

**MEMORANDUM OF UNDERSTANDING
FOR MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES
COMPRISING THE MANAGEMENT TEAM
OF SAN DIEGO CITY SCHOOLS**

July 1, 2004 through June 30, 2006

BACKGROUND

The Management Team of the San Diego City Schools consists of all certificated and classified employees who are compensated on the management, supervisors', **and confidential employees'** salary schedules. The Management Team, represented by the Administrators Association San Diego, has met with district representatives to develop this Memorandum of Understanding. The agreements reached through this process have been submitted to the Board of Directors of the AASD and to the Board of Education for ratification.

I. Professionalism

The San Diego Unified School District and the Administrators Association commit to mutually develop a work environment that fosters support for the role of the Management Team members in the San Diego Unified School District. Both organizations shall make a demonstrable effort to publicly affirm to the community at large a respect for the high level of professionalism and leadership **expected** of each Management Team member.

II. Compensation

The members of the Management Team accept additional responsibilities for the successful operation of the San Diego City Schools. They need to be adequately compensated for their professional endeavors.

A. Salary and Other Compensation

1. If any entire bargaining unit or entire unrepresented employee group within the District receives a general salary/wage increase or salary adjustments using unrestricted resources or receives another form of compensation not previously allocated to that entire bargaining unit or entire unrepresented group, then all employees represented by AASD will receive increases equal to the highest received by other units. In such an event, AASD and the District will agree on the form and manner of compensation.

2. **The district will continue to maintain at least a five percent difference between the Confidential Employee Salary Schedule and similar jobs on the Office-Technical and Business Services Salary Schedule.**

B. Health and Welfare Benefits

Throughout the term of this agreement, Management Team employees shall be entitled to receive the same health & welfare benefits and shall follow the same eligibility provisions as provided for employees in the teachers bargaining unit, excluding Retiree Medical Benefits

C. Job Classifications

When a new job classification for manager, supervisor, or confidential employee is established the District will provide AASD with a copy of the proposed job description. The District will make an effort to provide such copies prior to any required approval of the Board of Education. A listing of all manager, supervisor, or confidential employee job classifications will be maintained on the District web site.

III. Vacations, Leaves and Holidays:

A. Vacation

1. All managers, supervisors, **and confidential employees** not assigned to school sites will earn and use vacation in accordance with existing administrative procedures determined after consultation with the Association.
2. All **managers, supervisors, and confidential employees** may accrue and carry over up to 328 hours of vacation.
3. All certificated school site managers will not accrue vacation in accordance with administrative procedures in effect at the time of this agreement.

B. Holidays

1. All classified managers, supervisors, **and confidential employees will be eligible for** the same fourteen (**14**) scheduled holidays (including the floating holiday for Admissions Day) as the classified bargaining units.
2. All certificated managers will have a non-work day scheduled on the same thirteen scheduled holidays (not including Admissions Day) as the certificated bargaining unit.

C. Sick Leave and Other Leaves of Absence

1. All managers, supervisors, **and confidential employees** accrue sick leave in accordance with administrative procedures in effect at the time of this agreement.
2. All managers, supervisors, **and confidential employees** are subject to the same provisions for personal necessity, personal business, bereavement, and paternity

and adoption **leaves**, as the certificated bargaining unit.

3. All managers, supervisors, **and confidential employees** are eligible for long-term leaves of absence in accordance with administrative procedures in effect at the time of this agreement.

D. Professional and Personal Improvement (PPI) Leave

1. All managers, supervisors, **and confidential employees** are eligible for 4 (four) days of released time during their regularly assigned work year for purposes of professional and personal improvement.
2. An employee may have no more than 4 (four) new Professional and Personal Improvement days plus 2 (two) carry-over days for a maximum of six days of released time for any one year. Upon separation from the District, all unused PPI days shall be forfeited.

E. Family Medical Leave Act (FMLA) Leave

All managers, ~~and~~ supervisors, **and confidential employees** who meet eligibility requirements for FMLA leave, **according to the Administrative Procedure in effect at the time of the leave request**, are eligible for that leave.

F. Catastrophic Leave Bank

1. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by Management Team members who are suffering from a catastrophic illness or injury.
2. Catastrophic Illness or Injury is defined to mean a severe, incapacitating illness or injury, which is expected to continue for an extended period of time, which prevents the Management Team member from performing his/her duties.
3. Membership in the Catastrophic Leave Bank
 - a. Management Team members who wish to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full-salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two hundred (200) days. However, nothing herein shall preclude any eligible Management Team member from donating to the bank at any time.
 - b. To donate sick leave or vacation leave, the Management Team member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
 - c. The Management Team member acknowledges that the donation is irrevocable.

- d. The Management Team member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
4. In order to withdraw days from the Catastrophic Leave Bank, the Management Team member must meet all of the following conditions:
 - a. The Management Team member must have exhausted all paid leaves, except half-salary sick leave.
 - b. The Management Team member must have donated at least one (1) full salary sick leave or one (1) full-salary vacation day to the Bank. This provision may be waived for Management Team members who are suffering from a catastrophic illness or injury and had exhausted all paid leaves on September 14, 1999.
 - c. The Management Team member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
 - d. The Parties encourage Management Team members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity.
 - e. Upon approval of STRS or PERS disability payments, the Management Team member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.**
5. General Provisions.
 - a. Withdrawal of Days from the Catastrophic Leave Bank
 - i. Applicants may request up to twenty (20) full salary, donated leave days from the Catastrophic Leave Bank. At the end of the twenty-(20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - ii. Applications will be accepted and processed on a first-come, first-served basis.

- iii. Management Team members may receive only one credit of forty (40) days in any fiscal year. Any Management Team member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent fiscal year until all other pending applications have been processed.
 - b. Days granted but not used will be returned to the Bank. Management Team members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
 - c. Management Team members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
 - d. A Management Team member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the chief human resources officer, Human Resource Services Division. The **chief human resources officer**, Human Resource Services Division shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The decision shall be final and binding.
 - e. Days from the leave bank shall be authorized on a first-come, first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic leave will be granted.
6. This program shall be reviewed annually, and the Parties may mutually agree to discuss appropriate modifications to the program, which shall require formal approval by the Association and adoption by the Board of Education.

IV. Management Team Retirement Benefits

- A. The District will continue the Retiree Medical Benefits Fund **for AASD** and beginning July 1, 2002, and annually thereafter, the District shall deposit to this fund an amount equal to the prior year's deposit less advance deposits, if any, as described in paragraph E. This fund shall be used exclusively to reduce the annual contributions paid by eligible retirees participating in a district-sponsored group medical plan by the amount established by paragraph D. In addition, the District will deposit to the fund the amounts needed to offset the effects of any supplemental early retirement program (SERP).

B. A retiree who meets all of the following conditions will be eligible for this benefit.

1. The employee had seventeen (17) years of service with the District (excluding unpaid leaves of absence) and is receiving a monthly benefit from the Public Employee's Retirement System (PERS) or State Teachers Retirement System (STRS).
2. The employee is under age 67 as of the retirement effective date with PERS or STRS.
3. The employee was covered under a district-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.
4. The employee has chosen to maintain coverage under a district-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.
5. Retired spouses with dual Retirement Medical Benefits Fund contributions eligibility may apply both contributions towards the cost of maintaining only one plan (rather than two separate plans) if they so desire. The spouses may be from different employee groups. The amount and duration of each member's contributions will be determined by the agreement of the specific employee group to which the spouse belongs.

C. For all retirees participating in this Retiree Medical Benefits Fund on or after January 1, 2002, eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age sixty-seven (67), whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plan shall remain in effect.

D. **Effective July 1, 2004, the monthly deduction will be \$135.00 per month, per eligible retiree. During the term of this M.O.U. the District and AASD may agree to change the monthly deduction and establish a date of implementation for the change.**

E. If at any time the Fund balance is not sufficient to provide for the **monthly** reduction established in paragraph D, the District shall make advance deposit(s) as necessary to the Fund to provide for the continuation of the reestablished reduction through June 30 of the same **fiscal** year. If advance deposit(s) is (are) made, then on July 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous July 1.

V. **Professional Growth**

A. **Matching Funds**

In the event that the balance of the Professional Growth Matching Fund falls below \$5,000, the Association and the District will each make equal contributions of up to a maximum of \$2,500 to the fund each year to restore a balance of \$5,000.

B. **Meetings and Conferences**

The AASD and the District will cosponsor professional growth meetings and conferences, including curriculum and instruction conferences, community leaders meetings and professional growth conferences for specific Management Team groups.

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

C. **Reimbursement for CSLA Payments**

At the end of each fiscal year, the District will reimburse the Association mini grant fund for all payments made for attendance at the **San Diego County Office of Education's leadership programs**, to the extent that sufficient funds remain in the Professional Growth Matching Fund.

VI. **Management Performance Evaluation Process**

The Association agrees to accept the management performance evaluation process as adopted by the Board of Education following discussion with the Administrators' Association. Throughout the term of this agreement, Management Team employees shall be entitled to representation with regard to **due process found within the procedures related to** evaluation/demotion/reassignment **in place at the time of this agreement**. The Association shall have the right to request a conference with the Superintendent or designee.

VII. **Adverse Action Resulting from Reductions in Funding of District Programs, Administrative Reorganization, School Closure, or Disciplinary Action**

- A. Any new procedure or revision to any existing procedure related to Management Team employment will be reviewed by AASD, prior to **implementation**.
- B. If a management employee is displaced from an assignment due to a reduction in force, reorganization, school closure, **program elimination, or budget cuts**, applicable procedures **in place at the time** will be followed. **For a period of one (1) year from**

the date of displacement, the affected management employee shall have the right to apply and interview for previously held positions in management/supervisory classifications. Nothing in this section should be construed as conferring a right or commitment of any kind to any position.

- C. Whenever disciplinary action is being contemplated, the Management Team employee affected will be made aware of the right to Association representation at any meetings pertaining to such action

VIII. Calendar

The District agrees to establish a joint Calendar Committee composed of at least two Association representatives selected by the Association. The purpose of this Committee shall be to develop a multi-year master calendar that includes traditional and single-track year-round schedules, non-paid holidays, and other non-paid days. It shall be the goal of this Committee to present to the calendar to the Board of Education for adoption one (1) year prior to its implementation.

In the event that the Association disagrees with the Committee's recommendations, the District, upon request, agrees to meet with the Association on the proposed Master Calendar prior to its adoption by the Board. Such meetings shall commence sufficiently in advance so that agreement is reached and the new calendar(s) is adopted by the Board of Education at least one (1) year prior to its implementation.

Any and all other considerations provided to any district bargaining group relative to this Committee shall be provided to the Association.

IX. Committees

- A. **Where appropriate, AASD will be represented on district committees that address issues affecting managers, supervisors, and confidential employees.**
- B. **The district supports Association attendance at AASD events including AASD's Board of Directors and committee meetings.**

X Charter Schools

- A. Management Team members originally serving in a District non-charter assignment who elect to be assigned to an arm-of-the-District charter school will continue to accrue District seniority while assigned to the charter school in the same manner as if they had remained in the non-charter assignment.
- B. Whenever the Board of Education approves a petition for the conversion of an existing District non-charter school into a charter school, Management Team members assigned to that conversion school, if not retained by that new charter school, will be reassigned to a similar Management Team position for the remainder of the school year whenever the new charter school begins operation during the same year in which the charter was

approved.

- C. A Management Team member initially employed by the District who chooses to exercise his/her right to return from an arm-of-the-District charter school to regular district employment may do so only at the end of the academic year unless a position is available and he/she is selected for that assignment. He/she must notify the Human Resource Services Division no later than March 15 of intent to return. Any certificated management team member voluntarily returning to the District from any arm-of-the-District charter school assignment shall have return rights back into a classroom teaching position. **A certificated management team member will also have the right to apply and interview for previously held positions in management/supervisory classifications. Nothing in this section should be construed as conferring a right or commitment of any kind to any management/supervisory position.** In the case of a classified Management Team member, each shall have a right of return to a position in the classification in which the employee served when the charter school assignment was taken if a vacancy in that classification exists and the employee is appointed to it, or to a position in similar classification which is at a salary grade equal to or less than that of the position from which the charter school assignment was taken if a vacancy exists, the employee is qualified and appointed to it. Classified management employees shall have the right to apply for other positions for which they are qualified. If within one year from the time that the employee wishes to return from charter school employment, the employee is not assigned to a position under this paragraph, or is not selected to a position for which he/she has applied, his/her employment with the district shall terminate at the end of that one year period.
- D. A certificated management team member initially employed by the District who elected to be assigned to an arm-of-the-District charter school, and who is thereafter dismissed from the charter school, shall have the right to return to a non-charter school classroom teaching assignment. In the case of a classified management employee, he/she will have the rights as described in paragraph C above.
- E. Upon expiration or termination of an arm-of-the-District charter, certificated Management Team members initially employed by the District shall have return rights back into a classroom teaching position. **A certificated management team member will also have the right to apply and interview for previously held positions in management/supervisory classifications. Nothing in this section should be construed as conferring a right or commitment of any kind to any management/supervisory position.** In the case of a classified management employee, he/she will have the rights as described in paragraph C above.
- F. A Management Team member who determines that he/she wishes to be employed by a Public Benefit (501 (c)(3)) charter school **will be given the leave and return rights as provided for all other Management Team members set forth in District policies, procedures applicable to non profit corporation charter schools.–Nothing in this section should be construed as conferring a right or commitment of any kind to any position.**

- G. Upon returning from an arm-of-the-District charter school assignment to a non-charter school assignment with the District, Management Team members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to Management Team members under this Agreement.

- H. Management Team members serving in **an arm of the district charter school or in a non-profit corporation charter school during the time of any leave of absence granted by the district** shall be eligible to continue their participation in the District's group health plans provided that:
 - 1. The charter school agrees to continue to purchase group health coverage through the District.

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

- I. Charter Management Team members shall have access to all information made available by the district to traditional site administrators. Charter school management team members shall have the option to attend all district/level meetings that are open to traditional site administrators.

XI. Classified Managers, Supervisors, and Confidential Employees

Classified Managers, Supervisors, and Confidential Employees are subject to applicable sections of the “Employment Regulations for the Classified Service of the San Diego Unified District”.

XII. Administration of Agreement

The Superintendent will meet regularly with AASD leadership. Any concerns which occur during the life of this agreement will be resolved during these meetings.

XIII. Provisions of Agreement

The provisions in this agreement shall remain in effect until modified by the District and AASD. Any modifications must be agreed to by both the District and AASD, and approved by the Board of Education. The District agrees to meet on an ongoing basis with AASD to discuss additions and/or modifications to this agreement.

XIV. Reopeners

The District and the Association agree to discuss the impacts and effects of budget reductions **and re-organization** on Management Team members as needed throughout the term of this Agreement.

XV. Effective Date

The improvements and modifications recommended herein by the Superintendent will be implemented for managers, supervisors, **and confidential employees**, for the school years negotiated by this Memorandum of Understanding, effective July 1, **2004**, unless otherwise indicated.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Alan Bersin
Superintendent
San Diego City Schools

Jeannie Steeg
Executive Director
Administrators Association

Date: _____

Date: _____

Luis Acle
President
Board of Education

Michael Price
President
Administrators Association

Date: _____

Date: _____

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