AGREEMENT

Between

THE SAN YSIDRO SCHOOL DISTRICT

And

THE SAN YSIDRO EDUCATION ASSOCIATION

July 1, 2025 - June 30, 2027

TABLE OF CONTENTS

1. Agreement 1
2. Recognition 2
3. District Rights 3
4. Employee Rights/Non-Discrimination 4
5. Part-Time Employment 5
6. Dues and Agency Fees 6
7. Grievance Procedures 8
8. Leaves 13
9. Class Size 24
10. Hours 27
11. Work Year 30
12. Transfer and Reassignment 31
13. Safety Conditions 36
14. Mileage 41
15. Observation/Evaluation Procedures 42
16. Savings Provisions 47
17. Consultation/Workload 48
18. Compensation and Fringe Benefits 50
19. Retirement Benefits 52
20. Personnel Files 54
21. Interns 55
22. Peer Assistance and Peer Review Program 56
23. Year Round Education Program 60
24. Public Complaints 61
25. Effect of Agreement 64
26. Support of Agreement 65
27. New Bargaining Unit Member Basic Orientation Information 66
28. Term 69

Appendix A Salary Rules and Regulations 70
Appendix B CLAD/BCLAD Compensation 72
Appendix C Teacher / Itinerant Salary Schedule 73
Appendix D Certificated Permit Teacher Salary Schedule 75
Appendix E District Stipends 76
Appendix F Calendars 77
Appendix G Observation and Evaluation Forms 81
Appendix H Catastrophic Leave Bank Donation Form 95
Appendix I Catastrophic Event/Illness Leave Bank Request for Withdrawal Form 96

ARTICLE 1. AGREEMENT

A. The articles and provisions contained herein and the appendices attached hereto constitute a binding agreement between the governing board of the San Ysidro School District ("District") and the San Ysidro Education Association, an Affiliate of CTA/NEA ("Association"), an employee organization.

B. This agreement is entered into pursuant to the provisions of the Rodda Act (Chapter 10.7, Sections 3540-3549 of the Government Code).

C. This agreement shall remain in full force and effect when ratified by both parties until June 30, 2027.

ARTICLE 2. RECOGNITION

A. The District recognizes the Association to be the exclusive representative of the members of the bargaining unit.

B. The bargaining unit shall include:

1. Adapted Physical Education Teachers, Assessment Center Teachers, Behavior Specialists, Early Childhood Specialists, Head Start Permit Teachers, Interns, Intervention Support Teachers, Math Coaches, Permit Preschool Teachers, Reading Teachers, Resource Permit Teacher, Resource Specialists, Resource Teachers, School Counselors, School Nurses, School Psychologists, Science/Physical Education Enrichment Teachers, Special Day Class Teachers, Speech and Language Pathologists, Teachers on Special Assignment (TOSA), TK-8 Classroom Teachers, Social Workers, and Virtual Learning Academy Teachers.

C. Excluded are classified, management, supervisory and confidential employees so designated by Board action.

D. A new certificated employee classification shall be covered under the terms of this Agreement if both the District and the Association agree that the classification falls within the bargaining unit. If agreement is not reached, the California Public Employment Relations Board ("PERB") will be consulted for a ruling. If determination is made that the new classification is in the bargaining unit, following Board action, those employed under the new classification shall be covered immediately under the terms of this Agreement.

ARTICLE 3. DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.

B. Included in, but not limited to, those 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 of levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine the number of kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take any action on any matter in the event of an emergency. The Board also retains the right to hire, classify, evaluate, promote, terminate, and discipline employees. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, except as specified in this Agreement.

C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with the laws of the State of California.

ARTICLE 4. EMPLOYEERIGHTS/NON-DISCRIMINATION

A. The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, and participate in employee organization activities.

B. The District shall not engage in unlawful discrimination against any unit member based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, domicile, political affiliation, or membership in any employee organization, disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

C. No grievance shall be processed through the grievance procedure by any unit member who initiates any other available legal remedy. This section shall not be interpreted to preclude a bargaining unit member from consulting with his or her bargaining unit representative or private legal counsel.

ARTICLE 5. PART-TIME EMPLOYM EN T

A. Part-Time employee shall be defined as any bargaining unit member who is employed less than 100% of the duty day as defined in Article 10 of this Agreement.

B. An individual may be hired for, or a full-time permanent unit member may request a transfer to, a part-time position when such a position is available.

C. The District shall determine whether and when it is appropriate to create a part-time position. With the exception of Pre-School and Child Development Center assignments, in no case shall the District use a combination of part-time positions to replace a full-time position, including those positions created by transfer, resignation, reassignment or retirement. In the case of Pre-School and Child Development Center assignments, the District may fill vacancies created by resignation or retirement with full-time or part-time employees.

D. A request for transfer shall be handled in accordance with Article 12 of this Agreement.

E. The unit member on a part-time assignment will be paid a salary at the unit member's present Class and Step on a prorated basis.

F. The unit member on a part-time assignment will receive sick leave and personal necessity leave on a prorated basis; all other leaves in this Agreement apply, as appropriate.

G. A unit member on a part-time assignment of 4 hours or more shall be eligible for health and welfare benefits on a prorated basis.

H. The unit member on a part-time assignment shall receive service credit for class/step advancement on a prorated basis in accordance with CalSTRS regulations.

I. The unit member's retirement contributions and the District's contributions will be prorated in accordance with CalSTRS regulations.

ARTICLE 6. DUES AND AGENCY FEES

A. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing at any time. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated, commencing with the month of employment or month of beginning membership.

B. With respect to all membership dues or agency service fees deducted by the District pursuant to this Article, the District agrees to remit promptly such monies to the Association.

C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

D. Upon appropriate written authorization from a unit member, the District shall deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District. There shall be no charge to the Association for such deductions.

E. The District shall be obliged to put into effect any new, changed, or discontinued deduction provided such request is submitted by the 10th of the month to the Director of Fiscal Services and said deduction shall commence with that month's pay period.

F. The Association agrees to indemnify, defend and hold the District harmless from, and to pay to the District all reasonable legal fees and legal costs incurred in defending against, any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this section shall or shall not be compromised, resisted, defended, tried or appealed.

G. Those unit members, who are on paid leave, including part-time employees, shall continue to pay dues to the Association if they have voluntary dues authorization cards on file.

H. Unit members with payroll authorizations on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately cancelled pursuant to this Article.

I. Any unit member who is not a member of the San Ysidro Education Association, CTAINEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall either

1. become a member of the Association, or

2. pay to the Association an agency fee in an amount equal to unified membership dues, initiation fees and general assessments. The agency fee shall be payable directly to the Association in one (1) lump sum cash payment or by monthly payroll deduction in the same manner as provided in Section A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

E. Notwithstanding any other provisions of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the San Ysidro Education Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to the following non--religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. John Brunworth Trust Fund.

ARTICLE 7. GRIEVANCE PROCEDURES

A. Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

B. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

C. The District and the Association agree to adhere to all steps and timelines required by this Agreement. Failure by the District to adhere to decision deadlines shall constitute a denial of the grievance and the grievant may proceed to the next step in the grievance procedure.

Failure of the grievant to adhere to submission deadlines, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the grievant and a waiver of the grievant's right to further appeal. The District may, but shall not be required to, give written notice of such termination to the grievant. The grievant may also terminate the grievance at any time by giving written notice to the Superintendent or his designee.

However, nothing prevents the parties from extending dates or deadlines by mutual agreement in writing.

D. Until final disposition of a grievance, the grievant is required to conform to the original direction of his/her supervisor. The grievant shall conform to the original directive until such time as the grievance is resolved unless the health or safety of the unit member(s) is in jeopardy. If the grievant refuses for health and safety reasons, the grievant will submit his/her refusal in writing to the Superintendent. The writing shall include a detailed description of the underlying health and safety reasons for the refusal to conform to the supervisor's direction. The Superintendent or his/her designee shall evaluate the written refusal and determine whether the grievant may be relieved of the original direction of his/her supervisor.

E. All documents dealing with the processing of a grievance shall be filed separately from

the personnel files of the participants.

F. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties, without loss of pay, for a reasonable amount of time.

G. The grievant has the right to have a representative present at any step of the grievance procedure.

H. Definitions:

1. Grievance: A "grievance" is a claim by one or more specifically named bargaining unit members or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement or a specific provision in a written Board policy that exists in the 4000 and 6000 series covering the working conditions of unit members. The claimed violation, misinterpretation or misapplication must personally and adversely affect the grievant(s).

   A "group grievance" may be filed on behalf of more than one specifically named grievant when there are mutually agreed common questions of fact pertaining to each grievance.

2. Grievant: A grievant is a District employee in the unit covered by this Agreement, or the Association.

3. District Employee: A District employee is a full-time or part-time certificated person receiving compensation and belonging to an appropriate employee unit and shall not include independent contractors.

4. Representative: A representative is a fellow employee, employee organization, or legal counsel who participates in the grievance procedure.

5. Day: A unit member work day, excluding extended year and intersession work days.

I. Informal Resolution of Grievances:

Any unit member, or the Association, who believes he/she has a grievance shall present the grievance orally to the immediate administrator; or if the grievance arises from action taken by authority other than the immediate administrator, such grievance shall be presented to the appropriate individual orally within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall

hold an informal meeting with the grievant and attempt to resolve the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the grievant and the immediate administrator. The immediate administrator shall provide a response to the grievant within five (5) days of the last informal meeting.

J. Formal Resolution of Grievance:

STEP 1

If the grievance is not settled during the informal discussion and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing to the immediate administrator within five (5) days after the informal resolution procedure is completed. The written grievance shall include:

1. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.

2. A listing of the provisions of this Agreement or Board Policy that are alleged to have been violated or misapplied.

3. A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable.

4. A listing of specific actions requested of the District that will remedy the grievance.

The immediate administrator shall respond in writing within five (5) days after the receipt of the formal grievance.

STEP 2

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant shall, within five (5) days after the receipt of the Step 1 response, present the grievance in writing to the head of the Human Resources Department and/or designee. Within five (5) days from the receipt of the grievance, the head of the Human Resources Department shall, if so requested, meet with the grievant in an effort to resolve the grievance. The head of the Human Resources Department and/or designee shall make a written disposition of the grievance within five (5) days after such meetings and furnish a copy thereof to the Association and to the grievant.

STEP 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant shall, within five (5) days after the receipt of the Step 2 response, submit a written request to the Superintendent or his/her designee to review the grievance. Within five (5) days from the receipt of the grievance the Superintendent or his/her designee shall meet with

the unit member on the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

STEP 4

If the grievant is not satisfied with the disposition of the grievance at Step 3, within thirty (30) calendar days after receipt of the Step 3 response, the Association may submit the grievance to arbitration by written notice to the Superintendent. If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because it falls outside the scope of the procedure or because the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.

At any time during the grievance process, the Association and the District may mutually request the services of a State Mediator to assist the parties in resolving the grievance. The form or content of any settlement discussions will not be binding on either party, nor will they be introduced in an arbitration proceeding.

Within ten (10) days of the Association's notice to the Superintendent of its desire to arbitrate the grievance, or within ten (10) days of the completion of mediation that did not result in settlement of the grievance, representatives of the District and the Association shall select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, the District and the Association shall request a list of seven arbitrators from the State Mediation and Conciliation Services. The parties shall select the arbitrator from the list by eliminating names until one name remains. The first option to strike from the list shall alternate. The one remaining name shall be the arbitrator.

The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The District and the Association will share equally any payment for the services and expenses of the arbitrator. All other expenses shall be borne by the party incurring them. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The written decision of the arbitrator will be submitted to the District and the Association within thirty (30) calendar days of the hearing.

K. Powers of the Arbitrator:

It shall be the function of the arbitrator to resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to establish salary structures or change any salary. The arbitrator shall only interpret the terms of this Agreement and Board Policy and the application of such terms on the grievant.

3. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter, or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

4. The burden of proof for all matters considered by the arbitrator shall be the preponderance of the evidence standard, unless otherwise agreed to by the parties.

L. Hearings held under this procedure shall be held at a time and place that will afford a reasonable and fair opportunity for all persons entitled to be present to attend.

M. If the grievance arises from any action of authority higher than the principal of a school, the grievant may present such grievances at Step 2 of this procedure.

N. Time limits provided in this agreement may be adjusted by mutual agreement in writing when signed by the District and the Association.

O. Nothing contained herein shall deny to any unit member his/her rights under state or federal constitutions or laws. No probationary teacher may use the grievance procedure in any way to appeal discharge or a decision by the public school employer not to renew his/her contract. No permanent teacher shall use the grievance procedure to dispute any action by the public school employer which is applicable to the state tenure laws. No teacher shall use the grievance procedure to appeal any decision of the public school employer or administration if such decision is applicable to a state or federal regulatory commission or agency.

ARTICLE 8. LEAVES

A. Personal illness and injury leave:

1. Unit members with a full-time position shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

2. Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences and request substitutes using the automated absence management system.

3. If a unit member does not utilize the ten (10) days of leave as authorized in the paragraph above in any school year, the amount not utilized shall be accumulated from year to year.

4. A unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury, after five (5) consecutive working days of absence.

5. A unit member that is absent for less than a full work day shall be charged with one half (1/2) day.

6. A unit member shall have the ability to request a half (1/2) day absence. Half (1/2) day absences shall not exceed four (4) within a given school year. The unit member shall have the ability to request two (2) additional half-day absences, provided that they are entered into the district's absence reporting system (AESOP) at least one (1) week in advance of the requested date.

7. Attendance Incentive.

   a. Unit members who have perfect attendance at the end of the fiscal year will receive a bonus of five hundred dollars ($500).

   b. Unit members using personal necessity leave for up to two religious holiday observances in a year (which by the terms of the unit member's religion require that the unit member not attend work on that day) will continue to be eligible for the attendance incentive provided by this section with no deduction for those two days.

   c. Unit members must have worked a minimum of 75% of the school year to be eligible for the attendance incentive for that year. All eligible unit members shall receive compensation by July 30 each year.

B. Personal Necessity Leave

1. Leave which is credited under "A" of this article may be used, at the unit member's election, for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed ten (10) days, or the unit member's available sick leave balance, whichever is less, in any school year.

2. Before the utilization of personal necessity leave the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

3. It is agreed and understood, however, that an absence would not qualify under this provision if the reason for such an absence was to participate collectively or individually in concerted unit member activities such as a strike, work stoppage, or other organized or unorganized withholding of service from the District.

4. If the unit member does not elect to use accumulated sick leave as provided above, or has no sick leave balance, then the regular salary deduction for personal leave will be used for days absent. This policy is not applicable for services rendered during the summer session, except for contracted 12-month unit members.

5. Unit members using Family Medical Leave or California Family Rights Act Leave to care for an ill or injured child, spouse, parent, grandparents, grandchildren, sibling, or domestic partner shall be required to take all available Personal Necessity Leave concurrently. SB 1383 expands the family member definition to also include grandparents, grandchildren, and siblings.

C. Absence Management System

1. The balance hours of the absence management system shall be accurate, up-to- date, and reflect the members' actual balances at all times.

D. Extended Sick Leave

1. After a unit member exhausts all available sick leave and accumulated sick leave as specified in A1 and A2 above and continues to be absent from his or her duties on account of personal illness or injury, he or she shall be entitled to Extended Sick Leave for an additional period of five school months or 90 duty days whatever is most beneficial to our unit member

   a. The calculation of the five-month or 90 duty day period shall include all mid-year break periods for Winter and Spring, holidays, and non-student days; but exclude the Summer break period separating school years and any off-track periods for year-round or multi-track schedules.

   b. The amount deducted from the salary for any of the additional five months in

which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. For the purposes of this section, the cost of the substitute shall be $143/day.

c. Reductions in pay for Extended Sick Leave shall not occur on non-duty days occurring during the five month period or 90 duty days.

d. A unit member must submit a medical note for the duration of the Extended Sick Leave.

e. Sick leave, including accumulated sick leave, and the five-month period or 90 duty days shall run consecutively.

f. An employee shall not be provided more than one five-month or 90 duty day period per illness or accident. However, if the school year ends before the five-month or 90 duty day period is exhausted, the employee may take the balance of the five-month or 90 duty day period in a subsequent school year.

E. Catastrophic Leave

The District shall establish a Catastrophic Illness/Injury Leave Bank ("Leave Bank") for the benefit of the bargaining unit members. A catastrophic illness/injury that is expected to incapacitate the unit member for an extended period of time and taking time off from work would create a financial hardship for the unit member. This Article shall not apply to industrial accidents or illnesses.

1. Eligible bargaining unit members may voluntarily donate earned sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Leave Bank Donation Form." Bargaining unit members shall be permitted to make donations to the Leave Bank at any time during the school year.

2. Qualifications to make donations are as follows:

   a. The eligible unit member must donate a minimum of one (1) working day of sick leave hours to the bank and not more than five (5) working days of sick leave hours in any one (1) school year.

   b. The unit member must have an accrued sick leave balance of at least ten (10) days at the time of donation.

3. The Association may solicit Leave Bank days from its unit members; however, the program shall be administered by the District. The Human Resources Department shall provide all forms to unit members via email that are to be used for this

purpose by the end of August. The email shall notify all members in writing about the Catastrophic Leve Bank and its procedures, in addition to providing all forms. All forms shall be forwarded to the Human Resources Department for processing.

4. To be eligible for use of bank days, a unit member must have donated at least one day to the Catastrophic Leave Bank and have exhausted all accrued paid leave credits. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving Leave Bank days.

   a. Unit members new to the profession in their first two years will automatically be eligible without having to donate days. In order to remain eligible, the employee must donate at least one (1) day within sixty (60) calendar days of the start of their third year of employment.

5. Upon requesting use of bank hours, the bargaining unit member, member of the unit member's family, or designee must provide the District with written verification of the illness/injury prepared by a licensed physician and shall submit a "Certificated Catastrophic Event/Illness Leave Bank Request For Withdrawal Form" to the Human Resources Office. The request shall state the maximum number of days being requested by the unit member. The Assistant Superintendent, Human Resources shall verify eligibility for bank hours.

6. The Leave Bank shall have no limit for accumulating leave days and shall carry-over from year to year. However, once a unit member has received 70 days of Catastrophic Leave, the Association and District shall meet to discuss further action.

7. In the event that a request for bank hours is denied due to ineligibility as defined above, the unit member making the request and the Association President shall be notified in writing of the denial.

8. The Association shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of these provisions.

F. Bereavement Leave

1. A unit member shall be entitled to five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. The immediate family shall be defined as the following relatives of the unit member or his/her spouse: mother, father, grandmother, grandfather, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member and any employee suffering a reproductive loss event (defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction).
2. In the case of a close friend, a unit member shall be entitled to only one (1) day

of leave of absence without loss of salary once in a two-year period.

G. Industrial accident and illness leave

1. Unit members experiencing a work related injury or illness qualifying for Worker's Compensation as determined by State Law shall be entitled to up to sixty (60) days of paid leave for each qualifying injury or illness, subject to authorization by the District's third party administrator.

H. Leaves of absence for judicial and official appearances

1. Unit members will be given a leave of absence to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member with no loss of pay.

2. The unit member taking leave under this section will refund to the District the amount that is paid for jury duty or witness fees.

3. Unit members who elect to postpone jury duty from a time when school is in session to a non-session time shall be paid for each day served at the following rate, up to a total of five (5) days per fiscal year:

    a. TK-8, $125 per day.
    b. Permit teachers, $75.00 per day.

District costs for jury compensation for all unit members shall not exceed $20,000 per year. Within thirty (30) calendar days of completed jury duty service, unit members shall submit a copy of the notice of jury duty service and verification of jury duty service attendance to the Business office. Payment shall be made in the next full pay period. "Session" is defined as the unit member's contractual work year.

I. Military Leave

1. Unit members employed as a probationary or permanent employee of the District who enters the active military service of the United States of America or of the State of California will have employment rights by law.

J. Pregnancy and Childbearing Leave

1. Unit members shall be entitled to up to four (4) months of Pregnancy Disability Leave pursuant to Government Code section 12945 and Education Code section 45193 running concurrently with all paid leaves and federal Family Medical Leave and subject to the following provisions:

    a. Effective July 1, 2025, following childbirth, permanent unit member(s) shall have six (6) work weeks of paid maternity leave during the

pregnancy disability period. The leave may only be taken on "contract days" for which unit members are paid (weekends and breaks do not count against the six (6) work weeks). These maternity leave days shall not be deducted from the unit member's accumulated leave balance.

b. Unit members shall be expected to return to work no later than six (6) weeks following normal birth or eight (8) weeks following Caesarean section birth except under the following conditions:

- The district receives a statement of continuing disability of the Unit Member from the attending physician.
- The Unit Member elects to take up to twelve (12) additional weeks of differential leave for child bonding pursuant to the California Family Rights Act within 12 months after the birth of the child.

K. Family Care and Medical Leave

1. The District shall provide unit members family care and medical leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Leave Act (CFRA) in accordance with the following provisions:

a. Employees who have been employed for at least 12 months prior to the leave and worked at least 1,250 hours during that same period shall be entitled to 12 workweeks of leave, excluding break periods but including holidays, within each fiscal year for the following situations:

- Serious health condition of the employee.
- Serious health condition of the employee's child, parent, spouse, grandparents, grandchildren, siblings, or domestic partner.
- Birth of a child, or placement of a child in the family for adoption or foster care.

b. Except in the case of pregnancy and subsequent child bonding, FMLA and CFRA leave shall run concurrently with each other.

c. FMLA and CFRA shall run concurrently with all paid leaves, and in the case of pregnancy, childbirth, and related medical conditions FMLA shall also run concurrently with Pregnancy Disability Leave.

d. Unit members shall be entitled to health and welfare benefits during FMLA and CFRA leave. In the event that FMLA and CFRA extends beyond any paid leaves, the unit member shall be required

to remit the employee portion of any required premiums for dependent coverage to the District, in advance, pursuant to procedures in effect at the time.

L. Leave without pay may be granted for the following purposes:

1. After exhaustion of all applicable and available paid and unpaid leaves, non-probationary Unit members may apply for Leave Without Pay, subject to Board Approval, according to the following provisions:

    a. Long term personal illness or injury

    b. To care for seriously ill or injured child, spouse, parent, grandparents, grandchildren, siblings, or domestic partner

    c. Parental, childbearing or child rearing leave

    d. Preparation for, and culmination of, placement of child with unit member through adoption or foster care

    e. Political leaves - limited to four (4) weeks to campaign and for term or appointment of elected office.

    f. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, school visitations and other meetings that are related to improving the bargaining unit member's performance but are not approved or funded by the District.

    g. Study and/or travel.

    h. Personal business - beyond personal necessity.

    i. Special service such as unpaid Association leave, civic, Peace Corp or Vista participation. The Board may consider unusual circumstances upon request. Except in cases of emergency, a thirty (30) day notice shall be given prior to taking the leave in order to facilitate the continued educational program.

    j. Other personal or professional reasons approved by the Governing Board.

2. Upon returning from an extended personal leave, the bargaining unit member may be assigned to the same position held if that position is available or shall be assigned to the closest equivalent position that is available. Positions may not be available due to declining enrollment, a shift in student population, lack of funds, or to break a contract with a temporary or replacement teacher.

3. A bargaining unit member shall have the option of remaining an active participant in the District's fringe benefit program by contribution of the unit member's total cost of the program during leave.

4. All requests for leaves without pay for the following school year shall be submitted by April 15 unless there is an emergency. The Board will consider requests within thirty (30) days of their receipt by the District.

M. Association Leave

1. The Board shall grant fifteen (15) days per school year with pay to the Association for Association business. The Association shall also be granted the right to purchase up to ten (10) additional days paid at the daily substitute rate of pay. Requests for such leave shall be in advance and shall be handled by the Association President or his/her designee. This leave is in addition to release time guaranteed by SB 160 for meeting and negotiation or the processing of grievances.

N. Sabbatical Leave

1. The sabbatical leave may be granted to unit members by the Governing Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

    a. In case of travel, a written report shall be required to be submitted at the end of the sabbatical period.

    b. Requests for sabbatical leave must be received by the Superintendent in writing and shall be mutually agreed on by the unit member's organization and the Superintendent, no later than March 15, and action must be taken on all such requests no later than April 15, of the school year preceding the school year for which the sabbatical leave is requested.

    c. No more than one such leave of absence per bargaining unit member shall be granted in each seven year period (Ed. Code 44966, 44967).

    d. Absence from the service of the District for a period of not more than one year under a leave of absence without pay granted by the Governing Board of the District for service under a nationally recognized fellowship or foundation approved by the state board of education of research, teaching, or lecturing shall not be deemed a break in the continuity of service required by this regulation and shall be included as a year of service in computing the seven (7) consecutive years of service required by this regulation (Ed. Code 44967).

e. At the expiration of the unit member's sabbatical leave, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held by the unit member at the time of the granting of the leave of absence (Ed. Code 44949, 44973).

f. The Governing Board shall be freed from any liability for the payment of any compensation or damage provided by law for the death or injury of any unit member of the District employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on any leave of absence granted under the provisions of Education Code section 44962 - 44976, inclusive.

g. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which the unit member would have achieved had the unit member remained actively employed in the system during the period of absence.

h. Sabbatical leave must be preceded by at least seven consecutive years of service, all of which have been served as a regular full-time employee in the school District. Service of at least 75 percent (75%) of the teaching days in each year counts as a full school year. Any year in which the applicant has served some days, but failed to serve 75% of the days shall not be counted as an interruption in the seven consecutive year period.

i. The number of unit members absent on sabbatical leave at any one time shall be no more than two percent (2%) of the total number of certificated employees, if requested.

j. Sabbatical leave will be granted for no more than a total of one year. Sabbatical leave shall coincide with the school year, unless otherwise approved by the Superintendent. Sabbatical leave may be granted for semester or quarter as long as the total leave is begun and finished during a three year period (Ed. Code 44966).

k. Compensation:

- Compensation while on sabbatical leave shall be in accordance with the provisions of the school District salary schedule in effect during the period of the leave (Ed. Code 44968, 44969).

- Applicants who desire to receive salary allowance while on a sabbatical leave must furnish a suitable bond indemnifying the school district for any salary paid the employee during the period of the sabbatical leave in the

event the unit member fails to return to render two full years of service to the District following the termination of the sabbatical leave; or, in the event the employee fails satisfactorily to carry out the program of study or the itinerary of the trip approved. In the event the unit member is unable to render the two years of service due to death or physical or mental disability, this provision shall be waived (Ed. Code 44969).

- Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the business department's procedures in two equal annual installments as follows: (Ed. Code 44969)

- At the end of the first year of service after the members return to duty, the business department shall release the first installment upon receipt of a Governing Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the unit member has completed one year of service and fulfilled all other legal requirements.

- At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

- A Unit Member on Sabbatical Leave shall be entitled to the same Health and Welfare benefits afforded to all active unit members. In the event a unit member is not receiving pay while on sabbatical leave, he/she shall be required to remit the employee out of pocket cost for their selected plan, as determined by the annual Health Benefit Pool Calculation, to the District, in advance, pursuant to procedures in effect at the time.

O. Re-Employment List

1. After exhaustion of all available paid and unpaid leave, if a Unit Member is not medically able to resume his/her duties, the employee shall be placed either in another position or on a reemployment list according to the following guidelines:

    a. If the employee is on probationary status, he/she shall be placed on the reemployment list for 24 months.

    b. If the employee is on permanent status, the employee shall be placed on the reemployment list for 39 months.

2. If during the periods indicated above the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

P. Members on Leave

1. To the extent allowable by law, the District will notify the Association President and Membership Chair when a member is placed on the 39 month rehire list or when the Board approves a leave without pay.

ARTICLE 9. CLASS SIZE

A. The following class size maximum number is set forth:

TK: The class size for TK shall comply with the provisions of AB 130 as set forth below:
2023 - 2026: Maximum 20

For the years 2023-2026, there shall be a maximum adult to student ratio of 1:10.
Such ratios may be satisfied by one teacher and any one of the following: Instructional Aide, Substitute Instructional Aide, or Substitute teacher.

Regardless of year, if a necessary adult is absent, and no coverage is available, then the TK teacher shall be compensated $10 per day, per student that goes above the maximum ratio.

K:	Maximum 24
1st – 3rd:	Maximum 24
4th – 6th:	Maximum 28
7th & 8th Core Subjects:	Maximum 32 per period
7th & 8th P.E.:	Maximum 50 per period
7th & 8th Electives:	VAPA courses maximum 40 per period Non-VAPA maximum 30 per period

Special education classes shall be maintained at sizes which are consistent with appropriate special education best practices and all legal procedures related to placements of such students or mainstreaming of such students will be followed.

If an individual SDC Class reaches thirteen (13) students enrolled, the site principal shall call a meeting with the impacted teacher, an SYEA representative, and the Director of Special Education to discuss and implement possible remedies including, but not limited to, additional staffing support and balancing of classes.

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

Special Day Classes (SDC) TK-8:	13
Special Day Class (SDC) Preschool:	13

Pursuant to Education Code 56362(c) and Education Code 56363.3 the following caseloads will be observed.

RSP Caseload: Max 28
Speech and Language Pathologists: Max 55 (for caseloads of 6 years and older)
Max 40 (for caseloads of only students who are 3-5 years old)

Max appropriate ratio for blended caseloads including both age ranges shall be recommended

In accordance with California *Code of Regulations*, Title 5, Section 3100. In the event an RSP caseload exceeds 28 students, and providing the certain state required conditions are met, and the teacher voluntarily signs a required state waiver, then the caseload may be raised up to but not exceeding 32 students. The number shall be paid $20 per day, per student above the max of 28.

Should there be any modifications to the Education Codes listed above, the parties agree to meet to discuss the changes.

In elementary school situations in which more than one grade level is assigned to a unit member, the lower of the two-grade level class size maximums shall apply. Furthermore:

- All unit members at the elementary school level teaching more than one grade level or any Special Day class teacher (Preschool-8) teaching more than one grade level, shall receive a stipend of $2,000 each school year.
- The District shall use best efforts to not assign elementary school unit members to teach such combination assignments for two consecutive school years.

In the event the foregoing class sizes for grades TK-3 are found by an authority of competent jurisdiction to be inconsistent with Education Code section 42238.02(d)(3)(B) (i.e., LCFF), the Parties agree, upon the written request of either party, to meet and negotiate to address any such inconsistency.

Students above the maximum:

Additional students placed in the classrooms above the agreed maximum will follow these guidelines.

1. Any general ed teacher who receives a student above the maximum will receive $10 per day per student.

    a. At the start of the school year, general ed teachers will receive compensation starting the eleventh day of enrollment for the additional student.

    b. Starting on the twelfth day of the school year, if any general ed teacher receives a student above the maximum, the teacher will receive $10 per day, per student, starting on the first day of the student's enrollment.

    c. Student enrollment shall be calculated by the District on Friday's through the student information system.

2. SDC teachers who have student enrollment above the class sizes listed

above shall receive $20 per day per student starting on the first day of school or the first day of attendance of the extra students.

3. The student count is based on a number of students enrolled in the class and not on a daily attendance.

4. Once all classes within a grade level at a school site have reached the maximum, the additional students will be placed in the classes based on seniority with the most senior teacher getting the first extra student.

   a. No more than two (2) additional students above the maximum shall be enrolled in any K class. For TK, there shall be no more students enrolled than the legal maximum according to AB 130.

   b. No more than four (4) additional students above the maximum shall be enrolled in grades 1-8.

When the class size maximum within a grade level at a school site is reached and an additional 20 students are enrolled, an additional teacher shall be hired. Those 20 additional students shall be placed with the new teacher that was hired if it occurs prior to August 31. Whenever classroom space is unavailable, the District and the Association will meet to generate a plan to address class size overage.

B. The District shall make a reasonable effort to establish a balance in the number of students assigned per class, grade level or subject with the recognition that factors such as credentialing, curriculum, and enrollment trends may limit such balancing. The staff at particular sites shall have the right to consult with site administrators with regard to balancing issues and use best efforts to find a reasonable solution.

C. The District shall provide the SYEA President and 2 site representatives invited by the SYEA President a draft of the middle school master schedule as soon as it becomes available before the start of the work year. The parties acknowledge that this draft schedule may be changed.

D. If a classroom does not receive a substitute when a teacher is absent, and if those students are assigned to other classrooms for the day, students shall be divided equally to other same or similar grade level classrooms as much as practical.

ARTICLE 10. HOURS

A. The basic day of service for all full time bargaining unit members shall be as follows:

1. Monday through Friday, 6 hours, 30 minutes, exclusive of a 45 minute duty free lunch.

2. Fridays, up to once per month, 7 hours 0 minutes with 5 calendar days' notice before scheduled meeting, as needed. This meeting shall apply to all unit members, all school sites, and/or district wide and may be called by site principals and Assistant Superintendents with the Superintendent's approval. Extended minimum days shall be held only on Fridays that are not individual planning and preparation days.

3. Any teacher assigned to a six period schedule will teach five periods and receive a preparation period.

    a. With mutual agreement between the site administrator and the unit member, the District may purchase the preparation period at a rate of one sixth ($1/6^{th}$) of that unit member's per diem.

    b. Unit members whose regular assignment includes a daily purchased preparation period, shall have their base pay adjusted to include the $1/6^{th}$ per diem for the duration of the assignment.

4. For teachers in Grades 1-8, the daily 45 minutes of non-instructional time (excluding lunch) shall be teacher-directed. This time will generally be free from assigned duties, with the exception of safety-related emergencies.

   For TK and Kindergarten, at least 15 minutes before school and at least 30 minutes after school shall also be free from assigned duties, with the exception of safety-related emergencies.

B. Instructional Day:

Pre-School	180 minutes
Transitional K	225 minutes
K	315 minutes
Grades 1-6	330 minutes (exclusive of recesses)
Grades 7-8	334 minutes (inclusive of 1 preparatory period)

The District shall determine starting and ending times of the instructional day in order to accommodate student scheduling.

C. Instructional Minutes on Minimum Days:

Pre-School	180 minutes
TK & K	200 minutes
Grades 1-8	240 minutes (exclusive of recesses)

As part of the annual process of calendar development, minimum days shall be incorporated into the calendar as agreed to by District and Association as follows:

1. Nine (9) minimum days split between the first week and the last week of instruction. Regularly scheduled Friday minimum days shall not be included in this count.

2. Ten (10) minimum days for parent conferences split between the fall and spring.

3. Each Friday not covered in #2, shall be divided approximately evenly among the four categories of activities listed below. The first three categories shall be directed by the site administrator.

    a. Staff meetings

    b. Grade level meetings with an agenda shall exclusively include and promote one or more of the following activities:

        i. Analysis of, and discussion regarding, student achievement data

        ii. Development of curriculum and teaching plans

        iii. Discussion, work, and study regarding Professional Learning Communities

        iv. Analysis of student achievement for Response to Intervention and Student Study Team processes

        v. Other subjects or topics recommended by the Leadership Team

    c. Other meetings directed by the site principal with an emphasis on training and the majority of time devoted to professional development activities

    d. Individual planning and preparation

D. In addition to the above basic day, unit members are responsible for professional duties

which include:

1. Parent conferences, exclusive of minimum day conference periods, in the afternoon or evening as needed to accommodate parents.

2. One (1) "Back to School Night" which shall be held during the first trimester and one (1) "Open House Night", which shall be held during the second trimester, each school year. These two events shall be calendared within the first two weeks of the school year. In the event, due to extenuating circumstances, the "Open House Night" is not able to be held during the second trimester, the Principal will consult with their teachers to determine an acceptable date prior to Spring Break.

3. Extra-curricular student activities that require chaperoning beyond contractual hours, where no volunteers exist, will be mandatorily assigned to unit members at a school site on a rotating basis with compensation at Student Contact rate. Administration will make an effort to provide timely notice with the exception of emergency situations where administration had no previous notice.

4. The principal will be responsible for assigning the maximum allowable duty time to all aides. If this is not sufficient time to cover necessary duties, teachers will be assigned on a rotating basis. Adjunct duties shall be equitably distributed to the extent practicable.

E. Special Day Class teachers and Resource Specialists shall have up to nine (9) release days per year for IEP's, testing and consultation. The release days shall be reasonably distributed throughout the year and shall not consist of more than two (2) consecutively.

F. School Psychologists shall collaborate with each other one Friday afternoon for half a duty day once a month. The topics and agenda for collaboration meetings may be determined by the Director of Special Education.

G. Contingency Condition Schedule

1. Notwithstanding anything in the Article 10, to the contrary, during a contingent condition the daily schedule may be adjusted during lunch break to ensure that students are able to be supervised in a safe physical environment. Lunch break will be reduced to 30 minutes and unit members will be dismissed 15 minutes early. If the contingency condition occurs on a day when there is an after-school meeting scheduled, the meeting will be reduced by 15 minutes. A contingency condition is hereby defined as a condition for which student's safety is unduly compromised. Examples may include: weather related conditions, or catastrophic events, as determined by the District and/or Site Administrator.

ARTICLE 11. WORK YEAR

A. Except as stated below, the work year shall be 186 days for the 2025-2026 school year. Beginning with the 2026-2027 school year the work year shall be 185 days. For the 2025-2026 school year, there shall be 3 professional development days, 3 teacher preparation days, and 180 student instructional days. Effective beginning the 2026-2027 school year there shall be 2 professional development days, 3 teacher preparation days, and 180 student instructional days. The parties shall meet to determine the calendar on an annual basis beginning in January of each year, unless mutually agreed to in writing by both parties.

1. Counselors: The work year for Counselors shall be 191 days. Three (3) of the additional five (5) work days shall be placed at the beginning of the work calendar for Certificated staff. The other two (2) of the additional five (5) work days shall be placed at the end of the year's work calendar for Certificated staff.

2. Psychologists: The work year for Psychologists shall be 191 days. Two (2) of the additional five (5) work days shall be placed at the beginning of the work calendar for Certificated staff. The other three (3) of the additional five (5) work days shall be placed at the end of the year's work calendar for Certificated staff.

3. Social Workers: The work year for Social Workers shall be 191 days. The five (5) additional work days shall be placed at the end of the work calendar for Certificated staff.

4. Language, Speech and Hearing Specialists: The work year for Language, Speech and Hearing Specialists shall be 191 days. The five (5) additional work days shall be placed at the end of the work calendar for Certificated staff.

5. Effective beginning with the 2026-2027 school year, Counselors, Psychologists, Social Workers and Language, Speech and Hearing Specialists work calendar will be 190 school days.

ARTICLE 12. TRANSFER AND REASSIGNMENT

A. Definitions:

1. A "transfer" is a movement of a unit member from one (1) District work site to another District work site.

2. A "reassignment" is a movement within a school site of three or more grade levels or in secondary classrooms a change of two or more subjects not taught the previous year. For example, a move from 6th to 3rd grade would count as a reassignment, but a move from 5th to 3rd would not.

3. A "vacancy" is an opening that has occurred as a result of a unit member retiring, resigning, or because of increased enrollment, state disability or death. A position that becomes open as the result of a unit member filling a vacancy is not a vacancy. This resulting open position will be filled at the discretion of the District.

B. Unit Member Initiated Transfers and Reassignments

1. The Superintendent or his/her designee shall administer the transfer and reassignment policy.

2. Posting Vacancies. Vacancies shall be posted at each school site and on the online recruitment platform. A list of current vacancies shall be e-mailed to each unit member whenever a new vacancy arises. Identified vacancies for the succeeding school year shall be posted by May 15 if possible.

   The Association President shall be notified of all vacancies via email at the same time that notices are sent to the sites. Any unit member may review the list of current vacancies by contacting or visiting the District's Human Resources Department.

3. Procedure for Unit Member Initiated Requests for Transfers and Reassignment:

   a. The unit member shall submit a transfer/reassignment request to the Human Resources Department Head and/or designee within the posting period indicated on the vacancy announcement. Posting periods will be no less than five teacher work days, except during the summer in which it will be no less than five calendar days.

   b. The Human Resources Department Head and/or designee shall notify the unit member in writing of the decision regarding his/her request for transfer/reassignment within ten (10) work days of the close of the vacancy. The unit member may request and receive a written reason for denial.

c. Any unit member who meets the prerequisites listed in subsection B.3.d of this Article, below, may apply for a vacancy, regardless of the unit member's current location or grade assignment.

d. Prior to submitting a request for transfer or reassignment, the unit member must meet the following conditions:

   i. The unit member must have served at least one year in his/her present assignment prior to submitting the transfer request, unless the unit member is applying for a support staff position (i.e. counselors, psychologists).

   ii. The unit member's most recent evaluation must have been rated satisfactory or better. Any unit member who is on an assistance plan may, but need not be, considered by the District for a transfer or reassignment.

   iii. The unit member, during the twelve (12) month period preceding his/her transfer or reassignment request, must not have received any Notice of Unprofessional Conduct pursuant to Education Code Section 44938, or any Notice of Incompetency pursuant to Education Code Section 44938, or any notice approved by the Board or the Superintendent that the employee violated a provision(s) of the Education Code.

e. Prior to the first duty day of each school year, the Superintendent or his/her designee shall approve or deny a request for transfer/reassignment on the basis of:

   i. Valid credentials;
   ii. District-wide seniority; and
   iii. Pertinent experience.
   iv. The continued operation or implementation of any curricular program.

f. After the first duty day of each school year, the Superintendent or his/her designee shall approve or deny a request for transfer/reassignment on the basis of:

   i. Valid credentials;
   ii. District-wide seniority;
   iii. Pertinent experience; and
   iv. The continued operation or implementation of any curricular program.

g. Unit members may file with the Human Resources Department Head

and/or designee a general request for transfer or reassignment. This request shall be confidential, unless requested otherwise by the unit member, until the unit member indicates his/her interest in a particular posted vacancy. The general request may include a preference(s) for assignments, location(s) desired, and the unit member's qualifications for such assignment. Such request shall be considered for vacancies occurring during the current school year and up to September 15 of the following school year and shall be invalid thereafter.

C. Administrative Transfers and Reassignments

1. The District reserves the right to administratively transfer a unit member to accommodate the needs of the District.

2. The following procedures will be used in administrative transfers and reassignments:

   a. The District will first make a good faith effort to solicit suitable volunteers for transfer or reassignment when appropriate.

      i. Unit members who volunteer for administrative reassignment shall be given two (2) days of release or per diem time to prepare for the assignment. Unit members who volunteer for administrative transfer shall be given three (3) days of release time or per diem to prepare for the transfer. Unit members who volunteer for administrative reassignment and transfer shall be given four (4) days of release time or per diem to prepare for the assignment.

   b. When the District determines that there are no qualified volunteers, or when the transfer or reassignment of a volunteer would impede the continued operation or implementation of any curricular program, the Human Resources Department Head and/or designee in consultation with the site administrators shall identify a unit member(s) for administrative transfer or reassignment. When the transfer or reassignment is a result of changing enrollment numbers, the District shall move the least senior teacher (subject to Article 12, Section C, 2, e) unless a more senior teacher is agreeable to said transfer or reassignment.

      i. The principal or immediate supervisor shall schedule a conference with the unit member and provide a written notice of transfer/reassignment stating the reasons for the transfer/reassignment.

      ii. Except in cases of unforeseen circumstances or emergency, unit members administratively transferred or reassigned during the school year shall be given as much advance written notice as possible but no less than five (5) work days' written notice in the

case of reassignment and ten (10) work days' written notice in the case of transfer. Written notice may be satisfied by providing a school wide class assignment list.

iii. Except in cases of unforeseen circumstances or emergency, for reassignments to take place in the following school year, unit members shall be given no less than five (5) work days' written notice before the last duty day of the school year. For transfers to take place in the following school year, unit members shall be given no less than ten (10) work days' written notice before the last duty day of the school year. Written notice may be satisfied by administrator providing a school wide class assignment list.

iv. The District, in consultation with the Association, shall determine whether a shorter time line is appropriate.

c. The unit member may schedule a conference to discuss the transfer/reassignment with the Association President, the Human Resources Department Head and the Superintendent. Any District decision resulting from the conference shall be consistent with the needs of the District.

d. Unit members who are administratively reassigned shall be given two (2) days of release time or per diem to prepare for the assignment. Such preparation time shall not be taken during the first two weeks of the school year. Unit members who are administratively transferred shall be given three (3) days of release time or per diem to prepare for the transfer. Unit members who are administratively reassigned and transferred shall be given four (4) days of release time or per diem to prepare for the reassignment. The release time provided in this subsection shall be given to the unit member within, and is not in addition to, the minimum written notice period provided in subsection b, above. The unit member shall receive assistance in moving materials during this release time. It shall be the District's responsibility to handle the logistics of moving materials between sites and/or classrooms.

e. Unit members shall not be administratively transferred or reassigned an unreasonable number of times or for arbitrary or capricious reasons. If a unit member is involuntarily transferred, said member cannot be involuntarily transferred again for two school years. The District will make every reasonable effort to not involuntarily reassign the same unit member for two consecutive school year.

3. The final decision regarding transfers and reassignments shall rest with the Superintendent.

D. The District shall provide the Association President with a seniority list annually no later than September 1, of each year. The seniority list shall be made available to any bargaining unit member in the District's Human Resources Department no later than September 1, of each year.

E. Staffing New Schools

1. 25% of the classroom openings in a new school shall be available for assignment pursuant to the current provisions of Article 12 relating to Unit Member Initiated Transfers.

2. The District shall be entitled to select the personnel to be assigned to 75% of the openings at a new school by way of the recruitment of new personnel or through administrative transfers.

3. Openings caused by transfers to a new school shall be filled by the District by way of the recruitment of new personnel or administrative transfers. The current provisions of Article 12 shall not apply to administrative transfers made to fill openings at a new school or openings caused by unit members or administrative transfers to a new school.

4. No more than 5 teachers may voluntarily transfer from a school with 30 or fewer teachers.

5. No more than 7 teachers may voluntarily transfer from a school with 31-40 teachers.

6. No more than 10 teachers may voluntarily transfer from a school with 41 or more teachers.

F. All Other Assignment Changes

1. Prior to the initiation of any administrative changes in assignments or room changes that are not otherwise covered by this Article, the appropriate administrator (i.e. site Principal in most cases) shall hold a conference with the affected unit member and shall provide two (2) days of release time or per diem to assist the unit member in making an orderly transition.

ARTICLE 13. SAFETY CONDITIONS

Personal Property

A. Unit members shall be reimbursed for any verifiable loss, destruction or damage to their personal property or vehicle while the unit member is conscientiously performing or in a location to perform, his/her duties, a maximum of one thousand five hundred dollars ($1,500.00), if there is no negligence on the part of the employee. Reimbursement for vehicledamage is strictly limited to actual use during and within the scope of employment.

B. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of personal property in the schools was given by the supervisor before use. All such prior approval shall be in writing. Exceptions to such prior approval shall be vehicles, eyeglasses, hearing aids, dentures, cell phones, cell phone accessories, teaching tools, and materials, watches or articles of clothing necessarily worn or carried by the unit member.

C. If a unit member receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the unit member shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the unit member shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.

D. A written request for reimbursement must be filed by the unit member within twenty (20) regularly scheduled work days of the incident with the District. The District shall conduct such investigation as may be necessary. The written request will be completed via an easily accessible, reasonably brief form available in person at Business Services and also online on the official District website. The completed form can be submitted in person to Business Services or online via an email sent to Business Services. The form shall include clear instructions on how to submit. Should the district determine that the damage claim should be submitted to our insurance carrier, the employees may be required to fill out an insurance claim form. The current forms are included in Appendix #I

Working Conditions

A. The district shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and other threatening behavior from parents, students, the governing board, classified employees, certificated unit members, and district administrators. Unit members shall not be required to work in unsafe working conditions, or engage in activities that endanger their health, safety, or well-being.

B. Bargaining unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare, or the physical welfare of students. The immediate supervisor shall investigate the reported unsafe condition and advise the unit member of any findings and suggested corrected action within five (5) work days. The corrective action shall be initiated and/or corrected within five (5) additional work days.

C. If the unit member identifies the condition as one that poses an imminent threat of danger to the safety of staff or students, the formal response process shall begin immediately. The condition shall be investigated and a determination of action shall be made by the end of the following work day. The matter shall be resolved as soon as possible.

D. The District shall keep all school grounds and facilities free of unwanted rodents, pests, arachnids, and insects such as ants, roaches, and fleas. If a unit member identifies unwanted rodents, pests, arachnids, insects, and the like, they shall notify their immediate supervisor so the administrator can take action to resolve the issue. The corrective action shall be initiated and/or corrected within five (5) work days. If pesticides or poisons are used, the District shall notify unit members of the names of the chemicals used at least one week in advance of their use, except in situations where immediate use is necessary the district will notify members within 24 hours. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.

E. Each worksite shall have a Site Safety Committee, comprised of a representative from all stakeholder groups including the certificated bargaining unit. Site Safety Committee members shall be recruited jointly by the association and site administrators. The committee shall develop and annually review its discipline, site safety, health, and emergency preparedness plan. The plan shall be distributed to employees at the site on an annual basis. The District Safety Committee shall provide each worksite with general procedures for safety with the site committee overseeing unique site issues. The committee shall make the District aware of any unaddressed safety issues. Unit members serving on site safety committees shall receive release time or the non-student contact hourly rate of pay for committee work.

F. The District shall work with each site safety committee to provide necessary items such as: a telephone in each classroom or major work area, first aid kits containing rubber gloves, walkie-talkies, mouth-to-mouth breathers, flashlight, basic first aid supplies, emergency toileting supplies, and other items which may be unique to a work location such as a bullhorn, AM/FM radio, blankets, water, and food packages.

G. In the case of emergencies at school sites or at the District office, such as lockdowns, power outages, water being shut off, etc., the Superintendent or designee shall inform the SYEA President as soon as possible. They will communicate the steps and actions that are begin taken to guarantee the safety of all unit members in response to the emergency.

Pupil Suspension

A. A bargaining unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process in accordance with Education Code section 48910 and 48900. This includes willful defiance and disruption provided that other means of correction, as set forth in Education Code 48900.5(b), fail to bring about proper conduct.

B. The unit member shall immediately report the suspension to the site administrator (or their designee) and send the pupil to the administrator (or their designee) for appropriate action.

C. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the bargaining unit member and the site administrator. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled during the same time as the class from which the pupil was suspended.

D. A student may be disciplined with an out-of-school suspension or expulsion, in accordance with Ed Code 48900-48915 for the following reasons:

a. Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence against the person of another, except in self-defense
b. Possessed, sold, or otherwise furnished a knife or other dangerous object, except with written permission of the school administrator
c. Unlawfully possessed, used, furnished or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind
d. Offered to sell controlled substance and provided look alike substance instead
e. Committed or attempted to commit robbery or extortion
f. Caused or attempted to cause damage to school or private property
g. Stole or attempted to steal school or private property
h. Possessed or used tobacco, or any products containing tobacco or nicotine products
i. Committed an obscene act or engaged in habitual profanity or vulgarity
j. Unlawfully possessed or offered, arranged, negotiated to sell drug paraphernalia
k. Knowingly received stolen school or private property
l. Possessed an imitation firearm
m. Committed or attempted to commit sexual assault or battery as defined in Sections 261, 266c, 286, 287, 288 or 289 of the Penal Code
n. Harassed, threatened or intimidated a student who is a witness in a student discipline proceeding
o. Offered, or arranged/negotiated to sell, or sold the prescription drug Soma
p. Engaged in or attempted to engage in hazing
q. Bullying (including with electronic act), as defined in Education Code 48900
r. Aids or abets (suspension only) as defined in Section 31 of the Penal Code

E. The site administrator shall ensure that students suspended from school do not enter the campus at all (unless it's an in-school suspension), until the following day after the suspension has been fully completed. The site administrator shall also ensure that students suspended from a particular class do not return to that class for the duration of the suspension, until the following day after the suspension has been fully completed.

F. The site administrator shall notify any teacher(s) of record in writing of each pupil who is suspended or expelled by the end of the day for the incident, following suspension or expulsion notice, as well as the reason for the suspension or expulsion.

Physical and Emotional Safety

A. The association and the District agree that unit members and the District have a responsibility to follow state law concerning student discipline.

B. In accordance with Education Code section 49079, the district shall notify unit members in writing of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts defined in Education Code Sections 48900 (excluding subdivision h), 48900.2, 48900.3, 48900.4 or 48900.7. . The District shall provide the information to the bargaining unit member based upon any records from the previous three school years, which the District maintains in its ordinary course of business or receives from a law enforcement agency.

C. Upon receiving a transfer student's records regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform any of the student's teacher(s) that the student was previously suspended or expelled from his/her prior district as soon as reasonably possible. The District shall ensure suspension information is recorded in the Student Information System. The District shall not be held accountable for failure to provide discipline information not disclosed within the transfer request.

D. Any information received by a unit member pursuant to Education Code Section 49079 or otherwise covered in this section, shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

Assault, Insult and Abuse

A. Whenever any unit member is attacked, assaulted, or physically threatened by any person (adult or child), it shall be the duty of the employee, and the duty of any immediate supervisor who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Administration shall take immediate action to remedy the situation in an appropriate manner based on the circumstances.

B. A member of the governing board, superintendent, or an employee of the district shall not directly or indirectly inhibit or impede the making of the report prescribed by the affected

unit member.

C. Unit members may submit a claim in accordance with the Personal Property section of this article, for reimbursements of the costs of repair or replacement of personal property damages as a result of a workplace assault.

D. When absence or disability arises from assault, unit members shall suffer no loss in wages, benefits or leaves in accordance with worker's compensation and other state laws.

E. The District shall provide training on a voluntary basis to unit members requesting training on de-escalation and conflict intervention techniques.

Safe and Secure Learning Environment

A. Pursuant to Education Code Section 51512, the use of any electronic listening or recording device by any person, including a pupil, in any classroom without the prior consent of the teacher and the principal is prohibited.

B. In accordance with a safe and secure learning environment the district shall comply with Education Code 44810.

C. All classroom and office doors shall be equipped with straps or barricades to ensure a higher level of safety in the case of emergencies like an active shooter. All classroom, bathroom, and office doors at school sites and at the District office need to be able to lock, close, and open properly. Both door locks and barricades shall be inspected yearly to ensure this. Doors that do not lock, close, or open properly shall be fixed in a timely manner. Members shall notify their immediate supervisor if a door, lock , or barricade is having any issues so that the administrator can take action to resolve the issue. The correction action shall be initiated and/or corrected within five (5) work days.

ARTICLE 14. MILEAGE

Mileage will be paid by the District to unit members that are required to use their vehicles for required home visits and/or other school business, if prior approval is obtained from the unit member's immediate supervisor. The mileage rate shall be adjusted every January 1, to reflect the rate most recently published by the IRS.

ARTICLE 15. OBSERVATION/EVALUATION PROCEDURES

Unit members shall be observed and evaluated by their immediate supervisor and/or designee at each school or administrative site according to the following schedule:

Probationary Employees:	1st formal observation and written evaluation by November 30th 2nd formal observation and written evaluation by February 15th
Permanent Employees:	1st formal observation by November 30th 2nd formal observation by March 1st Final evaluation by May 1st

The District shall determine the need for, the type of, and provide the necessary assistance to unit members for the purpose of improving their teaching competencies. If the immediate supervisor determines that a unit member is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Governing Board, the immediate supervisor shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The immediate supervisor shall continue to confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in his or her performance through a Certificated Growth Plan followed by participation in the Peer Assistance and Review (PAR) program.

A. Observation Procedures.

1. Frequency of Observations. A minimum of two (2) unannounced or announced classroom observations, at least twenty (20) minutes in length each, are required for each evaluation period.

   Additional announced or unannounced observations may be conducted at the immediate supervisor's discretion. The immediate supervisor or unit member may also request outside evaluation assistance from the Educational Services Department Head, if necessary, after the required two observations.

2. All classes may include observations in the areas of reading, language, math and one other subject selected by the immediate supervisor. A lesson plan will be provided by the unit member prior to the observation if requested by the immediate supervisor.

3. The immediate supervisor shall utilize the District approved form ("Observation Form") to compile all observation information. Additional pages may be affixed when necessary, but their addition must be indicated on the Observation Form. The Observation Form shall contain:

   a. The date, time and location of the observation;

b. A description of each of the two areas observed that are agreed upon by both the site administrator and the unit member; Probationary teachers will be observed utilizing the California Standards for the Teaching Profession (CSTP) Standard 1-Engaging & Supporting all Students in learning; Standard 2-Creating and maintaining an effective environment for student learning.

c. Suggestions for improvement where appropriate.

4. Within ten (10) days of an observation, the immediate supervisor shall meet with the unit member to discuss the observation and review the Observation Form. The Observation Form shall be signed by both the immediate supervisor and the unit member to indicate that the Observation Form has been reviewed by the unit member. A copy of the Observation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.

5. If the immediate supervisor determines that additional observations and conferences are necessary to maintain the level of competency expected of unit members, the site administrator shall increase the number of observations and conferences.

B. Final Evaluation Procedures

1. Frequency of Evaluation.

Probationary Employees: Unit members with probationary employment status shall be evaluated twice each school year.

a. Unit members who begin employment 30 duty days or less prior to the observation/evaluation deadline, will not be included in that evaluation cycle.

Permanent Employees: Unit members that have attained permanent employment status shall be evaluated at least once every other year.

If a unit member with permanent status receives an unsatisfactory evaluation, the District shall evaluate the unit member each school year until the unit member achieves a satisfactory evaluation or is separated from the District.

Unit members who are on leave for 30 duty days or more prior to an observation/evaluation deadline will not be included in that observation or evaluation unless the unit member chooses to be included. Members who miss their 1st and 2nd formal observation deadline as a result shall be observed and/or evaluated the following year.

Permanent Employees With Ten Years: Unit members that have attained permanent employment status, have been employed at least ten (10) years with the

District as of the first duty day of the current school year and whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by the Governing Board, will be evaluated every five years.

This does not eliminate an immediate supervisor's right to informally observe a teacher and make recommendations for improvement. Should an immediate supervisor determine that a unit member is not performing to standard at any time during the five-year period, the immediate supervisor may provide the teacher with notice that formal observations and evaluation will be implemented for the following school year.

The formal observation cycle will commence no later than October of the following school year.

The immediate supervisor shall utilize the District approved form ("Evaluation Form"). Additional pages may be affixed when necessary, but their addition must be indicated on the Evaluation form. The Evaluation Form shall contain a description of the areas evaluated and suggestions for improvement where appropriate.

2. The immediate supervisor shall meet with the unit member to review the Evaluation Form. The Evaluation Form shall be signed by both the site administrator and the unit member to indicate that the Evaluation Form has been reviewed by the unit member. A copy of the Evaluation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.

3. The unit member may prepare a written response to the evaluation, which will be attached to the Evaluation Form.

4. Unit members shall only be evaluated under the CTSP aligned evaluation process.

C. Informal Observation by Visitors other than District Administrators

The purpose of this language is to collaborate to minimize disruption to teaching and learning, and to protect the integrity of the evaluation process. In order to accomplish this purpose, the San Ysidro School District and the San Ysidro Education Association agree to the following regarding informal observations by visitors other than District administrators:

1. School administrators will be present during informal observations;

2. Visits to schools by those other than District administrators shall be announced in advance;

3. Information gathered during informal observations with visitors shall not be applied to unit members' evaluations;

4. Feedback from, and information gathered during informal observations will not be

disseminated in a manner which identifies unit members on an individual basis, except in those instances in which an individual unit member must be identified in order to obtain a benefits (i.e., special recognition, program incentives, etc…);

5. Informal observers shall not interrupt the teacher or students during instruction; and

6. Informal observations shall not add to, detract, or alter in any way, the agreed upon evaluation procedure in the current collective bargaining agreement between the parties.

D. During the 2022-2023 school year, the parties shall establish an advisory committee to develop and suggest revisions to the observation and evaluation forms included in Appendix G as well as to develop a standard performance improvement plan form. The committee shall consist of the Human Resources Department Head, two site Principals, two other administrators and five certificated staff to be selected by the Association. The committee shall begin meeting no later than March 1, 2023, so that the new forms may be presented to the bargaining teams in the 2023-2024 school year and possibly implemented for the 2024-2025 school year.

Notice of Change in Evaluation Cycle

DATE:

EMPLOYEE NAME:

SUPERVISOR NAME:

Pursuant to the Collective Bargaining Agreement, Article 15 B.1, this notice is to inform you that you will be formally observed and evaluated next school year in accordance with Article 15.A and every other school year after that. Please let your supervisor know if you would like to schedule a meeting to discuss this transition to the every other school year evaluation cycle.

ARTICLE 16. SAVINGS PROVISIONS

A. Each provision of the Agreement shall be interpreted and applied in a manner that is consistent with all other provisions of the Agreement.

B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 17. CONSULTATION/WORKLOAD

a. CONSULTATION

1. The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. Nothing in this provision shall be construed to limit the right of the District to consult with any employees or employee organizations on any matter outside the scope of representation.

2. The Superintendent and selected management team personnel shall meet once a month with Association Site Representatives and the Association President to insure the smooth implementation of the contract. Association Site Representatives shall be released at the end of the teaching day to attend these meetings.

3. The Association President or his/her designee will have a voting place on the Curriculum Advisory Group (CAG). The District agrees to consider any input provided by CAG.

4. Unit members' input into the design and development of staff development shall be enhanced by assigning a role in such design and development to the Curriculum Advisory Group ("CAG"). All CAG site representatives shall serve two-year terms. The CAG group shall consist of one unit member from each site and one unit member to represent each special assignment teacher group. Each site/group shall elect the representative and an alternate.

b. WORKLOAD

Unit members' workloads have been affected by changes in the instructional program. Both parties recognize the integrity of the contractual work day, and the necessity to assure that duties and responsibilities are adjusted downward when any new program or duty is added.

1. Because of the unique student population of the district, there are many programs, the successful, implementation of which requires the cooperation of unit members and the District administrative staff.

2. A program is a district-approved initiative that results in a significant or sustained change to curricula. This includes the adoption of new curricula or instructional models that require formal implementation and training.

3. For each program the District shall provide in writing to the SYEA President and to CAG (Curriculum Advisory Group) before the last 3 weeks of the school year

preceding any changes.

a. A brief description of the change in instructional program,

b. A description of all unit members involved with the change

c. The District shall provide a reasonable opportunity for unit member input prior to adopting educational program.

d. Approved programs must be prepared for implementation before the first work day of each school year. The District recognizes that program implementation is a gradual and flexible process. Unit members shall be provided opportunities throughout the school year for training and retraining on District-approved core and supplemental curriculum.

e. The District shall not establish any programs or procedures which will increase unit members' workload without providing reasonable assistance for unit members to handle this increased workload within the current contractual day.

f. Any materials, tools, and supplies that are required by the District for use in the classroom related to the changes in the content of courses and curriculum shall be provided by the District.

g. Science and Physical Education Enrichment teachers shall have a reasonably private, designated space at each school site to work and to house their materials. Access to this workspace shall be granted during designated times that align with their assigned teaching schedule at that specific site. They shall have a mailbox at each school site.

h. Participation in the administrative designee role is entirely voluntary. Unit members may freely accept or decline this designation without any negative consequences. If the unit member agrees to the assignment, the district is responsible for providing a substitute for their classroom, except in cases of emergencies. The administrative designee role will not include any supervisory responsibilities or authority over unit members, including – but not limited to – performance evaluations, formal observations, disciplinary actions, or the provision of formal or informal feedback.

ARTICLE 18. COMPENSATION AND FRINGE BENEFITS

A. Compensation.

The certificated salary schedule shall be increased by 1% effective January 1, 2026 and 2% effective July 1, 2026.

B. Immediately following the ratification of this Agreement by both parties, the following proposed hourly rates shall be effective. The rates shall be paid in accordance with past practice and apply to those professional assignments which occur outside the unit member's contractual duty day and are authorized by the site administrator and approved by the Governing Board. Such assignments would be in-district, unless otherwise authorized by the Superintendent or his/her designee, and the District shall be the sole determiner as to whether the activity is covered by this Article.

Student Contact Time: Hourly rate based on Range 3, Step 7 of the current salary schedule

Non-Student Contact Time: Hourly rate based on Range 3, Step 1 of the current salary schedule

C. Fringe Benefits:

1. Eligible employees may select the type of plan and carrier approved by the District for medical, dental, vision, and life insurance benefits.

2. The District on an annual basis shall establish a "pool" to implement the District's maximum contribution per eligible employee. All eligible District certificated employees shall be placed into one (1) combined pool. Effective January 1, 2026, the pool shall be equal, on an annualized basis to the product of twelve thousand two hundred sixty ($12,260) times the number of eligible employees. The utilization of a pool approach shall allow an individual eligible employee to receive a District contribution of less or more than twelve thousand two hundred sixty ($12,260) per year, but in no event shall the total amount contributed by the District be less than the product twelve thousand two hundred sixty ($12,260) times the number of eligible employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed twelve thousand two hundred sixty ($12,260) on a proportionate basis according to the full costs of their respective plans.

   Effective January 1, 2026, the pool shall be equal, on an annualized basis to the product of thirteen thousand two hundred sixty ($13,260) times the number of eligible employees. The utilization of a pool approach shall allow an individual eligible employee to receive a District contribution of less or more than thirteen thousand two hundred sixty ($13,260) per year, but in no event shall the total amount contributed by the District be less than the product thirteen thousand two hundred

sixty ($13,260) times the number of eligible employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed thirteen thousand two hundred sixty ($13,260) on a proportionate basis according to the full costs of their respective plans.

3. The District shall allow qualified unit members to enroll in the Medicare program.

4. As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth above in Section D.2, and at least as much as the total annual premium costs for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.

D. SPED Stipend: The SPED stipend shall be increased to $3,000 yearly beginning July 1, 2022 to all members holding a valid SPED credential and serving in a SPED assignment.

ARTICLE 19. RETIREMENT BENEFITS

A. Hospital and Medical Insurance for Retired Employees (Premium paid by Employee) Bargaining unit members 55 years of age or older after June 30, 1986, may elect to continue coverage in the District approved health insurance plan, upon retirement. The total costs of the health insurance premium will continue to be paid by the retired employee until reaching the age of 65.

1. A "retired employee" or "retiree" is defined, for purposes of this article, as a bargaining unit member who has retired for service or disability and is eligible for, or is receiving, a retirement allowance from the State Teachers' Retirement System or Public Employees' Retirement System.

2. At the time of retirement, the retiree must be enrolled in a District approved insurance plan with the benefit options desired after retirement.

3. The spouse of the retiree and/or dependents may be covered by the retiree provided they are enrolled as his/her dependents at the time of his/her retirement. Any family member who was the retiree's spouse or dependent but not enrolled at the time of retirement may be enrolled after the time of retirement provided there is no lapse in the retiree's enrollment in the District approved health insurance plan. A new spouse and/or dependent children may be enrolled only if the retiree acquires the new dependents through marriage, birth, and/or adoption after retirement.

4. Death of the retiree automatically cancels the District coverage for the surviving spouse and/or dependents.

5. Coverage for the retiree and any dependents shall cease on the last day of the month in which the retiree attains the age of 65.

6. It is the responsibility of the retiree to inform the District of a change of dependent status within 30 days of such change. Failure of the retiree to report a change will automatically result in loss of benefits. Resultant premium payments by the District will be the liability of the retiree.

7. A maximum of ten (10) monthly premiums must be received in the District business office on or before October 1st of each year.

B. Hospital and Medical Insurance for Retired Employees (Premium paid by District)

A bargaining unit member, 55 years of age or older, who retires on or after June 30, 1999, and has served 15 years in the San Ysidro School District will be eligible for 100% coverage in the current approved health insurance plan. The District will pay the cost of this health premium for retired employees under 65 until the retired employee reaches age 65.

1. Regulations referred to in sections 1 – 6 above are applicable to this plan.

2. When it becomes necessary for an employee to take disability retirement before reaching age 65 he/she will automatically become eligible for this benefit provided he/she has served a minimum of 15 years with the District.

An eligible bargaining unit member under this provision B, who retires and changes residence so that it is impossible for the retired employee to receive continued coverage under the District approved health insurance plan, shall have the option of having the District contribute directly to another health insurance carrier licensed and authorized to conduct business at the new residence of the retired employee. The District's contribution shall be the same amount as its contribution to the District approved health insurance plan. The retired employee shall give at least ninety (90) days prior written notice to the District of the desire to exercise the option under this provision 3.

ARTICLE 20: PERSONNEL FILES

A. Unit members, or a representative designated by the unit member, shall be entitled to inspect and obtain copies of materials in their personnel files, except for ratings, reports or records which were obtained prior to the employment of the unit member, or as otherwise excluded by law.

B. The term "disciplinary action" shall be defined as: (a) written reprimands, warnings or directives or any other written notices and information of a derogatory nature that reflect negatively on a unit member's performance which are placed in the employee's personnel file; or (b) written notices of unprofessional conduct, including persistent refusal to obey District regulations and a notice of evident unfitness for service.

C. Disciplinary action as defined in this article shall be taken only for just cause. The District shall take a corrective rather than punitive approach to discipline. Disciplinary action shall be progressive in nature, but the District may move immediately to higher levels of discipline for serious violations or major infractions.

D. Disciplinary action, shall not be entered or filed in the unit member's personnel file unless, and until, the unit member is given notice and an opportunity to review and comment thereon. Disciplinary action shall not be placed in the unit member's personnel file until ten (10) days after notification. A unit member shall have the right to respond or comment on any derogatory statement filed in his or her personnel file. Said response shall be attached to the derogatory statements.

E. Disciplinary action shall be removed if it was subject to the grievance process and was not sustained.

ARTICLE 21. INTERNS

A. For the purposes of this Article, an intern shall be defined as a bargaining unit member who holds a Short Term Staffing Permit, Provisional Internship Permit, or a District or University Intern credential.

B. Interns shall be placed on the lowest step and range of the certificated salary schedule.

C. The District may employ new interns annually in such numbers as needed in high need areas where fully credentialed, fully qualified applicants could not be found including, but not limited to, special education, psychologists, and speech and language pathologists. Interns cannot displace current unit members occupying such positions.

D. Interns shall have the opportunity to be voluntary participants in the PAR/BTSA Teacher Induction Program delineated in Article 22 of this Agreement.

E. All other terms and conditions of employment covered by this Agreement shall be provided to all interns.

ARTICLE 22. PEER ASSISTANCE AND PEER REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

A. Joint Committee

1. The Joint Committee shall consist of seven members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators on the Joint Committee.

2. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present, including at least three unit members and two administrators. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, teachers sitting on the Joint Committee shall receive an annual stipend of $1,500 to compensate for work performed outside the duty day resulting from their service as committee members.

3. The Joint Committee shall be responsible for the following:

   a. Providing annual training for the Joint Committee members, as needed.

   b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.

   c. Selecting the panel of Consulting Teachers

   d. Selecting trainers and/or training providers.

   e. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

   f. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

g. Making available the panel of Consulting Teachers for selection by the Participating Teacher.

h. Adopting Rules and Procedures to the effect of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

i. Making available a copy of the adopted Rules and Procedures to bargaining unit members and administrators, upon request.

j. Establishing application procedures for those seeking to become a Consulting Teacher.

k. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR, the budget available and other relevant considerations.

l. Reviewing the final report prepared by the Consulting Teacher and making annual recommendations to the Governing Board regarding the progress of each Referred Participating Teacher in the PAR Program.

m. Evaluating annually the impact of the PAR Program in order to improve the program.

n. Reviewing and updating the Rules and Procedures within the first trimester of each school year.

o. Distributing at the beginning of each school year, information regarding the services and positions available through the program to all bargaining unit members and administrators.

4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

5. Implementation of the program shall be guided by the Rules and Procedures adopted by the Joint Committee.

B. Participating Teachers

1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management,

knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation occurs when no less than three (50%) of the six standards for teaching professionals are marked unsatisfactory on the final evaluation. The process of the referral of teachers with an unsatisfactory final evaluation to the Join Committee will be the responsibility and function of the Human Resources Department and shall be completed within the last 20 days of the school year so that the Join Committee will have appropriate time to arrange for the assignment of a Consulting Teacher for the Referred Participating Teacher for assistance during the subsequent school year. Priority to receive assistance from Consulting Teachers shall be given to Referred Participating Teachers.

2. A Volunteer Participating Teacher is a teacher with permanent status who can benefit from the substantial assistance available through the PAR Programs as determined by the Joint Committee. An evaluator may recommend that a permanent teacher participate as a volunteer. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or participation in the PAR Program at any time. By a majority vote, a teacher shall be approved by the Joint Committee to receive assistance as a Volunteer Participating Teacher only if (and only for the period that) the Joint Committee determines that the program has sufficient capacity to serve the teacher.

3. With the approval of the Joint Committee: (1) a Referred Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee; and (2) a different Consulting Teacher may be selected to work with the Participating Teacher or the Consulting Teacher. The Joint Committee shall approve selections after considering the preferences of the Referred Participating Teacher and Consulting Teacher, and shall attempt to reasonably accommodate those preferences.

4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and shall not be shared with others, including the site principal, the evaluator or the Joint Committee, without the written consent of the Volunteer Participating Teacher.

5. A Referred Participating Teacher has the right be represented throughout these procedures by the Association representative of his or her choice. The preceding sentence is not intended to limit any existing right of unit members to be represented by an Association representative.

C. Consulting Teacher

1. A Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher or Volunteer Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications for appointment as a Consulting · Teacher:

   a. A permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment as a Consulting Teacher (K-8 Classroom Teachers, Reading Teachers, or Bilingual Resource Teachers).

   b. At least (5) five years of recent teaching experience in classroom instruction.

   c. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

2. In filling a position of Consulting Teacher, each applicant is required to submit the names of three references that shall be contacted by the Joint Committee. Each reference shall have specific knowledge of the applicant's expertise. At least one reference shall be the applicant's immediate supervisor (or- if the immediate supervisor has not served in that capacity for at least one year - an administrator selected by the applicant who is currently employed by the District or was with the District within the last two years). At least one reference shall be either a classroom teacher or an Association representative.

   All references shall be treated with confidentiality.

3. Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

4. In the event that a unit member is selected as a member of the Consulting Teacher panel but subsequently is moved from the bargaining unit, he/she shall be dropped from the program.

5. A Consulting Teacher shall be provided release time to the extent necessary to carry out his or her required functions. The term of the Consulting Teacher shall be three (3) years. While serving as a Consulting Teacher, the unit member must continue to teach at least 60% of the time in direct student instruction (i.e. service as a K-8 Classroom Teacher, Reading Teacher or Bilingual Resource

Teacher).

6. The Joint Committee may annually approve conferences or training to assist a Consulting Teacher in his or her work with the Participating Teachers or to allow the Participating Teacher to attend beneficial conferences or to take appropriate training. All allocations and expenditures by the Joint Committee shall be made within and in accordance with its budget.

7. Upon selection, the Consulting Teacher shall receive a one-time stipend of $500. In addition to the regular salary, a Consulting Teacher shall receive an annual stipend of $3,000 for each Referred Participating Teacher and $1,500 for each Volunteer Participating Teacher assigned to the Consulting Teacher. The stipend shall be prorated if the Consulting Teacher works with the Referred Participating Teacher or Volunteer Participating Teacher for less than a full year. The reduction and proration, however, shall not occur when a Consulting Teacher works with Referred Participating Teacher for a partial year because the Referred Participating Teacher successfully completes the PAR Program in less than one year.

8. Consulting Teachers shall have responsibility for no more than three (3) Volunteer Participating Teachers or two (2) Referred Participating Teachers, Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

9. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan, and a process for determining completion of the PAR Program.

10. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

11. The consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

12. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher recommends to the Joint Committee that the teaching performance of the Referred Participating Teacher is satisfactory, or the Joint Committee determines that the Referred Participating Teacher, after sustained assistance, has not been able to demonstrate satisfactory improvement. A copy of the Consulting Teacher's

report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee by the date set by the Joint Committee. The Referred Participating Teacher shall have fifteen (15) days to respond in writing to the final report of the Consulting Teacher before it is considered by the Joint Committee. The response shall be attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

13. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

14. Consulting Teachers shall be reimbursed for all travel expenses on the basis of the IRS mileage rate.

D. BTSA Support Provider

1. A BTSA Support Provider is a teacher selected by the Joint Committee to provide support to Beginning Teachers who have enrolled in an agency sponsored program to clear their preliminary credential. Agencies include any California credentialing authority with an approved Beginning Teacher Support Program such as local universities and/or the San Diego County Office of Education. Any applicant for a BTSA Support Provider shall satisfy the minimal requirements set by the then-applicable law and/or regulations. The selection process shall conform to applicable requirements and any consistent rules adopted by the Joint Committee. The application process shall also satisfy the requirements of programs C.2, C.3 and C.4.

2. The Joint Committee may fill a full-time BTSA Support Provider position with a qualified applicant. The term of this position shall be either two or three years, as determined by the Joint Committee. A teacher may not serve a second term as a full-time BTSA Support Provider unless the terms are separated by at least two years. The applicant must:

   a. Be a permanent credentialed classroom teacher working at least 60% of the time in direct student instruction during each of the last two years prior to accepting his or her assignment (K-8 Classroom Teacher, Reading Teacher, or Bilingual Resource Teacher).

b. Have at least (5) five years of recent teaching experience in classroom instruction.

c. Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

3. The Joint Committee, if necessary, may also select additional unit members to be BTSA Support Providers. Each additional support provider shall have responsibly for no more than three (3) Beginning Teachers. They shall be provided release time to the extent necessary to carry out his or her functions. The term shall be three years.

4. The full-time BTSA Support Provider shall be compensated by the agency that the Beginning Teacher has commissioned to clear their preliminary credential and at the rate established by the agency. The Beginning Teacher will be solely responsible for the enrollment in, payment for, and completion of an agency sponsored program to clear the preliminary credential.

5. The BTSA Support Provider shall comply with all regulations with respect to the type and frequency of support for the Beginning Teacher, and shall complete all required forms, paperwork, or other documentation of support services.

6. BTSA Support Providers shall be assigned to Beginning Teachers by the Joint Committee.

E. The District shall provide unit members serving under this Article with protection from liability and access to defense as required by the California Peer Assistance and Review Program for Teachers (Education Code 44500 et. seq.).

F. Legal requirements

1. The parties agree that this PAR program must comply with applicable law.

2. If state funding for the PAR program is discontinued, the program shall be discontinued.

G. Functions performed pursuant to this Article by bargaining unit employees shall not constitute their management or supervisory functions. The Consulting Teachers and BTSA Support Providers shall continue to have all rights of bargaining unit members.

ARTICLE 23. YEAR ROUND EDUCATION PROGRAM

A. The District and the Association acknowledge that the District does not currently utilize a year round education calendar at any of its school sites. The Association agrees that the District retains the right to establish and implement an annual year round education calendar. Should the District decide to establish an annual year round education calendar, the District and the Association agree to meet and negotiate the effect of such a decision on matters within the scope of the Association's representation that are not otherwise addressed by this Article 23.

B. If the District determines that a unit member needs to work additional days in the unit member's current position, the unit member shall receive pro rata salary based on the unit member's regular annual salary divided by the annual number of work days (daily rate). Any position to have such additional work days shall be offered to the unit member in the position. The number of additional work days in any year shall not exceed twenty.

C. Any unit member who is employed as a substitute on a day that is not a regularly assigned work day for the unit member shall be paid at the regular rate for a substitute. No unit member may work as a substitute on a day that is a regularly assigned work day for the unit member.

ARTICLE 24. PUBLIC COMPLAINTS

A. This Article shall govern public complaints about unit members including complaints made by parents, guardians, members of the public, other certificated bargaining unit members, and pupils.

B. The District shall encourage parents, guardians, members of the public, and other certificated bargaining unit members to resolve concerns through personal discussions with unit members before filing formal written complaints. If the complainant requests a meeting, the unit member and complainant shall meet at a mutually convenient time.

C. Within five (5) duty days of learning of a verbal or written complaint, the site administrator/supervisor shall notify the unit member against whom the complaint is lodged. Where such time as the public complaint is submitted before a break (fall/spring/summer), the five (5) duty days shall toll during the break period. The supervisor shall make an effort to resolve such concerns and complaints immediately. Resolution of verbal or written concerns or complaints shall include notification to the unit member that indicates:

1. The concern or complaint was without merit and dropped; or

2. The concern or complaint had merit and was resolved; or

3. Further action may be taken pursuant to this or other appropriate articles of this Agreement.

If steps under Section 24, C are not followed in regards to verbal or written concerns or complaints, these concerns or complaints shall not be used in evaluation or Disciplinary Action, as defined in Article 20.

D. Should the site administrator/supervisor or involved unit member conclude that the allegations in the public complaint warrant a meeting (and a meeting has not already occurred under 24.B.), the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant at a mutually convenient time. If necessary, a language interpreter agreed upon by the unit member and the complainant will also be allowed to attend the meeting. In the event the immediate supervisor or any other administrator presides over the meeting, the unit member shall have the right to attend the meeting with a representative of the bargaining unit present. If the unit member chooses to exercise this right, he or she shall notify the administrator/ immediate supervisor of the unit member's intention to attend the meeting with the representative present. Where the unit member reasonably believes that the meeting will result in disciplinary action, the representative may be present to assist the employee; however, the District has the discretion to require the unit member to provide his or her own account

of the events giving rise to the public complaint.

E. Should the unit member decline to engage in a meeting under section D of this Article, the unit member shall inform the site administrator/supervisor in writing within 24 hours of the request for such a meeting. Declining to meet with the complainant shall not be a presumption of guilt nor innocence to the allegations.

F. If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response shall be provided at the conclusion of the investigation.

Where such concerns or complaints are not resolved within ten (10) duty days after notification of the unit member, such concerns or complaints shall be either dropped or the procedures below shall be invoked.

1. Within thirty (30) duty days after the complaint surfaced, the administrator/immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/her designee. Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies shall be provided to the unit member prior to the implementation of any disciplinary action.

2. A bargaining unit member has the right to a conference with the immediate supervisor to discuss the resolution of any complaint filed under this article.

3. The Superintendent or his/her designee shall make the determination as to the disposition of the matter, as soon as is reasonably possible and in no event later than ten (10) duty days after the receipt of the report. The complainant shall then be informed of the disposition of the matter.

4. If all steps under 24. F are not followed in regards to verbal or written concerns or complaints, then these concerns or complaints shall not be used in evaluation or Disciplinary action, as defined in Article 20.

5. Materials 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 any material that is placed in the file. This does not preclude the unit member from filing a grievance regarding this matter under Article 7, Grievance Procedure, of this Agreement.

G. The unit member shall have the right to enter and have attached to the complaint his or her own comments thereon. The unit member shall be permitted to review the complaint

during normal business hours, and the unit member shall be released from duty for that purpose without salary reduction.

H. All information or proceedings regarding any complaint shall be kept confidential as required by law.

I. This Article is inapplicable to any complaint that involves alleged civil or criminal misconduct, is subject to investigation by law enforcement or other governmental agency, or involves allegations related to sexual harassment and/or discrimination.

ARTICLE 25. EFFECT OF AGREEMENT

A. The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. Additionally, if legislation is passed that impacts the terms and conditions of this Agreement, the District and the Association agree to meet and negotiate the impact of such legislation.

B. The District and the Association also 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 a procedure expressly allowing same stated in this Agreement. The District agrees during the term of this Agreement that it shall not reduce, change or eliminate any working condition within the scope of collective bargaining as defined by the Government Code without first notifying the Association in writing and, if requested, negotiating the issue with the Association.

C. The Association hereby clearly and unequivocally waives all of its rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this agreement.

ARTICLE 26. SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

ARTICLE 27. NEW BARGAINING UNIT MEMBER BASIC ORIENTATION INFORMATION

A. New Bargaining Unit Member Orientation

1. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

2. The District shall provide SYEA mandatory access to its new employee orientations. SYEA shall not receive less than ten (10) days' notice in advance of any such orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable. Every new unit member shall have either a group orientation or one-on-one orientation. To the extent possible, the District shall collaborate with the Association regarding the logistics, time, place, and agenda of orientations.

   i. In the event the District conducts a group orientation, SYEA shall have up to (1.5) hours for up to two (2) SYEA representatives selected by SYEA 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. District administration and personnel will excuse themselves during Association time.

   ii. In the event the District conducts one-on-one orientations with new employees, SYEA shall have up to 1 hour for one (1) SYEA representative to conduct its own orientation session. 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. District administration and personnel will excuse themselves during Association time.

   iii. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

   iv. The specified Association members shall have District-paid release time to attend and participate in the new bargaining unit member orientations/onboarding meetings, if any orientation/onboarding meeting is held during contractual work hours. This time is in addition to the time afforded to the Association in Article 8, Section L Leaves.

v. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

B. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president and the Membership Chair in digital Excel 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 on file
4. Personal (non-District) Email Addresses on file
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.)

C. Bargaining Unit Member Information

In addition, the District shall also provide SYEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information shall be provided to the Association president and the Membership Chair the following information in digital Excel format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work and cellular on file
4. Personal (non-District) Email Addresses on file
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. An indication of whether the District is deducting dues for membership

D. Dispute Resolution

Violations of this article shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

ARTICLE 28. TERM

A. This Agreement shall be effective from July 1, 2025 through June 30, 2027 subject to the parties' right to negotiate as provided below.

B. The parties may mutually agree to reopen any article during the period covered by this agreement.

Date: 11/5/2025

For San Ysidro School District:

Date: Nov. 5, 2025

For San Ysidro Education Association

APPENDIX A
SALARY RULES AND REGULATIONS

A. Bargaining unit members shall be paid a salary based upon the corresponding salary schedule irrespective of class size, specialized nature of the class, number of hours per day of actual work, or hours needed for successful preparation in accordance with Article 5, Article 10 and Article 11 of the existing Agreement between the bargaining unit and the District.

B. The Superintendent or his/her designee shall make the initial salary placement of certificated employees upon the appropriate range and step in accordance with the policies, regulations, and other regulatory legislation affecting District salaries.

C. Effective beginning with the 1997-98 school year, and to be applied prospectively, public, private school, Peace Corp, Vista, Teacher Corp, or military based school K-12 classroom teaching experience shall be granted credit for experience if such experience was accompanied by a valid California Teaching Credential, valid Reciprocal credential, or a valid State (U.S.) teaching credential accompanied by a bachelor, master, or doctoral degree. Appropriate Grade placement shall be made in accordance with the units and degree requirements, appearing on the Board approved salary schedule, regulating the salary schedule Grade placement.

D. Initial placement on the salary schedule shall be reviewed with the teacher within ten (10) duty days after District's receipt of his/her transcripts. The teacher shall bear the responsibility for providing the District with an official copy of the college/university transcripts for initial salary placement prior to beginning employment. All transcripts must be from an institution of higher learning accredited by the Western Association of Schools and Colleges, or a regional Association affiliate.

E. Initial and subsequent placement credit on the salary schedule shall be governed by those units obtained after the teacher receives their B.A. or B.S. degree. Credit shall only be given for course work denoting satisfactory course completion. Official verification of satisfactory course work completion shall be the responsibility of the member seeking salary schedule credit.

F. Salary schedule credit shall not be given for any undergraduate or graduate courses where the course identification number, title, and content are the same. If the teacher seeks salary credit for duplicated course work (same identification number, title and content) it shall be incumbent upon the member to obtain written verification from the college/university admission and records office and the academic department head that the course content differed.

G. After initial salary schedule placement, salary schedule credit shall be given for all graduate and undergraduate academic coursework directly associated with Board approved and/or recognized District programs, curriculum, professional development

in the field of elementary or secondary education.

H. For the purpose of obtaining salary schedule credit, all coursework credit received by the District Human Resources Department shall be effective the first of the following month.

I. Permit teachers obtaining their A.A. or B.A. degree shall receive salary schedule credit for advancement on the Permit Teacher's Salary Schedule as per this Agreement.

J. Members are encouraged to contact the Human Resources Department immediately if they have been improperly placed on the salary schedule. The members may, after consulting with the Human Resources Department regarding salary schedule placement, file a grievance if it is still believed that the Human Resources Department is in error.

K. Salary schedule credit may be given for teaching if the teacher has substituted for a minimum of 75% of the school year in a continuous assignment. The credit shall be given in accordance with the Education Code.

L. Permit Teachers who are employed as regular K-8 teachers shall be granted up to five (5) years' experience (on a year to year basis) for teaching in the San Ysidro School preschool program.

M. Unit members must have rendered paid service for 75% or more of the number of days in the regular school year to be eligible for full credit at initial placement and to advance one vertical step on the salary schedule each year.

APPENDIX B
CLAD/BCLAD COMPENSATION

A. BCLAD Stipend

Beginning the 2019-2020 school year, a member of the bargaining unit who holds a valid teaching credential and who has acquired bilingual proficiency, as evidenced by the acquisition of a Specialist Credential in Bilingual Cross-cultural Instruction, Bilingual Certificate of Competence, Multiple Subject Teaching Credential with Bilingual Cross-cultural Emphasis, Bilingual Cross-cultural, Language, and Academic Development (BCLAD) authorization, or equivalent, issued by the Commission on Teacher Credentialing, shall receive an annual stipend of $1,400.

B. A unit member who holds a Services Credential and who has acquired bilingual proficiency as evidenced by successfully completing the Bilingual Cross-cultural Language and Academic Development (BCLAD) Examination or equivalent as determined by the District, shall receive an annual stipend of $1,400.

C. CLAD Stipend

A member of the bargaining unit who holds a valid teaching credential and has acquired the Language Development Specialist Certificate, the Cross Cultural, Language, Academic Development Authorization, or equivalent, shall receive an annual stipend as follows:

1. A unit member that is receiving the CLAD stipend as of July 1, 2007 shall continue to receive an annual stipend of $500.

2. A unit member employed by the District after January 1, 2008 shall not receive an annual stipend for CLAD.

Any such credential or certificate must be on file with the Human Resources Department and recorded with the California Department of Education, San Diego County. Failure to comply with this requirement shall result in a forfeiture of the "CLAD/BCLAD Compensation" for the period of time in which the credential or certificate is not current and valid.

This provision does not apply to preschool or child care permit teachers.

APPENDIX C

San Ysidro School District
Teacher Schedule
Salary Administration Plan 003
Annual

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	$ 60,984.35	$ 60,984.35	$ 64,000.92	$ 67,232.12	$ 70,503.88
2	$ 60,984.35	$ 60,984.35	$ 66,643.20	$ 69,907.11	$ 73,210.28
3	$ 60,984.35	$ 66,071.30	$ 69,295.94	$ 72,578.17	$ 75,904.90
4	$ 65,490.23	$ 68,691.32	$ 71,940.84	$ 75,240.08	$ 78,603.45
5	$ 68,089.31	$ 71,310.05	$ 74,597.52	$ 77,925.55	$ 81,303.32
6	$ 70,676.63	$ 73,945.78	$ 77,245.03	$ 80,599.24	$ 84,007.11
7	$ 73,275.72	$ 76,563.18	$ 79,895.15	$ 83,275.53	$ 86,712.19
**8	$ 75,876.12	$ 79,183.21	$ 82,542.66	$ 85,947.91	$ 89,400.28
9	$ 78,481.75	$ 81,815.03	$ 85,194.09	$ 88,624.22	$ 92,105.38
+10	$ 81,080.83	$ 84,435.04	$ 87,849.46	$ 91,297.91	$ 94,807.85
11	$ 81,080.83	$ 87,057.69	$ 90,490.42	$ 93,972.90	$ 97,510.33
^12	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 96,649.20	$ 100,211.49
13	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 102,009.65	$ 102,906.12
14	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 102,009.65	$ 108,468.12
15	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 102,009.65	$ 108,468.12
16	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 102,009.65	$ 108,468.12
17	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 105,681.88	$ 112,371.98
18	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 105,681.88	$ 112,371.98
19	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 105,681.88	$ 112,371.98
20	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 105,681.88	$ 112,371.98
21	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 109,487.60	$ 116,417.19
22	$ 81,080.83	$ 87,057.69	$ 93,143.18	$ 113,428.11	$ 120,608.97

Grade 1 Valid California Credential - Bachelor's Degree
** Maximum increment for Bachelor's Degree
+ Maximum increment for Bachelor's Degree plus 15 semester units

Grade 2 Valid California Credential - Bachelor's Degree plus 30 semester units

Grade 3 Valid California Credential - Bachelor's Degree plus 45 semester units or Master's Degree
^ Step 12 maximum step without Master's Degree

Grade 4 Valid California Credential - Bachelor's Degree plus 60 semester units

Grade 5 Valid California Credential - Bachelor's Degree plus 60 semester units including Master's Degree

Annual Stipends effective 07/01/2022

$ 1,400.00 BCLAD stipend for unit members holding a BCLAD credential
$ 3,000.00 SPED stipend for unit members holding a valid SPED credential and serving in a SPED assignment
$ 500.00 CLAD stipend for unit members hired before 07/01/07 and holding CLAD credential

Effective: 01/01/2025 Board approved: 03/05/2024 2% increase from 01/01/2025

San Ysidro School District
Itinerant Schedule
Salary Administration Plan 096
Annual

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	$ 67,633.62	$ 67,633.62	$ 70,979.08	$ 74,562.58	$ 78,191.07
2	$ 67,633.62	$ 67,633.62	$ 73,909.45	$ 77,529.23	$ 81,192.57
3	$ 67,633.62	$ 73,275.19	$ 76,851.44	$ 80,491.54	$ 84,180.99
4	$ 72,630.78	$ 76,180.89	$ 79,784.70	$ 83,443.68	$ 87,173.77
5	$ 75,513.25	$ 79,085.13	$ 82,731.04	$ 86,421.94	$ 90,168.00
6	$ 78,382.66	$ 82,008.25	$ 85,667.22	$ 89,387.15	$ 93,166.59
7	$ 81,265.14	$ 84,911.04	$ 88,606.29	$ 92,355.26	$ 96,166.63
**8	$ 84,149.05	$ 87,816.73	$ 91,542.48	$ 95,319.01	$ 99,147.79
9	$ 87,038.79	$ 90,735.49	$ 94,483.01	$ 98,287.11	$ 102,147.83
+10	$ 89,921.26	$ 93,641.19	$ 97,427.89	$ 101,252.32	$ 105,144.95
11	$ 89,921.26	$ 96,549.79	$ 100,356.81	$ 104,218.97	$ 108,142.09
^12	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 107,187.08	$ 111,137.78
13	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 113,132.00	$ 114,126.20
14	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 113,132.00	$ 120,294.63
15	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 113,132.00	$ 120,294.63
16	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 113,132.00	$ 120,294.63
17	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 117,204.61	$ 124,624.15
18	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 117,204.61	$ 124,624.15
19	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 117,204.61	$ 124,624.15
20	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 117,204.61	$ 124,624.15
21	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 121,425.28	$ 129,110.42
22	$ 89,921.26	$ 96,549.79	$ 103,298.78	$ 125,795.44	$ 133,759.25

Grade 1 Valid California Credential - Bachelor's Degree
** Maximum increment for Bachelor's Degree
+ Maximum increment for Bachelor's Degree plus 15 semester units

Grade 2 Valid California Credential - Bachelor's Degree plus 30 semester units

Grade 3 Valid California Credential - Bachelor's Degree plus 45 semester units or Master's Degree
^ Step 12 maximum step without Master's Degree

Grade 4 Valid California Credential - Bachelor's Degree plus 60 semester units

Grade 5 Valid California Credential - Bachelor's Degree plus 60 semester units including Master's Degree

Annual Stipends effective 07/01/2022

$ 1,400.00 BCLAD stipend for unit members holding a BCLAD credential
$ 3,000.00 SPED stipend for unit members holding a valid SPED credential and serving in a SPED assignment
$ 500.00 CLAD stipend for unit members hired before 07/01/07 and holding CLAD credential

Effective: 01/01/2025 2% increase from 01/01/2025
Board approved: 03/05/2024

APPENDIX D

San Ysidro School District
Certificated Permit Teacher Schedule
Salary Administration Plan 004
Annual

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	$ 35,155.75	$ 36,548.21	$ 37,951.14	$ 39,351.46	$ 40,736.07
2	$ 36,548.21	$ 37,951.14	$ 39,351.46	$ 40,736.07	$ 42,135.08
3	$ 37,951.14	$ 39,351.46	$ 40,736.07	$ 42,135.08	$ 43,540.62
4	$ 39,351.46	$ 40,923.22	$ 42,135.08	$ 43,540.62	$ 44,935.70
5	$ 40,736.07	$ 42,135.08	$ 43,540.62	$ 44,935.70	$ 46,350.41
6	$ 42,135.08	$ 43,540.62	$ 44,935.70	$ 46,350.42	$ 47,741.57
7	$ 43,540.62	$ 44,935.70	$ 46,350.41	$ 47,741.57	$ 49,135.34
8	$ 43,540.62	$ 46,350.41	$ 47,741.57	$ 49,135.34	$ 50,577.53
9	$ 43,540.62	$ 46,350.41	$ 49,135.34	$ 50,577.53	$ 52,026.27
10	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
11	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
12	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
13	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
14	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
15	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
16	$ 43,540.62	$ 46,350.41	$ 50,577.53	$ 52,026.27	$ 53,897.72
17	$ 43,540.62	$ 46,350.41	$ 52,397.94	$ 53,897.72	$ 55,838.53
18	$ 43,540.62	$ 46,350.41	$ 52,397.94	$ 53,897.72	$ 55,838.53
19	$ 43,540.62	$ 46,350.41	$ 52,397.94	$ 53,897.72	$ 55,838.53
20	$ 43,540.62	$ 46,350.41	$ 52,397.94	$ 53,897.72	$ 55,838.53
21	$ 43,540.62	$ 46,350.41	$ 54,285.09	$ 55,838.53	$ 57,848.70
22	$ 43,540.62	$ 46,350.41	$ 56,238.99	$ 57,848.70	$ 59,931.25

Grade 1 Permit Teacher

Grade 2 Permit Teacher with A.A. Degree leading to B.A. Degree

Grade 3 Permit Teacher with A.A. Degree plus 30 semester units leading to B.A. Degree

Grade 4 Permit Teacher with B.A. Degree

Grade 5 Permit Teacher with Masters Degree

Effective: 01/01/2025 2% increase from 01/01/2025
Board approved: 03/05/2024

APPENDIX E
DISTRICT STIPENDS

SAN YSIDRO SCHOOL DISTRICT
EXTRACURRICULAR DISTRICT STIPENDS

ACTIVITY	STIPEND	SITE
Associated Student Body	$2,000.00	All Middle Schools
Music Director	$1,500.00	All Middle Schools
After School Intramural Sports*	$1,500.00	All Middle Schools
After School Intramural Sports*	$800.00	Elementary Schools
Clubs	$800.00	All Schools
Visual & Performing Arts	$1,500.00	All Schools
Spelling Bee Coordinator	$500.00	All Schools
Site Technology Coordinator	$1,500.00	All Schools
6th Grade Camp	$150.00 per day	All Schools
6th Grade Camp Lead	$500.00 in addition to receiving the 6th Grade Camp stipend in D	All Schools

*Excluding Pathway Program activities.

Revised effective 07/01/2023

APPENDIX F
CALENDARS

2025 SAN YSIDRO SCHOOL DISTRICT TEACHER & SCHOOL NURSE WORK CALENDAR 2026

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings (tentative, may be altered as result of labor negotiations):
July		1	2	3	4			7/4 - Independence Day - Legal Holiday	
2025	7	8	9	10	11			7/23 - Staff Development	
	14	15	16	17	18			7/24 - Teacher Prep	
	21	22	23	24	25			7/25 - AM Staff Development - PM Teacher Prep	
	28	29	30	31		4	7	7/28 - First Day for Students	
August					1				Staff Mtg./Principal Directed
2025	4	5	6	7	8				Tch. Prep/Individual Planning
	11	12	13	14	15				Grade Level/Teacher Collaboration
	18	19	20	21	22				Tch. Prep/Individual Planning
	25	26	27	28	29	21	21		CCSS PLC/Principal Directed
September	1	2	3	4	5			9/1 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
2025	8	9	10	11	12				CCSS PLC/Principal Directed
	15	16	17	18	19			9/19 - Progress Report #1 (middle schools)	Tch. Prep/Individual Planning
	22	23	24	25	26			9/22 - 10/3 Fall Break	
	29	30				14	14		
October			1	2	3			10/6 - AM Staff Development - PM Teacher Prep	
2025	6	7	8	9	10			10/7 - Students Return	Staff Mtg./Principal Directed
	13	14	15	16	17				Grade Level/Teacher Collaboration
	20	21	22	23	24			10/20 - 10/24 Preschool Parent Conferences	CCSS PLC/Principal Directed
	27	28	29	30	31	19	20	10/31 - End of first trimester (58 days - elementary schools)	Tch. Prep/Individual Planning
November	3	4	5	6	7				Staff Mtg./Principal Directed
2025	10	11	12	13	14			11/11 - Veteran's Day - Legal Holiday	Grade Level/Teacher Collaboration
	17	18	19	20	21			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December	1	2	3	4	5				CCSS PLC/Principal Directed
2025	8	9	10	11	12			12/19 - End of first semester (87 days - middle schools)	Tch. Prep/Individual Planning
	15	16	17	18	19			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January				1	2			1/1 - New Year's Day - Legal Holiday	
2026	5	6	7	8	9			1/12 - AM Staff Development - PM Teacher Prep	
	12	13	14	15	16			1/13 - Students Return	Grade Level/Teacher Collaboration
	19	20	21	22	23			1/19 - Martin Luther King Jr. - Legal Holiday	CCSS PLC/Principal Directed
	26	27	28	29	30	13	14		Tch. Prep/Individual Planning
February	2	3	4	5	6				Staff Mtg./Principal Directed
2026	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	20			2/16 - Washington Day - Legal Holiday	Grade Level/Teacher Collaboration
	23	24	25	26	27	18	18		CCSS PLC/Principal Directed
March	2	3	4	5	6			3/6 - End of second trimester (65 days - elementary schools)	Tch. Prep/Individual Planning
2026	9	10	11	12	13			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	20			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April			1	2	3				
2026	6	7	8	9	10			4/6 - Students Return	Grade Level/Teacher Collaboration
	13	14	15	16	17			4/13 - 4/17 Preschool Parent Conferences	CCSS PLC/Principal Directed
	20	21	22	23	24				Tch. Prep/Individual Planning
	27	28	29	30		19	19		
May					1				Staff Mtg./Principal Directed
2026	4	5	6	7	8				Grade Level/Teacher Collaboration
	11	12	13	14	15				CCSS PLC/Principal Directed
	18	19	20	21	22				Tch. Prep/Individual Planning
	25	26	27	28	29	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June	1	2	3	4	5			6/10 - End of third trimester (57 days - elementary schools)	
2026	8	9	10	11	12			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	19			6/11 - AM Staff Development - PM Teacher Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	9		
						180	186		

◇ First/Last Day for Students ○ Student Minimum Days ▭ Legal/Local Holidays

School Closed

[ ] End of trimester / semester △ Pupil free day (tentative - may be altered as result of labor negotiations)

Board Approved: 04/10/2025

Subject to modification if required by Collective Bargaining

2025 SAN YSIDRO SCHOOL DISTRICT COUNSELORS 2026

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings (tentative, may be altered as result of labor negotiations):
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25			7/25 - AM Staff Development - PM Prep	
	28	29	30	31		4	10	7/28 - First Day for Students	
August 2025					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	21	21		
September 2025	1	2	3	4	5			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	12				
	15	16	17	18	19			9/19 - Progress Report #1 (middle schools)	
	22	23	24	25	26			9/22 - 10/3 Fall Break	
	29	30				14	14		
October 2025			1	2	3			10/6 - AM Staff Development - PM Prep	
	6	7	8	9	10			10/7 - Students Return	Staff Mtg./Principal Directed
	13	14	15	16	17				
	20	21	22	23	24			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	31	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	7				Staff Mtg./Principal Directed
	10	11	12	13	14			11/11 - Veteran's Day - Legal Holiday	
	17	18	19	20	21			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	5				
	8	9	10	11	12			12/19 - End of first semester (87 days - middle schools)	
	15	16	17	18	19			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January 2026				1	2			1/1 - New Year's Day - Legal Holiday	
	5	6	7	8	9			1/12 - AM Staff Development - PM Prep	
	12	13	14	15	16			1/13 - Students Return	
	19	20	21	22	23			1/19 - Martin Luther King Jr. - Legal Holiday	
	26	27	28	29	30	13	14		
February 2026	2	3	4	5	6				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	20			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	27	18	18		
March 2026	2	3	4	5	6			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	13			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	20			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	10			4/6 - Students Return	
	13	14	15	16	17			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	24				
	27	28	29	30		19	19		
May 2026					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	5			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	12			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	19			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	11		
						180	191		

First/Last Day for Students; Student Minimum Days; Legal/Local Holidays; End of trimester / semester; Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 04/10/2025

Subject to modification if required by Collective Bargaining

2025 SAN YSIDRO SCHOOL DISTRICT PSYCHOLOGISTS 2026

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Frl. Minimum Day Meetings (tentative, may be altered as result of labor negotiations):
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25			7/25 - AM Staff Development - PM Prep	
	28	29	30	31		4	9	7/28 - First Day for Students	
August 2025					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	21	21		
September 2025	1	2	3	4	5			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	12				
	15	16	17	18	19			9/19 - Progress Report #1 (middle schools)	
	22	23	24	25	26			9/22 - 10/3 Fall Break	
	29	30				14	14		
October 2025			1	2	3			10/6 - AM Staff Development - PM Prep	
	6	7	8	9	10			10/7 - Students Return	Staff Mtg./Principal Directed
	13	14	15	16	17				
	20	21	22	23	24			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	31	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	7				Staff Mtg./Principal Directed
	10	11	12	13	14			11/11 - Veteran's Day - Legal Holiday	
	17	18	19	20	21			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	5				
	8	9	10	11	12			12/19 - End of first semester (87 days - middle schools)	
	15	16	17	18	19			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January 2026				1	2			1/1 - New Year's Day - Legal Holiday	
	5	6	7	8	9			1/12 - AM Staff Development - PM Prep	
	12	13	14	15	16			1/13 - Students Return	
	19	20	21	22	23			1/19 - Martin Luther King Jr. - Legal Holiday	
	26	27	28	29	30	13	14		
February 2026	2	3	4	5	6				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	20			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	27	18	18		
March 2026	2	3	4	5	6			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	13			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	20			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	10			4/6 - Students Return	
	13	14	15	16	17			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	24				
	27	28	29	30		19	19		
May 2026					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	5			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	12			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	19			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	12		
						180	191		

First/Last Day for Students; Student Minimum Days; Legal/Local Holidays; End of trimester / semester; Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 04/10/2025

Subject to modification if required by Collective Bargaining

2025 SAN YSIDRO SCHOOL DISTRICT 2026

SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings (tentative, may be altered as result of labor negotiations):
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25			7/25 - AM Staff Development - PM Prep	
	28	29	30	31		4	7	7/28 - First Day for Students	
August 2025					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	21	21		
September 2025	1	2	3	4	5			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	12				
	15	16	17	18	19			9/19 - Progress Report #1 (middle schools)	
	22	23	24	25	26			9/22 - 10/3 Fall Break	
	29	30				14	14		
October 2025			1	2	3			10/6 - AM Staff Development - PM Prep	
	6	7	8	9	10			10/7 - Students Return	Staff Mtg./Principal Directed
	13	14	15	16	17				
	20	21	22	23	24			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	31	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	7				Staff Mtg./Principal Directed
	10	11	12	13	14			11/11 - Veteran's Day - Legal Holiday	
	17	18	19	20	21			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	5				
	8	9	10	11	12			12/19 - End of first semester (87 days - middle schools)	
	15	16	17	18	19			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January 2026				1	2			1/1 - New Year's Day - Legal Holiday	
	5	6	7	8	9			1/12 - AM Staff Development - PM Prep	
	12	13	14	15	16			1/13 - Students Return	
	19	20	21	22	23			1/19 - Martin Luther King Jr. - Legal Holiday	
	26	27	28	29	30	13	14		
February 2026	2	3	4	5	6				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	20			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	27	18	18		
March 2026	2	3	4	5	6			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	13			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	20			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	10			4/6 - Students Return	
	13	14	15	16	17			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	24				
	27	28	29	30		19	19		
May 2026					1				Staff Mtg./Principal Directed
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	5			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	12			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	19			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	14		
						180	191		

First/Last Day for Students; Student Minimum Days; Legal/Local Holidays; School Closed

End of trimester / semester; Pupil free day (tentative - may be altered as result of labor negotiations)

Board Approved: 04/10/2025

Subject to modification if required by Collective Bargaining

APPENDIX G

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

Administrator_____ ☐ **Scheduled** ☐ **Unannounced**

School _____**Time:**_____**to**_____ **Grade/Subject** _____**Room:** _____

Standards to be Observed:

☐ **Standard I** ☐ **Standard II** ☐ **Standard III** ☐ **Standard IV** ☐ **Standard V**

***Temporary and Probationary I and II teachers select standards 1 and 2**

Standard VI - Not observed during lesson – To be used in all evaluations

Rating Definitions

- Exceeds Professional Standards: Consistently exceeds the professional standards of competence.
- Consistent with Professional Standards: Meets and occasionally exceeds professional standards of competence.
- Approaching Standards: Needs Improvement – Approaching the Professional Standards of Competence. (*Support Provided / May Lead to an Assistance Plan*)
- Does not Meet Minimum Standards: Unsatisfactory – Does not meet the professional standards of competence. (**Assistance Plan Required*)

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard I: Engages and Supports All Students in Learning	☐	☐	☐	☐	☐
☐ Connects students' prior knowledge, life experience, and interests with learning goals. ☐ Uses a variety of instructional strategies and resources to respond to students' diverse needs. ☐ Facilitates learning experiences that promote autonomy, interaction, and choice. ☐ Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. ☐ Promotes self-directed, reflective learning for all students.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard II: Creates and Maintains Effective Environment for Student Learning	☐	☐	☐	☐	☐
☐ Creates a physical environment that engages all students. ☐ Establishes a climate that promotes fairness and respect. ☐ Promotes social development and group responsibility. ☐ Establishes and maintains standards for student behavior. ☐ Plans and implements classroom procedures and routines that support student learning.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard III: Understands and Organizes Subject Matter for Student Learning	☐	☐	☐	☐	☐
☐ Demonstrates knowledge of subject matter content and student development. ☐ Organizes curriculum to support student understanding of subject matter. ☐ Interrelated ideas and information within and across subject matter. ☐ Develops student understanding through instructional strategies that are appropriate to the subject matter. ☐ Uses materials, resources and technologies to make subject matter accessible to students.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard IV: Plans Instruction and Designs Learning Experiences for All Students	☐	☐	☐	☐	☐
☐ Draws on and values students' backgrounds, interests, and developmental learning needs. ☐ Establishes and articulates goals for student learning. ☐ Designs long and short term plans to foster student learning. ☐ Modifies instructional plans to foster student learning.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard V: Assesses Student Learning	☐	☐	☐	☐	☐
☐ Establishes and communicates learning goals for all students. ☐ Collects and uses multiple sources of information to assess student learning. ☐ Involves and guides all students in assessing their own learning. ☐ Uses the results of assessments to guide instruction. ☐ Communicates with students, families, and other audiences about progress. ☐ Evidence of student achievement towards meeting grade level standards on district assessments.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

EVALUATION: Based on the California Standards for the Teaching Profession	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
Standard VI: Develops as a Professional Educator	☐	☐	☐	☐	☐
☐ Reflects on teaching practice and planning professional development. ☐ Establishes professional goals and pursues opportunities to grow professionally. ☐ Works with communities to improve professional practice. ☐ Works with families to improve professional practice. ☐ Works with colleagues to improve professional practice.					
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

_____ _____

Administrator's Signature / Date **Evaluatee's Signature ** /Date**

Assistance Plan Required ☐

** Signature Does Not Indicate Agreement

This document will be placed in your Personnel File in ten days.
A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
STANDARDS BASED EVALUATION FORM FOR TEACHERS

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

SPECIAL EDUCATION TEACHERS/OTHER SUPPORT STAFF ONLY:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with federal, state and district policies and procedures regarding special education assessment, eligibility and program development. • Follows timeline for comprehensive assessment plan (Initials/triennials) • Annual Review of IEPs (within 12 months) • Maintains accurate, and complete records/IEPs and prepares reports.	☐	☐	☐	☐	☐
2. Develops and implements individualized opportunities for integration of students with special needs	☐	☐	☐	☐	☐
3. Uses assessments to guide instruction to develop appropriate IEP goals, objectives and program	☐	☐	☐	☐	☐
EVIDENCE / COMMENTS					
Evaluatee's Comments:					

_____ _____

Administrator's Signature / Date **Evaluatee's Signature ** / Date***

Assistance Plan Required ☐

** Signature Does Not Indicate Agreement

NOTE:
Joint Evaluation Committee recommends

This document will be placed in your Personnel File in ten days. A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT

TEACHER ON SPECIAL ASSIGNMENT EVALUATION FORM

☐ **Observation** ☐ **Evaluation**

Evaluatee:_____ **Date:** _____

Administrator _____ **School**_____ ☐ **Scheduled** ☐ **Unannounced**

Time: _____ **to** _____ **Grade/Subject:** _____ **Room:** _____

TEACHER ON SPECIAL ASSIGNMENT:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Assumes a leadership role with District and site personnel to collaboratively develop, implement, and evaluate comprehensive academic programs for the District.	☐	☐	☐	☐	☐
2. Plans, facilitates, and attends grade-level or content department meetings and groups to assist teachers in utilizing data to align instruction to content standards and research. Assist teachers with the implementation of educational technology platforms.	☐	☐	☐	☐	☐
3. Maintenance of professional relationships with staff.	☐	☐	☐	☐	☐
4. Assist District and site personnel to learn/implement research-based practices and Professional development to improve learning for all students as needed.	☐	☐	☐	☐	☐
5. Assist with District and State assessments.	☐	☐	☐	☐	☐
EVIDENCE / COMMENTS					
EVALUATEE'S COMMENTS					

_____ _____

Administrator's Signature / Date **Evaluatee's Signature ** / Date***

Assistance Plan Required ☐ ** Signature Does Not Indicate Agreement

SAN YSIDRO SCHOOL DISTRICT

SOCIAL WORKER EVALUATION FORM

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

SOCIAL WORKER:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with district policies and procedures regarding counseling services and programs. • Follows timelines • Maintains accurate and complete records, and prepares reports	☐	☐	☐	☐	☐
2. Maintenance of professional relationship with students, parents, and staff	☐	☐	☐	☐	☐
3. Implementation of programs which utilize school and community resources to meet student needs.	☐	☐	☐	☐	☐
4. Counseling of students in areas of need (social-emotional, personal problems, and behavioral needs)	☐	☐	☐	☐	☐
5. Supporting of students with SEL curriculum based on data and subject specific guidelines and teacher recommendations	☐	☐	☐	☐	☐
6. Performance of other duties and responsibilities	☐	☐	☐	☐	☐

EVIDENCE/COMMENTS

EVALUATEE'S COMMENTS

_____

Administrator's Signature / Date

Assistance Plan Required ☐

_____

Evaluatee's Signature **/Date*

** Signature Does Not Indicate Agreement

NOTE:
Joint Evaluation Committee recommends

SAN YSIDRO SCHOOL DISTRICT

SCHOOL COUNSELOR EVALUATION FORM

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

SCHOOL COUNSELOR:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with district policies and procedures regarding counseling services and programs. • Follows timelines • Maintains accurate and complete records, and prepares reports	☐	☐	☐	☐	☐
2. Maintenance of professional relationship with students, parents, and staff	☐	☐	☐	☐	☐
3. Implementation of programs which utilize school and community resources to meet student needs.	☐	☐	☐	☐	☐
4. Counseling of students in areas of need (career planning, personal problems, and educational goals)	☐	☐	☐	☐	☐
5. Placement of students in appropriate classes based on data and subject specific guidelines and teacher recommendations	☐	☐	☐	☐	☐
6. Performance of other duties and responsibilities	☐	☐	☐	☐	☐

EVIDENCE/COMMENTS

EVALUATEE'S COMMENTS

_____ _____

Administrator's Signature / Date **Evaluatee's Signature **/Date***

Assistance Plan Required ☐ ** Signature Does Not Indicate Agreement

NOTE:
Joint Evaluation Committee recommends

SAN YSIDRO SCHOOL DISTRICT
PSYCHOLOGIST AND LANGUAGE SPEECH AND HEARING SPECIALIST
EVALUATION FORM

☐ **Observation** ☐ **Evaluation**

Teacher:_____ **Date:** _____

PSYCHOLOGIST / SPEECH AND LANGUAGE THERAPIST:	Exceeds Professional Standards	Consistent with Professional Standards	Approaching Standards (Needs Improvement)	*Does not meet Minimum Standards (Unsatisfactory)	Not Observed
1. Demonstrates compliance with federal, state and district policies and procedures regarding special education assessment, eligibility and program development. ● Follows timeline for comprehensive assessment plan (Initials/triennials) ● Annual Review of IEPs (within 12 months) ● Maintains accurate and complete records/IEPs and prepares reports	☐	☐	☐	☐	☐
2. Maintenance of professional relationship with students, parents, and staff	☐	☐	☐	☐	☐
3. Uses assessments to guide instruction to develop appropriate IEP goals, objectives and program	☐	☐	☐	☐	☐
4. Engages and supports all students in learning, as applicable	☐	☐	☐	☐	☐
5. Creates and maintains effective environments for student learning, as applicable	☐	☐	☐	☐	☐
EVIDENCE / COMMENTS					
EVALUATEE'S COMMENTS					

_____ _____

Administrator's Signature / Date **Evaluatee's Signature ** / Date***

Assistance Plan Required ☐ ** Signature Does Not Indicate Agreement

NOTE:
Joint Evaluation Committee recommends

SAN YSIDRO SCHOOL DISTRICT
Standards-Based Observation/Evaluation Form

Permanent Certificated

Teacher _____ **School** _____

Employment Status:
_____Permanent
_____
_____ Special Education Position_____

Teaching Assignment:
_____ K-8 classroom teacher _____Preschool/CDC Teacher
Grade _____ Subject_____
_____ Support Staff Position_____

Submit Lesson Plan prior to scheduled observation

BTSA Participant: Yes/No (circle one)

By November 30th 1st Formal Observation	□ Scheduled **(enter dates)**	Circle one Announced - Unannounced
Pre-Conference (optional)	_____/_____/_____	
Observation	_____/_____/_____	
Post-Conference	_____/_____/_____	

By March 1st 2nd Formal Observation	□ Scheduled **(enter dates)**	Circle one Announced - Unannounced
Pre-Conference (optional)	_____/_____/_____	
Observation	_____/_____/_____	
Post-Conference	_____/_____/_____	

Final Evaluation: ___/____/___ **Due May 1st**

Administrator's Signature _____ Date ___/____/___

Evaluatee's Signature _____Date ___/____/___

This document will be placed in your Personnel File in ten days. A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
Standards-Based Observation/Evaluation Form

Temporary/Probationary Certificated

Teacher _____ **School** _____

Employment Status:
_____ Temporary teacher
_____ Probationary 1
_____ Probationary 2

Teaching Assignment:
_____ K-8 classroom teacher _____Preschool/CDC Teacher
Grade _____ Subject_____
_____ Special Education Position_____
_____ Support Staff Position_____

Submit Lesson Plan prior to scheduled observation

BTSA Participant: Yes/No (circle one)

By November 30th 1st Formal Observation	□ Scheduled **(enter dates)**	Circle one Announced - Unannounced
Pre-Conference (optional)	_____/_____/_____	
Observation	_____/_____/_____	
Post-Conference	_____/_____/_____	

Mid Year Evaluation: ___/____/___ **Due November 30th**

By February 15th 2nd Formal Observation	□ Scheduled **(enter dates)**	Circle one Announced - Unannounced
Pre-Conference (optional)	_____/_____/_____	
Observation	_____/_____/_____	
Post-Conference	_____/_____/_____	

Final Evaluation: ___/____/___ **Due February 15th**

Administrator's Signature _____ Date ___/____/___

Evaluatee's Signature _____Date ___/____/___

This document will be placed in your Personnel File in ten days. A written response may be attached to this document at any time.

SAN YSIDRO SCHOOL DISTRICT
DIRECT INSTRUCTION MODEL LESSON PLAN

Please submit this completed form or your lesson plan prior to the **scheduled** observation
(Pre-Conference may be requested by teacher or administrator)

Teacher:_____ **School:**_____

Observer:_____**Subject:** _____

Grade Level:_____

Pre-Observation Conference (optional) Date:_____ **Observation Date:** _____

Post Observation Conference Date: _____

Select two standards as agreed by administrator and evaluatee ✓

Standards to be Observed: ☐ **Standard I** ☐ **Standard II** ☐ **Standard III** ☐ **Standard IV** ☐ **Standard V**

1. **Orientation**
   Teacher clarifies objectives and procedures for the new learning task, activates prior knowledge and/or connects to previous lessons.

2. **Presentation**
   Teacher explains, demonstrates, and gives examples of concept, skill, or strategy. Teacher uses a visual representation of the material and checks for student understanding.

3. **Highly Structured Practice**
   Teacher leads students through the practice, step-by-step.

4. **Guided (semi-independent) Practice/Closure**
   Students practice while the teacher monitors and gives corrective feedback.

5. **Independent Practice**
   Students practice completely on their own and feedback is provided.

- If the observation is rescheduled by the administrator, the Direct Instruction Model Lesson Plan is optional

This document will not be placed in your personnel file.

Certificated Growth Plan Notification

Date:

Dear [Insert Employee Name],

Based on evaluations and observations completed in accordance with Article 15: Observation/Evaluation Procedures SYEA Collective Bargaining Agreement, the administration of the San Ysidro School District has determined that you would benefit from being on a Certificated Growth Plan.

I am notifying you in writing prior to the start of the new school year. You have the option of scheduling a personal conference with me prior to the start of the school year to review the attached Teacher Assistance and Growth Plan.

This notice will be copied to the SYEA President and your personnel file. Your participation in this process is a requirement and a meeting will be scheduled within the first ten (10) school days of the school year with your principal to begin the development of your teacher improvement plan. Should you have any further questions, please do not hesitate to contact me or the SYEA President.

Sincerely,

Cc: Personnel file
Cc: Director of Human Resources
Cc: SYEA President

San Ysidro School District

CERTIFICATED GROWTH PLAN

Employee Name:	**Job Title:**
School/Location:	**Grade/Subject:**
Administrator:	**Date:**
☐ **Temporary** ☐ **Probationary (**☐**1**☐**2)** ☐ **Permanent**	

Goals for Improvement & Areas of Concern: *(1 or more goals for improvement may be identified below by the supervisor.)*

-
-

Action Plan:

-
-
-
-

Support Provided:

1. *Frequency of Growth Plan Meetings: (weekly, bi-weekly or monthly)*
   -
   -
2. *Professional Development (which may include, classroom observations, resources, training, and/or Mentoring/Coaching:*
   -
   -

Goals (Progress monitoring): *Section to be completed at all follow up meetings.* *Date Met:*_____

-
-

Goals (Progress monitoring): *Section to be completed at all follow up meetings.* *Date Met:*_____

-
-

Goals (Progress monitoring): *Section to be completed at all follow up meetings.* *Date Met:*_____

-
-

Employee Signature: _____ **Supervisor Signature:**_____

Date:_____ **Date:**_____

- Teacher has successfully completed the Growth Plan. Date:_____
- Growth Plan has been extended. Date: _____

APPENDIX H
SAN YSIDRO SCHOOL DISTRICT

CATASTROPHIC LEAVE BANK DONATION FORM
(Certificated Employees)

Employee Name:_____ Position: _____

To be eligible to make a donation to the catastrophic leave bank, unit members must have an accrued sick leave balance of at least ten (10) days at the time of donation. Eligible employees may donate from a minimum of one (1) sick leave day to a maximum of five (5) sick leave days in any one (1) school year.

According to the absence management system, I have accumulated_____sick leave hours as of _____.

I have elected to donate_____sick leave days to the catastrophic leave bank.

_____ _____
Signature Date

For Payroll Department Use Only

Minimum 10 days of sick leave accrued as of June 30, 20____ Yes____No ____
Accumulated sick leave hours as of date of donation: _____

Employee sick leave account debited_____hours (_____days) based on donation. Date:_/_/_

_____ _____
Signature/Payroll Department Date

APPENDIX I

SAN YSIDRO SCHOOL DISTRICT

CATASTROPHIC EVENT/ ILLNESS LEAVE BANK REQUEST FOR WITHDRAWAL FORM (CERTIFICATED)

Employee Name:_____Position: _____

I hereby request to withdraw_____days of sick leave from the Catastrophic Event/Illness Leave Bank. I understand that to be eligible for use of bank days, I must have exhausted all accrued paid leave days and I must have donated at least one day to the bank.

_____ _____

Signature of Employee or Employee's Designee Date

(Submit to Human Resources Department for Processing)

For Human Resources Department Use Only

Is valid physician's verification attached?____Yes____No

Catastrophic leave bank days granted: _____

_____ _____

Signature/Human Resources Department Date