County Office of Education: Human Resources Department  
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**Section 2: Mid-Year Summary of Professional Practice**

**Directions:**

- Collaboratively, the Administrator and the Unit Member discuss current level of practice for each CSTP Standard (1-6)
- Review evidence of practice against the CSTP rubrics on pp. 8-9
- List at least 2 sources of evidence for each CSTP standard to reflect the Unit Member’s level of practice
- Identify current level of practice for the six CSTP
- Offer Advisory Support Plan, if indicated
- Administrator and Unit Member sign and date the form
- Record the required visit dates and context on the last page

Mid-Year		CALIFORNIA STANDARDS OF THE TEACHING PROFESSION				END OF YEAR			
Standard	Not Met	Meets Standard			Standard Not Met				
E	EX	A	IT	IN	E	EX	A	IT	IN
<b>DESCRIPTORS OF PRACTICE</b> <b>Standard 1: Engaging and Supporting All Students in Learning</b> Educators use knowledge of students to engage them in learning. They connect learning to students’ prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.									
Evidence/Comments									
Provided by Unit Member:									
Provided by Administrator:									
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)									

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Standard Not Met		Meets Standard			Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	
					<p><b>Standard 2: Creating and Maintaining Effective Environments for Student Learning</b> Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.</p>					

Evidence/Comments:

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)

Standard Not Met		Meets Standard			Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	
					<p><b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b> Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.</p>					

Evidence/Comments:

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)



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Standard Not Met		Meets Standard			Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	
					<p><b>Standard 4: Planning and Designing Learning Experiences for All Students</b> Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. they develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They Adapt instructional plans and curricular materials to meet the assessed learning needs of all students.</p>					

Evidence/Comments:

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)

Standard Not Met		Meets Standard			Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	
					<p><b>Standard 5: Assessing Students for Learning</b> Educators apply knowledge of the purposes, characteristics, and uses of different type of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.</p>					

Evidence/Comments:

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)

San Diego County Office of Education: Human Resources Department  
**Leading Effective Educator Practice (LEEP)**

Standard Not Met		Meets Standard		Standard Not Met		Meets Standard	
E	EX	A	IT	E	EX	A	IT
<b>Standard 6: Developing as a Professional Educator</b> Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.							

Evidence/Comments:

Provided by Unit Member:

Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: (A= Applying IT=Integrating IN=Innovating)

Visit 1: Context: \_\_\_\_\_ Date: \_\_\_\_\_

Visit 2: Context: \_\_\_\_\_ Date: \_\_\_\_\_

**Goal Summary:**

Unit Member on track to successfully complete LEEP goals by the end of the year:  Yes  No, Participation in Advisory recommended  
 Unit member agrees to participate in the Advisory Support Plan, complete Form E  Unit member declines participation in the Advisory Support Plan

**CSTP Summary:**

- Unit Member on track to receive a "Meets Standard" rating on all six CSTP at the end of the LEEP cycle
- Unit Member's current level of practice was rated below **Applying** in one or more of the six CSTPs and participation in the Advisory Support Plan was offered
- Unit Member agrees to participate in the Advisory Support Plan and will collaboratively complete Form E with the administrator
- Unit Member declines to participate in the Advisory Support Plan

Unit Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

**Step #3: Mid-Year Check-In Conference (Form C) (Complete by January 31)**

<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>
<b>Administrator/Manager:</b>	<b>Work Site:</b>	
<b>Additional Administrator:</b> <input type="checkbox"/> Unit member or <input type="checkbox"/> Administrator is requesting an additional administrator and will send an e-mail to the executive director as per the Handbook.		

**Section 1: Progress toward SMART Goals and Action Plan (Complete by January 31)**

	Prior to Meeting	During Meeting
<ul style="list-style-type: none"> <li>In preparation for the Mid-Year Check-In Conference, the unit member and administrator reflect and collect evidence on progress toward goals, the action plan and current level of practice on six CSTP.</li> <li>The Unit member and administrator will bring collected evidence to show progress toward SMART goals including, but not limited to: lesson/home-visit plans, student work, artifacts, visit notes, assessments or assessment data, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Unit Member and Administrator meet and review progress toward identified growth goals. Describe progress made toward each goal</li> <li>Review and list sources of evidence used to show growth</li> <li>Identify progress toward each goal</li> <li>Modify SMART Goals and action plan, identify next steps, relevant professional learning and supports as needed</li> <li>Offer advisory support plan, as needed</li> </ul>	

Identify Specific Growth Made Toward Each Goal	List Sources of Evidence Reviewed in Meeting	Identify Progress Toward Goal	Identify Next Steps (goal revision, action plan steps, supports needed, change in context)
<b>Describe Goal #1:</b>	Provided by Unit Member:	<input type="checkbox"/> Goal successfully evidenced in practice	
<b>List Progress for Goal #1:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Made	
<b>Describe Goal #2</b>	Provided by Unit Member:	<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended)	
<b>List Progress for Goal #2:</b>	Provided by Administrator:	<input type="checkbox"/> Goal successfully evidenced in practice	
		<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made (Participation in Advisory Support Plan recommended)	

**Unit Member on track to successfully complete LEEP goals by the end of the year:**  Yes  No, Participation in Advisory recommended  
 Unit member agrees to participate in the *Advisory Support Plan*  Unit member declines participation in the *Advisory Support Plan*

San Diego County Office of Education: Human Resources Department  
**Leading Effective Educator Practice (LEEP)**

**Section 2: Mid-Year Summary of Professional Practice**

**Directions:**

- Collaboratively, the Administrator and the Unit Member discuss current level of practice for each CSTP Standard (1-6)
- Review evidence of practice against the CSTP rubrics on pp. 8-9
- List at least 2 sources of evidence for each CSTP standard to reflect the unit member's level of practice
- Identify current level of practice for the six CSTP
- Offer Advisory Support Plan, if indicated
- Administrator and Unit Member sign and date the form
- Record the required visit dates and context on the last page

Mid-Year		CALIFORNIA STANDARDS OF THE TEACHING PROFESSION						END OF YEAR					
Standard Not Met		DESCRIPTORS OF PRACTICE						Standard Not Met					
E	EX	A	IT	IN	Standard 1: Engaging and Supporting All Students in Learning								
					Educators use knowledge of students to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.								
Evidence/Comments													
Provided by Unit Member:													
Provided by Administrator:													
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)													

Appendix  
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San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Standard Not Met		Meets Standard			Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	
<p style="text-align: center;">DESCRIPTIONS OF PRACTICE</p> <p><b>Standard 2: Creating and Maintaining Effective Environments for Student Learning</b>            Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.</p>										
Evidence/Comments:										
Provided by Unit Member:										
Provided by Administrator:										
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: (A= Applying IT=Integrating IN=Innovating)										

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San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Standard Not Met		Meets Standard		DESCRIPTORS OF PRACTICE				Standard Not Met		Meets Standard	
E	EX	A	IT	IN	Standard 3: Understanding and Organizing Subject Matter for Student Learning	E	EX	A	IT	IN	
					<p>Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.</p>						
Evidence/Comments:											
Provided by Unit Member:											
Provided by Administrator:											
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: (A= Applying IT=Integrating IN=Innovating)											

**Appendix  
E-1C**

San Diego County Office of Education: Human Resources Department  
**Leading Effective Educator Practice (LEEP)**

Standard Not Met		Meets Standard			DESCRIPTIONS OF PRACTICE					Standard Not Met			Meets Standard		
E	EX	A	IT	IN	E	EX	A	IT	IN	E	EX	A	IT	IN	
					<b>Standard 4: Planning and Designing Learning Experiences for All Students</b> Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. they develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They Adapt instructional plans and curricular materials to meet the assessed learning needs of all students.										
Evidence/Comments:															
Provided by Unit Member:															
Provided by Administrator:															
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: ( A= Applying IT=Integrating IN=Innovating)															

Appendix  
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San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Standard Not Met		Meets Standard		DESCRIPTORS OF PRACTICE				Standard Not Met		Meets Standard		
E	EX	A	IT	IN	E	EX	IN	A	IT	IN		
					<b>Standard 5: Assessing Students for Learning</b> Educators apply knowledge of the purposes, characteristics, and uses of different type of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.							
Evidence/Comments:												
Provided by Unit Member:												
Provided by Administrator:												
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: (A= Applying IT=Integrating IN=Innovating)												



San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Standard Not Met		Meets Standard		DESCRIPTORS OF PRACTICE				Standard Not Met		Meets Standard			
E	EX	A	IT	IN	E	EX	IT	IN	A	IT	IN		
					<b>Standard 6: Developing as a Professional Educator</b> Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.								

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX=Exploring) Meets Standards: (A= Applying IT=Integrating IN=Innovating)

Visit 1: Context: \_\_\_\_\_ Date: \_\_\_\_\_  
 Visit 2: Context: \_\_\_\_\_ Date: \_\_\_\_\_

**Goal Summary:**  
 Unit Member on track to successfully complete LEEP goals by the end of the year:  Yes  No, Participation in *Advisory recommended*  
 Unit member agrees to participate in the *Advisory Support Plan, complete Form E*  Unit member declines participation in the *Advisory Support Plan*

**CSTP Summary:**  
 Unit Member on track to receive a "Meets Standard" rating on all six CSTP at the end of the LEEP cycle  
 Unit member's current level of practice was rated below **Applying** in one or more of the six CSTPs and participation in the *Advisory Support Plan* was offered  
 Unit member agrees to participate in the *Advisory Support Plan* and will collaboratively complete Form E with the administrator  
 Unit member declines to participate in the *Advisory Support Plan*

**Unit Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# APPENDIX E1-D: LEEP – ANNUAL GROWTH SUMMARY CONFERENCE – FORM D

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San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP) Field Test

**Step #4 (Probationary): Annual Growth Summary Conference (Form D)** (Complete 30 days prior to last calendar day of Mar. 1<sup>st</sup> Prob. 2 Status)

<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>
<b>Administrator:</b>	<b>Work Site:</b>	
<b>Additional Administrator (optional):</b>		
<b>Association representative (optional):</b>		

**Section 1: Progress on Professional Growth Plan & SMART Goals**

	Prior to Meeting	During Meeting
<ul style="list-style-type: none"> <li>In preparation for the Annual Growth Summary Conference, the unit member and administrator individually reflect and collect evidence on progress of the <i>Professional Growth Plan</i>, action plan and current level of practice on the six CSTP</li> <li>The Unit member and administrator will bring collected evidence to show progress toward SMART goals including, but not limited to: lesson/home-visit plans, student work, artifacts, visit notes, assessments or assessment data, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Unit Member and Administrator meet to review progress toward identified growth goals and describe progress made toward each goal</li> <li>Review and list sources of evidence used to show growth</li> <li>Identify progress toward each goal</li> <li>Collaboratively review current levels of practice on six (6) CSTP</li> <li>Complete Form D including the <b>LEEP Professional Growth Summary</b></li> </ul>	

Identify Specific Growth Made Toward Each Goal	List Sources of Evidence Reviewed in Meeting	Identify Progress Toward Goal	Identify Next Steps
<b>Describe Goal #1:</b>	Provided by Unit Member:	<input type="checkbox"/> Goal completed	
<b>List Progress for Goal #1:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	
<b>Describe Goal #2:</b>	Provided by Unit Member:	<input type="checkbox"/> Goal completed	
<b>List Progress for Goal #2:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	
<b>Describe Goal #3:</b>	Provided by Unit Member:	<input type="checkbox"/> Goal completed	
<b>List Progress for Goal #3:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	

<b>Unit Member Signature:</b>	<b>Date:</b>
<b>Administrator Signature:</b>	<b>Date:</b>

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP) Field Test

**Section #2: End of Year Summary of Professional Practice**

**Directions:**

- Collaboratively, Administrator and the Unit Member review current levels of practice for each CSTP Standard (1-6)
- Review evidence of practice against the CSTP rubrics on pp. 8-9
- Administrator records at least 2 sources of evidence for each CSTP standard and marks the level of practice
- Administrator completes the **LEEP Professional Growth Summary**
- Record the required Visit dates and context on the last page
- Administrator and Educator sign and date the form

MID-YEAR		CALIFORNIA STANDARDS OF THE TEACHING PROFESSION			END OF YEAR				
Standard Not Met	Meets Standard	DESCRIPTIONS OF PRACTICE			Standard Not Met	Meets Standard			
NM	E	A	IT	IN	NM	E	A	IT	IN
					NM				
		<b>Standard 1: Engaging and Supporting All Students in Learning</b> Educators use knowledge of students to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.							
Evidence/Comments									
Provided by Unit Member:									
Provided by Administrator:									
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)									

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E-1D

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP) Field Test

Standard Not Met		Meets Standard		Standard Not Met		Meets Standard	
E	EX	A	IT	E	EX	A	IT
				<b>DESCRIPTORS OF PRACTICE</b> <b>Standard 2: Creating and Maintaining Effective Environments for Student Learning</b>			
				Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.			

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** NM= Does Not Meet Standards E= Emerging EX= Exploring A= Applying IT= Integrating IN= Innovating

Standard Not Met		Meets Standard		Standard Not Met		Meets Standard	
E	EX	A	IT	E	EX	A	IT
				<b>DESCRIPTORS OF PRACTICE</b> <b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b>			
				Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.			

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP) Field Test

Standard Not Met		Meets Standard		Standard Not Met		Meets Standard	
E	EX	A	IT	IN	E	EX	IT
				<p><b>Standard 4: Planning and Designing Learning Experiences for All Students</b> Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They Adapt instructional plans and curricular materials to meet the assessed learning needs of all students.</p>			

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring ) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

Standard Not Met		Meets Standard		Standard Not Met		Meets Standard	
E	EX	A	IT	IN	E	EX	IT
				<p><b>Standard 5: Assessing Students for Learning</b> Educators apply knowledge of the purposes, characteristics, and uses of different type of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.</p>			

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring ) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP) Field Test

Standard Not Met		Meets Standard			Standard Not Met					Meets Standard				
E	EX	A	IT	IN	E	EX	A	IT	IN	E	EX	A	IT	IN
<p style="text-align: center;"><b>Standard 6: Developing as a Professional Educator</b></p> <p>DESCRIPTORS OF PRACTICE</p> <p>Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.</p>														

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

Visit 1: Context: \_\_\_\_\_ Date: \_\_\_\_\_  
Visit 2: Context: \_\_\_\_\_ Date: \_\_\_\_\_

LEEP Professional Growth Summary:

- Meets Standards, Sufficient progress made on S.M.A.R.T. goals and current level of practice was rated **Applying** or above on all six CSTP
- Extended Advisory, current level of practice was rated **Exploring** on 1 or 2 CSTP or insufficient progress was made on S.M.A.R.T. goals
- Standards Not Met (PAR), current level of practice was rated **Exploring** in 3 or more CSTP or any CSTP was rated in the **Emerging** level

Unit Member: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Step #4: Annual Growth Summary Conference (Form D) (Complete 30 days prior to last calendar day or Mar. 1<sup>st</sup> Prob. 2 Status)</b>			
<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>	
<b>Administrator:</b>	<b>Work Site:</b>		
<b>Additional Administrator (optional):</b>	<b>Association representative (optional)</b>		
<b>Section 1: Progress on Professional Growth Plan &amp; SMART Goals</b>			
<b>Prior to Meeting</b>		<b>During Meeting</b>	
<ul style="list-style-type: none"> <li>In preparation for the Annual Growth Summary Conference, the unit member and administrator individually reflect and collect evidence on progress of the <i>Professional Growth Plan</i>, action plan and current level of practice on the six CSSTP</li> <li>The Unit member and administrator will bring collected evidence to show progress toward SMART goals including, but not limited to: lesson/home-visit plans, student work, artifacts, visit notes, assessments or assessment data, etc.</li> </ul>		<ul style="list-style-type: none"> <li>Unit Member and Administrator meet to review progress toward identified growth goals and describe progress made toward each goal</li> <li>Review and list sources of evidence used to show growth</li> <li>Identify progress toward each goal</li> <li>Collaboratively review current levels of practice on six (6) CSSTP</li> <li>Complete Form D including the <b>LEEP Professional Growth Summary</b></li> </ul>	
<b>Identify Specific Growth Made Toward Each Goal</b>	<b>List Sources of Evidence Reviewed in Meeting</b>	<b>Identify Progress Toward Goal</b>	<b>Identify Next Steps</b>
<b>Describe Goal #1:</b>	Provided by Unit Member:	<input type="checkbox"/> Goal completed	
<b>List Progress for Goal #1:</b>	Provided by Administrator:	<input type="checkbox"/> Sufficient Progress Made	
<b>Describe Goal #2</b>	Provided by Unit Member:	<input type="checkbox"/> Sufficient Progress Not Made	
<b>List Progress for Goal #2:</b>	Provided by Administrator:	<input type="checkbox"/> Goal completed	
		<input type="checkbox"/> Sufficient Progress Made	
		<input type="checkbox"/> Sufficient Progress Not Made	
<b>Unit Member Signature:</b>		<b>Date:</b>	
<b>Administrator Signature:</b>		<b>Date:</b>	

San Diego County Office of Education: Human Resources Department  
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**Section #2: End of Year Summary of Professional Practice**

**Directions:**

- Collaboratively, Administrator and the Unit Member review current levels of practice for each CSTP Standard (1-6)
- Review evidence of practice against the CSTP rubrics on pp. 8-9
- Administrator records at least 2 sources of evidence for each CSTP standard and marks the level of practice
- Administrator completes the **LEEP Professional Growth Summary**
- Record the required visit dates and context on the last page
- Administrator and Educator sign and date the form

MID-YEAR		CALIFORNIA STANDARDS OF THE TEACHING PROFESSION				END OF YEAR			
Standard Not Met	Meets Standard	DESCRIPTIONS OF PRACTICE				Standard Not Met	Meets Standard		
NM	E	A	IT	IN	NM	E	A	IT	IN
					<b>Standard 1: Engaging and Supporting All Students in Learning</b> Educators use knowledge of students to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. They use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.				
Evidence/Comments									
Provided by Unit Member:									
Provided by Administrator:									
<b>Key:</b> Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)									



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Standard Not Met		Meets Standard			DESCRIPTIONS OF PRACTICE					Standard Not Met			Meets Standard		
E	EX	A	IT	IN	<b>Standard 2: Creating and Maintaining Effective Environments for Student Learning</b>					E	EX	A	IT	IN	
					Educators promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. They create a rigorous learning environment with high expectations and appropriate support for all students. They develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.										

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** NIM= Does Not Meet Standards E= Emerging EX= Exploring A= Applying IT= Integrating IN= Innovating

Standard Not Met		Meets Standard			DESCRIPTIONS OF PRACTICE					Standard Not Met			Meets Standard		
E	EX	A	IT	IN	<b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b>					E	EX	A	IT	IN	
					Educators demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of subject matter. They organize curriculum to facilitate student understanding of subject matter. They utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.										

Evidence/Comments

Provided by Unit Member:  
Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

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San Diego County Office of Education: Human Resources Department

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Standard Not Met		Meets Standard			DESCRIPTORS OF PRACTICE					Standard Not Met			Meets Standard		
E	EX	A	IT	IN	<b>Standard 4: Planning and Designing Learning Experiences for All Students</b>					E	EX	A	IT	IN	
					Educators use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support learning. They plan instruction that incorporates appropriate strategies to meet the learning needs of all students. They Adapt instructional plans and curricular materials to meet the assessed learning needs of all students.										

Evidence/Comments

Provided by Unit Member:

Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring ) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

Standard Not Met		Meets Standard			DESCRIPTORS OF PRACTICE					Standard Not Met			Meets Standard		
E	EX	A	IT	IN	<b>Standard 5: Assessing Students for Learning</b>					E	EX	A	IT	IN	
					Educators apply knowledge of the purposes, characteristics, and uses of different type of assessments. They collect and analyze assessment data from a variety of sources to inform instruction. They review data, both individually and with colleagues, to monitor student learning. They use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. They use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.										

Evidence/Comments

Provided by Unit Member:

Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring ) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

San Diego County Office of Education: Human Resources Department  
Leading Effective Educator Practice (LEEP)

Standard Not Met		Meets Standard		DESCRIPTORS OF PRACTICE				Standard Not Met		Meets Standard			
E	EX	A	IT	IN	<b>Standard 6: Developing as a Professional Educator</b>				E	EX	A	IT	IN
					Educators reflect on teaching practice in support of student learning. They establish professional goals and engage in continuous and purposeful growth and development. They collaborate with colleagues and the broader professional community to support teacher and student learning. They work with families to support learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. They demonstrate professional responsibility, integrity, and ethical conduct.								

Evidence/Comments

Provided by Unit Member:

Provided by Administrator:

**Key:** Does Not Meet Standards: (E= Emerging EX= Exploring) Meets Standards: (A= Applying IT= Integrating IN= Innovating)

Visit 1: Context: \_\_\_\_\_

Date: \_\_\_\_\_

LEEP Professional Growth Summary:

- Meets Standards, Sufficient progress made on S.M.A.R.T. goals and current level of practice was rated **Applying** or above on all six CSTP
- Extended Advisory, current level of practice was rated **Exploring** on 1 or 2 CSTP or insufficient progress was made on S.M.A.R.T. goals
- Standards Not Met (PAR), current level of practice was rated **Exploring** in 3 or more CSTP or any CSTP was rated in the **Emerging** level

Unit Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX E1-E: LEEP – ADVISORY SUPPORT PLAN – FORM E

Appendix  
E-1E

## Form E: Advisory Support Plan

San Diego County Office of Education: Human Resources Department  
**Leading Effective Educator Practice (LEEP)**

<b>Unit Member:</b>	<b>Position/Grade:</b>	<b>Date:</b>
<b>Administrator/Manager:</b>	<b>Work Site:</b>	

**Action Plan:**

- I. **Area of Support:** Identify specific area(s) in need of growth.

- II. **Action Steps/Activities:** Identify specific recommendations for improving practice in the identified area(s) Delineate specific, realistic, attainable activities for the educator.

- III. **Timeline for Completion:** Identify a timeline for implementing the steps or activities.

- IV. **Resources to Support Growth:** Identify specific resources and support systems available to assist the educator in improving practice in the area(s) of growth.

- V. **Growth Measures:** Identify the specific evidence that will be collected to show growth in the educator's practice.

# APPENDIX F: NON-CLASSROOM ASSIGNMENTS COMPENSATION RATES



## CERTIFICATED EXTRA ASSIGNMENTS

2023-2024

Effective 01/01/2024

updated 01/08/2024

Salary Plan 013

	Position	Grade	Step 1
Limited Term Extra Assignment w/PAF Authorization Employees in limited-term assignments that have PAs authorizing an extra assignment at a different rate of pay. Changes only with Superintendent/Asst Supt, HR approval.	10990098	001	\$25.00
Teacher Extra Assignments - no PAF The A of E negotiated agreement outlines specific non-classroom assignments that can be applied to teachers in permanent positions. With the exception of the items in Grade 002 and 006, changes are made only with Superintendent/Asst Supt, HR approval.			
Workshop Participation <sup>1</sup>	30024719	006	\$34.64
Non-Classroom Assignment <sup>1</sup>	10990099	002	\$55.44
Non-Classroom Event (0-4 Hours)	30024932	003	\$100.00
Non-Classroom Event (4+ Hours)	30024774	007	\$200.00
Tutoring	30024776	004	\$25.00
Additional Classroom Coverage <sup>2</sup>	30024775	005	\$29.63

<sup>1</sup> Changes with the SDCAE negotiated increases

<sup>2</sup> Changes with the Substitute Teacher Daily rate



# APPENDIX H: MEMORANDUMS OF UNDERSTANDING

**San Diego County Office of Education  
Memorandum of Understanding  
Between  
County Office of Education  
And  
San Diego County Association of Educators  
1/4/2017**

This memorandum of understanding serves to authorize Long Term Valued Service (LTVS) stipend for two individuals:

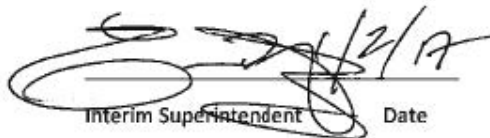
Leilah Kirkendoil  
Theresa Fox

The parties agreed that these teachers, who once served as site administrators will retain their original seniority date for the purpose of calculating LTVS including service as administrators.

The individuals will receive the updated LTVS stipend adjustment effective January 1, 2017

This agreement is entered into without prejudice and is applicable only to the individuals listed within this agreement.

San Diego County Office of Education

  
\_\_\_\_\_  
Interim Superintendent      Date

  
\_\_\_\_\_  
Date

San Diego County Association of Educators

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

San Diego County Office of Education  
Remote Site Stipend Memorandum of Understanding  
January 4, 2017

Article XV: Salary: G.3, b., Page 55,

The site is located in an isolated rural area. Residents of and visitors to the area must travel to other metropolitan areas to conduct business and/or receive services.

Designated Remote Sites:

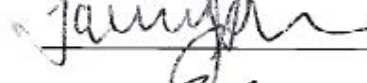

- Camp Barrett
- San Pasqual Academy
- East Mesa Juvenile Detention Facility
- Cuyamaca Outdoor Education School

The stipend will go into effective as of January 3, 2017. No retroactive payments will be made and this agreement is made with prejudice and does not apply to any past or future employee in the similar situations.

SDCOE Representative Signatures

 1-11-17  
Date  
 1/11/17  
Date

A of E Representative Signatures

 1/30/17  
Date  
 1-30-17  
Date



**Memorandum of Understanding  
Between the  
San Diego County  
Association of Educators  
And  
San Diego County Office Of Education**

Whereas, representatives from The San Diego County Office of Education and the Association of Educators have met to resolve the issue of Association Release Time, the following has been agreed upon:

In addition to the Association Release Time that is outlined in the contract:

The Association will be entitled one additional release day each per month for both the President and the Vice President for the express purpose of attending monthly meetings with all levels of management.

And

The Association will be entitled to an additional 20 days of Association Leave.

These additional 20 days of Association Leave shall be used by the President and or designee for the purposes of site visits and meetings with members at work sites.

The payment of the substitutes shall be made by The San Diego County Office of Education.

This agreement will remain in full effect until a successor agreement has been reached.

  
\_\_\_\_\_  
SDCAE President Signature

5/16/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Executive Director Signature

5/16/17  
\_\_\_\_\_  
Date

APPENDIX H

**MEMORANDUMS OF UNDERSTANDING**



San Diego County Office of Education

**Memorandum of Agreement  
Between  
San Diego County Office of Education  
And  
The Association of Educators**

**BACKGROUND**

The 2014-17 collective bargaining agreement specifies that unit members shall be paid a stipend if he/she is awarded a Ph.D or Ed.D degree. An Ed.D is considered a professional doctorate and is not a Ph.D. There are positions in the bargaining unit for which a professional doctorate is required and unit members hold professional doctorate degrees other than Ed.D.

Over time there has been uncertainty as to whether unit members who hold professional doctorates, e.g., Audiologist Doctorate, are eligible to be paid the stipend since the collective bargaining language is explicit as to Ph.D or Ed.D.

Through this memorandum of understanding (MOU) the parties agree that other professional doctorate degrees will receive the same recognition as the Ed.D for purposes of determining eligibility for the stipend called out in Article XV.G.4 until and unless it is otherwise negotiated by the parties.

This MOU shall be effective July 1, 2015.

For A of E :

A handwritten signature in blue ink, appearing to be "Joseph", written over a horizontal line.

Date:

1/26/16

For SDCOE:

Michelle Fort-Merrill

Date: 1/27/2016

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN DIEGO COUNTY OFFICE OF EDUCATION  
AND  
SAN DIEGO COUNTY ASSOCIATION OF EDUCATORS  
REGARDING THE SAN DIEGO COUNTY OFFICE OF EDUCATION  
CHILD DEVELOPMENT CENTER – EARLY EDUCATION PRESCHOOL  
TEACHER COMPENSATION PLAN

February 22, 2024

The San Diego County Superintendent of Schools ("County Office") and the San Diego County Association of Educators ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the San Diego County Office of Education (SDCOE) Child Development Center Early Education Preschool Teacher Compensation Plan.

1. The parties agree to 244 days per contract year for Early Education Preschool Teacher assigned to SDCOE Child Development Center. (Calendar Attached)
2. The parties agree that for unit members in Early Education Preschool Teacher assignments assigned to the SDCOE Child Development Center, the normal workweek shall be forty (40) hours per week, normally to be rendered in units of eight (8) hours of school-based service per day, exclusive of a duty-free lunch period of a minimum thirty (30) minutes.
3. The parties agree to the current compensation plan (see attached) for Early Education Preschool Teacher assigned to the SDCOE Child Development Center.
4. Class Placement shall be determined as follows:
  - a. Class I: 24 units of Early Childhood Education (ECE)/Child Development (CD) inclusive of 3 semester Infant and Toddler course units and CD core courses.\*\*
  - b. Class II: Associate of Arts (AA) degree in ECE/CD or related field\* inclusive of 3 semester Infant and Toddler course units and CD core courses.\*\*
  - c. Class III: AA degree in ECE/CD or related field\* inclusive of 3 semester Infant and Toddler course units and CD core courses\*\*plus 30 additional semester units after receipt of the AA
  - d. Class IV: Bachelor of Art (BA) /Bachelor of Science (BS) degree in ECE/CD or related field\* inclusive of 3 semester Infant and Toddler course units and CD core courses.\*\*
  - e. Class V: BA/BS degree in ECE/CD or related field\* inclusive of 3 semester Infant and Toddler course units and CD core courses\*\* plus 15 additional semester units after receipt of the BA/BS

\*Must include 24 semester units of ECE/CD.  
\*\*CD core courses: Child Growth and Development, Child/Family/Community, and Programs/Curriculum.

5. The MOU is being entered solely under the context and circumstances of the CCTR contract and is not precedent setting.

**For the San Diego County Association of Educators:**

**For the San Diego County Office of Education:**



Kimberley Gudeth (Feb 23, 2024 10:15 PST)

Kimberley Gudeth Date  
SDCAE Bargaining Co-Chair



Dr. Bobbi Burkett (Feb 23, 2024 12:03 PST)

Dr. Bobbi Burkett Date  
Executive Director – Human Resource Services



Melissa Swann-Bloom (Feb 23, 2024 09:29 PST)

Melissa Swann-Bloom Date  
SDCAE Bargaining Co-Chair



Yolanda Rogers (Feb 26, 2024 12:51 PST)

Dr. Yolanda Rogers Date  
Asst. Superintendent – Human Resource Services