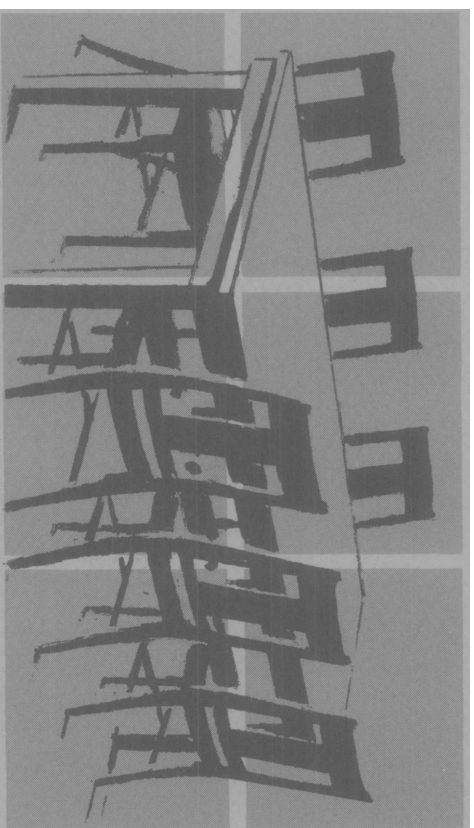


Initial Agreements For Teachers Under a Collective Bargaining Statute:

REPORT ON SIX CALIFORNIA SCHOOL DISTRICTS

Prepared by

The Center for Labor Research and Education
Institute of Industrial Relations
University of California,
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INITIAL AGREEMENTS FOR TEACHERS UNDER

A COLLECTIVE BARGAINING STATUTE:

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Introduction

On July 1, 1976 a new law granting collective bargaining rights to California school employees became effective. The law was variously known as Senate Bill 160, the Rodda Act and the Educational Employment Relations Act. Under its provisions and supervised by the Educational Employment Relations Board, elections were held to designate the organizational representative for teachers in the various school districts around the state. For teachers this meant choosing either the California Teachers Association, an indepen-

dent labor organization, or a local of the American Federation of Teachers, affiliated with the AFL-CIO.

California is a state where the establishment of wages, hours and working conditions through collective bargaining has been an accepted practice in private sector employment, and since 1968, when legislation was passed, in local government employment as well. This legislation represented a significant extension of the collective bargaining process.

The Center for Labor Research and Education was interested in learning what would result from the initial round of bargaining. Accordingly, we obtained copies of the agreements from six school districts of medium and large size for a study of their contents. These agreements were studied and selected items were abstracted for comparison. Terminology varied in the different agreements, but generally the same items were covered. The subjects are laid out in this article in table form for ease in studying.

The six districts studies were: *

San Francisco Unified School District Representative: San Francisco Federation of Teachers, Local 61, AFL-CIO Number of teachers: 3,698 Number of students: 68,183	Richmond Unified School District Representative: United Teachers of Richmond (Affiliate of California Teachers Association) Number of teachers: 1,465 Number of students: 35,788
Oakland Unified School District Representative: Oakland Teachers Association Number of teachers: 2,746 Number of students: 60,282	San Diego Unified School District Representative: San Diego Teachers Association Number of teachers: 4,880 Number of students: 125,816
Berkeley Unified School District Representative: Berkeley Federation of Teachers, Local 1078, AFL-CIO Number of teachers: 685 Number of students: 13,253	Hayward Unified School District Representative: Hayward Unified Teachers Association Number of teachers: 929 Number of students: 25,989

* Figures were drawn from: *California Teachers Salaries and Salary Schedules, 1976-77*, prepared by the Bureau of School Appointments and Reports, California State Department of Education, 1977.

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ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
1 Class Size	<p>Maximum Size used:</p> <p>Elementary:</p> <p>Kindergarten 28</p> <p>Grades 1 - 2 24</p> <p>Grade 3 25</p> <p>Grades 4 - 6 30</p> <p>Any combination of class grades 4, 5, 6 26</p> <p>Secondary: Maximums specified by subject.</p>	<p>Maximums specified:</p> <p>Elementary:</p> <p>K 32</p> <p>1-3 35</p> <p>4-6 36</p> <p>Secondary: Maximums specified by subject.</p>	<p>1. Use of Average for District as a whole and Maximum Size per class.</p> <p>Average for District: 29:1</p> <p>Maximum Class Size:</p> <p>K - 3 . . . 31</p> <p>4 - 6 32</p> <p>2. Secondary sites establish standards for each course offered.</p>

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
2 Staffing Ratios for Specialists	<p>In all special classes for the educationally, emotionally, or physically handicapped, class sizes shall not exceed state-recommended standards.</p>	<p>Not mentioned.</p>	<p>a. In special classes for educationally, emotionally, or physically handicapped students, class sizes shall not exceed state- recommended standards.</p> <p>b. Assignment of students to speech thera- pists will be based on number of students needing service.</p> <p>c. Assignment of students to learning disability group teachers will be equalized numerically based on the enrollment limits estimated by State.</p> <p>d. Assignment of students to psychologists shall be equitably balanced.</p>

RICHMOND

1. Maximums used

Kindergarten 31 firm maximum
Grades 1 - 3 31
Grades 4 - 6 33

2. Maximums established for secondary school classes to be met by "reasonable effort" by District.

2.1 Should the Maximums listed be exceeded by three. The principal shall consult with the division head regarding remedial action to be taken within 10 schooldays.

SAN DIEGO

Averages and Maximums used

Averages:
K - 3 29.7
4 - 6 32.0

K - 6 (maximum) 36

Secondary:

Average: 35

HAYWARD

1. Maximums used

Elementary 32
Secondary 34

2. 30.4 formula basis for allocation of teachers at elementary level.

RICHMOND

SAN DIEGO

HAYWARD

1. Maximum class sizes specified for educationally, emotionally, and physically handicapped.

Not mentioned.

Not mentioned, except for the availability of such services in the areas of psychology, health, guidance and counseling, speech and hearing, and child welfare and attendance.

2. Ratios established for counselors, secondary and elementary music teachers, speech teachers, and librarians.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
3 Length of School Day	<p>1. Consistent with past practice; 7 hrs/day, 35 hrs/week.</p> <p>2. Classroom teachers may work a schedule which assumes time spent outside of school site.</p> <p>3. Intermediate teachers-2 forty-minute preps/week.*</p> <p>4. Required to attend no more than 2 faculty meetings/month.</p> <p>5. Principals may require teachers to perform related duties, equitably distributed, consistent with pre-contract policy.</p>	<p>1. Elementary: 8:30-3:15 Secondary: 8:30-3:30</p> <p>2. Employees shall participate in professional activities and duties beyond regular work week to a maximum of 5 hrs./month. Beyond 5 hrs., compensation will be paid at hourly rate.</p> <p>3. Teachers shall be in class in advance of first bell for time necessary to begin their instructional program.</p> <p>4. Maximum of 10 regular faculty meetings/year.</p> <p>5. 1 (50) minute prep/week - Elem.</p>	<p>1. 6-½ hrs/day, including lunch; 32-½ hrs/week.</p> <p>2. May be required to attend 1 meeting/week.</p> <p>3. Secondary teachers-1 prep/day.</p> <p>4. Supervisory assignments beyond normal workday are considered part of the teachers' responsibilities in accordance with current practice.</p> <p>5. Teachers in 4-6 schools-1hr./week prep during student day.</p>

*Prep means preparation period.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
4 School Calendar	<p>1977-78 177 days</p> <p>1978-79 179 days</p>	<p>180 days -</p> <p>a. 176 - instructional</p> <p>b. 4 - planning</p>	<p>1977-78</p> <p>Pre-k and elementary-179 work days</p> <p>a. 175 teaching</p> <p>b. 4 non-teaching</p> <p>Secondary and Adult-178 workdays</p> <p>a. 177 teaching</p> <p>b. 1 non-teaching</p>

RICHMOND**SAN DIEGO****HAYWARD**

- | | | |
|--|---|---|
| <ol style="list-style-type: none">1. Teachers are to report to duty 15 minutes before and remain on duty 30 minutes after regular school day.2. Elementary: shall not exceed:
K - 180 minutes (3 hrs.)
(1-3) - 250 minutes (4 hrs., 10 min)
(4-6) - 300 minutes (5 hrs.)3. Secondary: not to exceed 250 minutes.4. Jr. & Sr. High Teachers-5 preps/week.5. Teachers may be required to perform adjunct or noninstructional duties during and after school according to enumerated guidelines.6. No more than 1 faculty meeting/month. | <ol style="list-style-type: none">1. 8 hrs/day; 40 hrs/week.2. Required to remain on site minimum 6 hrs, 35 min., exclusive of lunch.3. Secondary teachers: 25 hrs/teaching; 5 hrs/prep, conferences; 1 prep/day. | <ol style="list-style-type: none">1. Prep time and lunch period and time before and after school shall not exceed:
K-6: 7 hrs.
Jr High/Sr High: 7-¼ hrs.2. 2 (50) minute preps/week-Grades 1-6.3. Secondary school teachers-1 prep/day.4. Maximum of 12 faculty meeting. |
|--|---|---|

RICHMOND**SAN DIEGO****HAYWARD**

1977-78 and 1978-79:	1977-78: Maximum - 176 teaching days 5 non instructional	1977-78: 178 days
177 teaching days, 1 work day		

ITEM**5
Assignments,
Staffing and
Transfers****SAN FRANCISCO**

- a. Time schedule for processing transfers specified.
- b. List of openings forwarded to Union.
- c. Voluntary transfers--based on competence, seniority, educational and subject needs, racial balance.
- d. Involuntary transfers--shall not be punitive; teachers have right to indicate preference.
- e. No teacher shall be involuntarily transferred two consecutive years without consent.
- f. The procedures for transfers are applicable for any vacancies in any position represented by the Union.

OAKLAND

- a. Posted vacancies procedure specified.
- b. Application procedure specified.
- c. Assignment Factors:
 1. possession of credential
 2. qualifications/experience
 3. affirmative action
 4. seniority
- d. Transfers:
 1. Administrative--shall not be enacted for reasons of a punitive or disciplinary nature
 - Discussion with Superintendent
 - Given notice
 2. Consolidations:
 - Criteria--affirmative action, credentials/legal qualifications; seniority
 3. Transfer/consolidation due to school being closed/replaced.
 - Teachers will follow students.
- e. Teachers given notice in June, in writing, of grade, class subject and assignment for following school year.
 1. Teachers may request a conference with principal.
 2. Teachers will be consulted individually concerning any changes in initial assignment.

BERKELEY

- a. Teacher initiated transfers based upon:
 1. program needs
 2. racial balance of staff
 3. sexual balance of staff
 4. seniority
 5. certification of teacher
 6. Notice of transfer given no later than July 1
- b. District initiated transfer
 1. Teachers involuntarily transferred shall "not usually be transferred in the following year."
 2. Transferred teachers not evaluated in first year.
 3. May be transferred at discretion of Superintendent, when irreconcilable staff differences exist, or there exists a critical absence of learning environment.
 4. Transfers not to be made for punitive purposes.
 5. Transferred teachers given preference to return to next vacancy in the school they were transferred from.
 6. Transferred teachers can request a review of Director of Certificated Personnel.
 7. Involving transfers often 3 full weeks on instruction shall be considered unusual and specifically designed to fill existing vacancies, newly created vacancies, or for program necessities.
 8. Teachers transferred after Sept. 1 shall receive 2 days of release time and \$100 for teaching supplies.

RICHMOND

SAN DIEGO

HAYWARD

Teachers at a school site have priority if a (voluntary) reassignment is requested.

- a. Voluntary transfers based on:
 1. Qualifications-- credentials; major and minor fields of study; competences as reflected in past evaluations; teaching experience
 2. District-wide seniority.
- b. Involuntary transfers due to declining enrollment and/or school closure based on:
 1. teachers with least district-wide seniority
 2. not involuntarily transferred again for a minimum of two years.
- c. Administrative Transfer for Cause:
 1. teacher notified in writing
 2. meeting with Superintendent
 3. may apply for subsequent vacancies.

a. Ethnic Categories--majority/minority.

b. Experience Categories--less than 11 years with district/at least 11 years.

- c. Post and Bid
 1. Longest district seniority plus meeting posted qualifications
 2. Policies specified for specialized teaching positions.

d. Administrative Transfers

1. entitled to due process
2. teacher advised through personal interview and in writing.

e. Reduction of staff-based on least seniority.

f. Ethnic balance--transfers may be made to achieve an acceptable ethnic balance based upon staffing estimates for following school year.

g. Indispensable services--some key teachers, defined as those for which screening is a prerequisite, may be protected.

h. Starting a new school--

1. identify 75% of new staff 6 months prior to opening
2. post and bid system.

a. Employee Initiated Request for Transfer
Criteria:

1. credential, educational prep, work experience

2. seniority

3. evaluation of past performance.

b. Administrative-initiated Transfers or Re-assignments.

c. Transfers due to enrollment decline and/or program elimination--reduction-review--based on:

- Seniority in District
1. H.U.S.D.
 2. school site
 3. seniority number.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
6 Summer School Teacher Selection Process	<p>“Members of the bargaining unit will receive special consideration in the filling of vacancies for the summer school program.”</p>	Not mentioned.	Not mentioned.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
7 Personal and Academic Freedom	<p>a. Full statement on personal freedom, indicating religious, political and private lives of members shall not be grounds for disciplinary action.</p> <p>b. Statement on Academic Freedom.</p> <p>c. No mechanical listening devices may be used in classrooms without teacher knowledge and consent.</p>	<p>a. Teachers entitled to full rights of citizenship.</p> <p>b. Statement on Academic Freedom.</p> <p>c. Statement on rights of employees--to have representative present when being formally reprimanded; no reprimand or reduction in status without just cause; right to use grievance procedure in such cases and have professional representation through exclusive representative.</p>	<p>a. Full statement on personal freedom--in addition to usual statement, includes non-discrimination on basis of sex, marital status, pregnancy, life style, political affiliation or membership in teaching organization.</p> <p>b. No teacher shall be negatively evaluated for introducing controversial materials or subjects.</p> <p>c. Due process to review disagreements concerning the appropriateness of certain materials and ensure no unreasonable censorship or restraint upon free inquiry, learning and academic freedom.</p> <p>d. Teachers will retain rights to and ownership of books, tapes, films and all copyrightable materials produced by the teacher on non-working time outside the scope of teacher's normal duties and responsibilities to the district.</p> <p>e. No electronic or mechanical surveillance shall take place for evaluation purposes without teacher's consent.</p>

RICHMOND

Not mentioned.

SAN DIEGO

“If the subject of summer school placement or summer school salary is determined by the California EERB to be within the scope of negotiations prior to January 1, 1978, the District agrees to negotiate these subjects between Jan. 1, 1978 and March 15, 1978. If the parties agree, the agreement shall constitute a separate codicil of this contract and shall govern the operation of the 1978 summer school program.

HAYWARD

Not mentioned.

RICHMOND

Not mentioned in collective bargaining agreement. Covered by special letter, according to United Teachers of Richmond.

SAN DIEGO

- a. Commitment by District and Association to implement District's Affirmative Action Program.
- b. Equal opportunity for all members of bargaining unit to apply for fringe benefits and training.
- c. No mechanical or electronic device will be installed in classroom without the knowledge and consent of teachers.

HAYWARD

Not mentioned.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
8 Personnel Files	<p>a. Right of teacher to review file.</p> <p>b. Representative chosen by teacher may accompany her/him at review.</p> <p>c. Only one file can be maintained.</p> <p>d. All material in file must be signed and dated.</p> <p>e. File may not contain derogatory statements not related to professional duties.</p> <p>f. Teachers may add material to file.</p> <p>g. Any negative statements must be part of formal evaluation, signed by both evaluator and teacher.</p>	<p>a. Files must be made available to Association member for inspection.</p> <p>b. Derogatory material not entered into file until employee has had a chance to review and comment.</p>	<p>a. Teacher has right to review any material in file.</p> <p>b. No derogatory materials may be added to file unless the teacher has had the opportunity to read and respond to it. Grossly inaccurate information shall be removed from the file after review by the superintendent.</p> <p>c. All materials in file must be signed and dated.</p>

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
9 Non-Discrimination	Included in contract, specifying, "on the basis of race, color, creed, national origin, sex, political affiliation, sexual preference or marital status."	Included, specifying "on the basis of race, color, creed, age, sex, national origin, marital status, non-impairing handicap, membership in an employee organization or participating in the activities of an employee organization."	Equal Employment Opportunity and Non-discrimination clause. Last refers to "race, color, religion, national origin, sex, marital status, pregnancy, life style, political affiliation, or membership in or affiliation with a teacher organization."

RICHMOND

SAN DIEGO

HAYWARD

- | | | |
|---|----------------|---|
| a. Files must be made available to person involved for inspection. | Not mentioned. | a. Each unit employee has the right to review contents of file. |
| b. Any adverse evaluations must be based on materials which were put in file at the time of incident. | | b. Employee has the right to review and respond to any derogatory material. |
| c. Any derogatory material cannot be put in file until employee has had a chance to see it and comment on it. | | c. The employee has a right to place material in file. |
| d. All materials in file must be initialed. | | |
| e. All materials in file must be held in strictest confidence. | | |
| f. No unsubstantiated materials may be put in file. | | |

RICHMOND

SAN DIEGO

HAYWARD

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|----------------|--|--|
| Not mentioned. | Not mentioned; however, mention made of commitment to implement District's Affirmative Action program. | Included in contract, "on basis of race, color, creed, national origin, sex, age, political affiliation, physical handicap, marital status, membership in the Association or participation in the lawful activities of the Association." |
|----------------|--|--|

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
10 Public Charges	<p>Due Process for Handling Complaints</p> <ul style="list-style-type: none"> a. Charges will not be made public. b. Charges must be in writing. c. Teacher must be given copy of charges. d. If after investigation Supt. decides further action is necessary, may form a Conference Committee composed of Supt., teacher and citizen. e. If matter remains unresolved, a report may be made to Bd. of Ed. f. Board may hold executive personnel hearing. g. Announcement of Board's decision will be made public only if teacher requests it. 	<ul style="list-style-type: none"> a. Criticisms must be conducted in private conference. b. Employee must be notified of complaint within 10 days. c. Any material entered in employee's file must comply with procedure for inclusion of materials in Personnel Files. 	<ul style="list-style-type: none"> a. Community complaints will be made to the Principal of the school. b. If the Principal feels further action is necessary, he/she refers the matter to the Superintendent. c. If the Supt. wishes, the matter may be brought to the Bd. of Ed. d. The Board may hold an executive personnel hearing. e. The Board's decision will remain confidential.

RICHMOND

SAN DIEGO

HAYWARD

- | | Not mentioned | |
|---|---------------|---|
| a. Attempt to handle complaint informally. | | a. Employee shall receive a copy of the complaint and the administrative action taken. |
| b. If that fails, citizen complaint must be presented in writing. | | b. Employee shall have right to meet with those making the accusations in order to resolve the problem. |
| c. A meeting may be held between citizen, Association representative and Principal in which Principal renders a decision. | | |
| d. This decision may be appealed to the Department Head who may render a decision. | | |
| e. This decision may be appealed to the Superintendent. | | |
| f. The Supt's decision may be appealed to the Bd. of Ed. whose decision is final. | | |

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
11 Student Discipline	<p>a. Union and employer agree that student discipline policies shall conform to applicable state and federal law .</p> <p>b. Employer shall give direct legal and other related assistance for any assault on teacher while performing duties.</p> <p>c. Teachers shall not forfeit sick leave if they miss work as a result of assault.</p> <p>d. Teachers to be reimbursed for damage or destruction to personal property.</p>	<p>a. Disruptive students are defined as those whose actions lead employee to feel threatened.</p> <p>b. Teachers may send such students to appropriate administrator.</p> <p>c. In case of assault, attack, or threat, teacher must notify administrator and prepare written statement.</p> <p>d. District shall provide legal counsel for employee at district-initiated trial or at civil or criminal trial.</p>	<p>a. Upon serious threat or assault of a teacher by a pupil, the teacher must submit a sworn affidavit to Principal and Union.</p> <p>b. Principal shall take appropriate steps, including a hearing.</p> <p>c. A written description of rights and duties of all administrators and teachers with respect to student discipline as it affects teacher safety, shall be presented to each teacher.</p>

RICHMOND

- a. District may exclude, on teacher's recommendation, any student whose behavior fulfills any of the specific conditions listed, including "filthy or vicious habits," "suffering from a contagious disease, physical or mental disability," or "who demonstrates violent behavior."
- b. Teacher may suspend students for any acts enumerated in Education Code, Section 48900.
- c. Teachers may use reasonable force in the performance of their duties.
- d. If teacher is prosecuted, entitled to reasonable expenses incurred.
- e. \$5,500,000 coverage against personal liability or damage.

SAN DIEGO

- a. Supervisors will firmly and promptly support teachers in maintaining good discipline. Teachers will firmly and promptly support supervisors.
- b. A teacher may suspend a student from his/her class for the day of the incident and the day following, for good cause.

HAYWARD

- a. Bargaining unit employees may use such force as is reasonable to protect herself or himself from attack, protect other persons or property, to quell a disturbance threatening physical injury to others or to obtain possession of dangerous weapon.
- b. Report assault to appropriate Law Enforcement officials.
- c. Teacher may request Board to furnish legal counsel. Board's decision may depend on findings of court.
- d. A teacher may suspend a pupil from his/her class, for good cause, for day of the suspension and day after.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
12 Evaluation Procedures	<p data-bbox="261 1461 318 1731">“for express purpose of improving instruction”</p> <ol style="list-style-type: none"> 1. Probationary teachers evaluated annually; tenured teachers may be evaluated biannually. 2. Evaluation performed by appropriate administrator with teacher’s full knowledge. 3. Statements are to be related to job performance. 4. If improvement is needed, the evaluator, upon request, should provide assistance. 5. Signed and dated copies of the evaluation are to be submitted to teacher within 10 days. 6. Teacher (with representative present) can discuss evaluation with evaluator. 7. Teacher has right to respond to evaluation in writing. 8. Teachers have right to develop programs with principals to evaluate site administrators performance. 9. The principal will make a report to the Area Superintendent on any teacher who has been evaluated as not satisfactory and give a copy of the report to teacher. 	<ol style="list-style-type: none"> 1. Each employee will be given <i>Revised Certificated Employee Guidelines, 1974</i>. 2. Tenured employees will be evaluated at least every two years; probationary employees annually. 3. The Administration will inform the employee on what he/she will be evaluated and who the evaluator will be. 4. The evaluator and teacher will meet to establish a specific plan for the evaluation program, which should include specific performance standards and criteria based on student progress, pupil and environmental control. 5. The evaluator shall provide assistance to teacher to help achieve objectives. 6. Evaluation will be based on scheduled and unscheduled observations and post-observation conferences. 7. The final review will take place on last workday in April. 8. Employee can submit letter of rebuttal to final evaluation report. 9. The employee will be given 90 days notice, prior to charges of incompetency. 	<ol style="list-style-type: none"> 1. Based on performance in classroom. Visits shall last at least thirty minutes each. 2. Permanent teachers will have 2 visits during an evaluation year; probationary teachers, 3 visits each year. 3. A meeting will be held with teacher after 2 visits. 4. Parents and secondary school students shall participate in teacher evaluation. 5. Unsatisfactory evaluations must be based on a minimum of 4 visits. 6. At the time of notification of possible unsatisfactory evaluation the evaluator shall provide written recommendations for improvement. 7. An Evaluation Committee, composed of an equal number of persons appointed by the Union and the Board, shall develop evaluation forms. 8. Teachers will not regularly be required to submit lesson plans. 9. The District shall not make any ranking of teachers for evaluation purposes. 10. Evaluation procedures subject to grievance procedure, including right to request representation if disciplinary action is possible.

RICHMOND

1. Probationary employees will be evaluated at least once each school year, permanent employees, at least every other year.
2. The evaluator and employee shall meet and mutually agree on the elements of the evaluation.
3. Each evaluation shall be based on at least one observation, followed by a conference.
4. At least 3 observations shall be made before any negative comments or judgements are included in the final evaluation.
5. Any employee who receives a negative evaluation shall be entitled to at least (1) additional observation, conference and written evaluation.
6. The evaluator shall take affirmative action to assist employees in correcting any cited deficiencies.

SAN DIEGO

1. Probationary teachers will be evaluated at least once each year; permanent teachers at least every other year.
2. The elements of the evaluation will be based upon progress of students toward established goals, performance of non-instructional duties, and the establishment of a suitable learning environment.
3. The evaluator-evalutee will strive to establish a satisfactory relationship; recommendations from a third party may be sought where differences exist; the decision of the evaluator's supervisor will be final.
4. The evaluator and evaluatee shall mutually agree on the assessment techniques.
5. A Performance Evaluation Addendum will be used for evaluations which have been rated as Requiring Improvement or Unsatisfactory.
6. Counseling and Assistance will be made available to teachers who receive such evaluations.
7. The Summary Evaluation Report shall contain the final judgement of the supervisor performing the evaluation and comments by evaluatee; the evaluator and evaluatee shall hold a Conference to discuss the Report.

HAYWARD

1. The evaluator and evaluatee shall meet to discuss the elements of the evaluation which shall be based upon progress of pupils toward established standards; maintenance of suitable working environment and performance of non-instructional duties.
2. Any impasse regarding the evaluation worksheet will be resolved by the chairperson of the appropriate District Curriculum Council and the Asst. Superintendent.
3. There will be 2 Interim Evaluation Reports and Conferences for employees marked "Requires Improvement" or "Unsatisfactory", based on past evaluations.
4. The Summary Evaluation Report and Conference shall be completed no later than 60 days prior to the end of the year.
5. After an observation, the evaluator and employee shall meet to discuss the report.
6. The evaluator shall provide specific counselling and assistance to the evaluatee on elements considered unsatisfactory or needing improvement.
7. Permanent employees are to be evaluated every other year; other employees annually.
8. The employee has the right to attach a written response to each evaluation document.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
13 Grievance Procedure and Arbitration	<p>With Final and Binding Arbitration</p> <p>Definition:</p> <p>Grievance: “A claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.”</p> <p>(Definition expanded by employer agreement to “continue present written policies as contained in the Board Policy Manual and 1976-77 Salary Schedule Booklet relating to terms and conditions of employment of members of the bargaining unit such as wages, hours and working conditions not covered by this contract.” Failure of management to adhere to past practices would become a grievable matter.)</p> <p>Time limits: 70 days to arbitration.</p>	<p>Binding Arbitration</p> <p>Arbitrability determined by courts.</p> <p>Definition:</p> <p>Grievance: Written complaint by an employee that there has been an alleged violation, misapplication, or misinterpretation of contract provisions.</p> <p>Grievant: Unit member covered by contract.</p> <p>Time limits: 87 days to arbitration.</p>	<p>With Binding Arbitration</p> <p>Definition:</p> <p>Grievance: “Formal, written allegation by a teacher that he/she has been adversely affected by a violation or a dispute regarding the meaning, application or interpretation of a specific Provision” of Agreement. Separate mechanism for alleged violations of law, Board policy and administrative regulations.</p> <p>Grievant: Any teacher covered by terms of Agreement. Union may grieve Art. V (rights or prerogatives of Union).</p> <p>Time limits: 90 days to arbitration.</p>

RICHMOND

SAN DIEGO

HAYWARD

With Binding Arbitration *

Definition: "A claim by one or more of the members of the unit or the Association that there has been a violation or misapplication of the Agreement that has adversely affected" same.

Time limits: 90 days to arbitration, including arbitration selection procedure

30 days for completion for arbitration.

*Uses arbitration panel with three panel members.

1. With Advisory Arbitration

2. Appeal to Board of Education

Definition:

Grievance: "Claim by one or more teachers in the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement which adversely affects" same.

Grievant: Teacher, a group of teachers (in the case of a mutual agreement or commonality of facts) or the Association (regarding Association's rights).

Time limits: 80 days to arbitration.

*Grievants and witnesses not on pay status during arbitration hearing.

With Advisory Arbitration

Definition: "A claim regarding the interpretation or application" of the Agreement.

Grievant: Any unit employee of District. Association can grieve Art. XVI (Association's rights) and Art. VII (Negotiating Procedures).

Scope: Excludes "Resolution of matters for which other procedures are provided by Federal or State law... such as dismissals, HEW, EEOC, FEPC, and OSHA claims."

Time limits: 100 days to arbitration.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
14 Organizational Rights and Union Security Clauses	<ul style="list-style-type: none"> a. Bulletin board space. b. Union reps can visit schools. c. Agenda and minutes of each meeting of board available to Union. d. Notices, directives from Central Office sent to Union. e. Board makes statistics, data relevant for negotiations available to Union. f. Payroll deduction of dues. g. Monthly meetings at each school site between Principals and Union Building Committee. 	<ul style="list-style-type: none"> a. Bulletin board space. b. Association reps have right of access to employees and areas in which they work. c. Packet of materials of regular Board meetings available to Union. d. Use of District delivery services and mail boxes. e. Board supplies Association with list of all new teachers and list of employees by work site. f. Payroll deduction of dues. g. Agency shop. 	<ul style="list-style-type: none"> a. Bulletin board space. b. Union reps can visit schools. c. Agenda and Board minutes available to Union. d. Use of District mail boxes. e. Information, statistics and records relevant to negotiations and this agreement will be available to Union. f. Members of the bargaining unit on any body established by District shall be appointed by Union. (within scope). g. Payroll deduction of dues. h. Monthly meetings between Board and union.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
15 Release Time for Grievance Processing	Grievant(s) and Union Rep, with pay.	Designated Association reps, with pay.	One person designated by Union, limited to ½ day per week.

RICHMOND

- a. Bulletin board space.
- b. Association reps have right of access to employees and areas in which they work.
- c. Reasonable access to school mail service.
- d. Board supplies Association with list of all new teachers and list of employees by work site.
- e. Payroll deduction of dues.

SAN DIEGO

- a. Bulletin board space.
- b. Authorized reps permitted to transact Association business at school sites.
- c. Use of school mail service.
- d. Association can have one official Association rep at each school.
- e. Payroll deduction of dues..

HAYWARD

- a. Bulletin board space.
- b. Association reps have access to unit employees before and after school.
- c. Use of school mail system and mail boxes.
- d. Maintenance of membership.

RICHMOND

A reasonable number of Association reps, for reasonable time, with pay.

SAN DIEGO

Association rep, for reasonable amount of time.

HAYWARD

Reasonable number, for reasonable amount of time, with pay.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
16 Fringe Benefits	<p>a. Health program - employee selects plan available through Health Service System, City and County of San Francisco. Employer contributes \$32.54/month.</p> <p>b. Dental plan - Employer pays full premium - \$21.16/month-employees and dependents.</p> <p>c. Orthodontia - ½ of services up to \$500/case.</p> <p>d. Drugs - Employer-\$2.77/month-Full premium.</p> <p>e. Long-term Group Disability - \$13.42/month-Employer.</p> <p>f. Group life - \$4.80/month-Employer.</p>	<p>a. Health plan - 2 choices-paid by employer.</p> <p>b. Dental plan - paid by District.</p> <p>c. Long-Term Disability Insurance - paid by District.</p> <p>d. Life insurance - \$2500 death, \$2500 accident.</p> <p>e. Liability Insurance.</p> <p>f. Vision care.</p> <p>g. Annuity Program - 7½% of salary.</p>	<p>Maintains fringe benefits at same level of service provided during 1976-77.</p> <p>a. Health plan - 3 choices.</p> <p>Full cost for each 73% employee and dependents paid by District.</p> <p>b. Dental Plan - paid by District.</p> <p>c. Life Insurance - paid by District - \$5,000.</p>

Reopener: July 1, 1978

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
17 Management (Dist.) Rights	<p>1. The District retains all rights, authorities and duties conferred upon and vested in it by Laws and Constitution of U.S. and State of California.</p> <p>2. Continues present written policies contained in Board Policy Manual and 1976-77 Salary Schedule for members of bargaining unit not covered by contract.</p>	<p>District retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws, Constitution of State of California and Constitution of U.S., except as limited by specific and express terms of the Agreement.</p>	<p>1. Board retains all powers and authority to direct and control District to the full extent of the law.</p> <p>2. May be modified only in extreme emergency, such as earthquake, fire, flood, or major civil disruption, whose determination shall be subject to expedited arbitration.</p>

RICHMOND

- a. Health Insurance - Fully paid plan for employee and dependents - choice of two plans.
- b. Prescription Drugs - paid by District.
- c. Dental Plan - paid by District.
- d. Property Damage - Board reimburses for loss or damage to personal clothing and property incurred during service for District.

SAN DIEGO

- a. Health Insurance - paid by District-choice of two plans.
- b. Dental Benefits - paid by District.
- c. Life Insurance - paid by District-\$7500.

HAYWARD

The program specifies an entitlement to a dollar amount which employee directs District to spend among certain available benefits including Medical, Dental, Life Insurance, Annuity and Income Protection.
Maximum Paid: 1977-78-\$1250.

RICHMOND

- 1. District reserves the right to make final decision with regard to all matters not within scope of representation.

- 2. All rights invested in District shall remain, unless modified by this agreement. Rights detailed.

SAN DIEGO

All matters not specifically enumerated in this agreement are reserved to the employer and may not be a subject of meeting and negotiating, grievances.

HAYWARD

District retains all of its powers and authority to direct, manage and control to the full extent of the law, except as limited by specific and express terms of the agreement.

ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
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18 No Strike Clause	Yes	Yes	Yes
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ITEM	SAN FRANCISCO	OAKLAND	BERKELEY
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19 Early Retirement	<p>1. Commitment to improve retirement system offered by State and City to increase options for early retirement.</p> <p>2. Right to be consultant to School District at age 55.</p> <p>3. Establishment of a Joint Committee to develop recommendations to increase incentives for early retirement.</p> <p>3. Teachers retiring during the 1977-78 school year, shall receive the 1977-78 active adjustment to their salary.</p> <p>4. Until age 65, a retiree shall receive the same fringe benefits provided for other certificated employees.</p>	<p>Not mentioned.</p>	<p>1. Early retirement program: eligibility based on ten years of consecutive appointment with District and age of 55 years.</p> <p>2. Maximum fee for Consultancy Contract is \$5,000/year.</p> <p>3. Teachers retiring during the 1977-78 school year, shall receive a \$1,000 retro-active adjustment to their salary.</p> <p>4. Until age 65, a retiree shall receive the same fringe benefits provided for other certificated employees.</p>
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RICHMOND

SAN DIEGO

HAYWARD

Yes

No

Yes

RICHMOND

SAN DIEGO

HAYWARD

The District provides for a phased-in retirement program, as contained in Education Code, Sections 44922 and 22724.

Not mentioned.

1. Early retirement option:

a. Consultant services

b. Contracts

c. Guidance

2. Eligibility:

a. Between the age of 55 and 60.

b. Reached Step 13 on Columns C, D, or E of Salary Schedule.

ITEM

SAN FRANCISCO

OAKLAND

BERKELEY

20

Leaves

1. Unpaid Leaves
 - a. Long-term personal or professional--semester or 1 year--may be extended.
 - b. Long-term parental leave
 - i. Apply within 3 years of childbirth.
 - ii. May return to same position if one year or less.
 - c. Long-term public service leaves.
 - d. Long-term military leave.
 - e. Short-term business--20 days/year.
2. Paid Leaves
 - a. Sick leave--10 days (may use up to 6 for personal, legal, business, religious, household, family matters).
 - i. Absences due to injury incurred in course of employment shall not be charged against sick leave.
 - ii. May be used for pregnancy.
 - b. Extended sick leave--100 days; salary minus substitute's pay.
 - c. Military leave--18 days.
 - d. Medical exam--required by employer.
 - e. Jury duty or court appeals.
 - f. Bereavement
 - i. Immediate family--3 days
 - ii. Second degree relative--1 day.
 - g. Sabbaticals--
 - i. No less than 2% of bargaining unit.
1. Leaves of Absence--Without Pay
 - a. Limited to one year.
 - b. Prior to and following pregnancy leave or childbirth for one year.
 - c. Study leave.
 - d. Travel.
 - e. Overseas teaching--maximum of 5 teachers in school.
 - f. Leaves for public office.
 - g. Association leave.
 - h. Legislative leave.
2. Leaves of Absence with Pay
 - a. Sick leave--10, 11, 12 days.
3. Extended Sick Leave--100 days--cost of substitute deducted.
4. Occupational Leave--work-related--60 days.
5. Pregnancy Leave--may use sick leave and extended sick leave--During this period, employees shall have district contributions to cover fringe benefits.
6. Military Leave
7. Funeral Leave
8. Jury Duty
9. Sabbatical
 - a. At least 7 full-time consecutive years of satisfactory service.
 - b. Must agree to work for District upon return for twice leave time.
 - c. Maximum of 16 teachers/year; compensated at 2/3 salary.
1. Leaves of Absence Without Compensation
 - a. Maximum of one school year.
 - b. Additional leave may be granted in one year increments.
 - c. Certificated employees shall not lose any seniority rights.
 - d. Employee has right to return to same or comparable position.
2. Sick Leave: 10 days/year
3. Sick Leave Bank
 - a. Limited to employees with at least 22 days accumulated sick leave.
 - b. Drawn after regular sick leave is exhausted.
 - c. Not credited for more than deposited.
4. Extended Sick Leave
 - a. For 100 days or less, after regular sick leave, shall receive regular salary less amount paid to substitute.
5. Maternity/Paternity Leave.
 - a. Granted leave for this purpose.
 - b. Can utilize sick leave.
 - c. First 89 days--paid salary less cost of substitute.
 - d. After 89 days--extended maternity leave provided without pay.
6. Bereavement Leave
7. Personal Necessity, Personal Leave and Emergency Leave--may use up to maximum of 6 days of sick leave.
8. Jury Duty
9. Court Appearance
10. Military Leave
11. Professional Leave
12. Civic Participation Leave
13. Sabbatical Leave
 - a. ½ salary for one year or one semester for advanced studies.
14. Religious Leave--two days
15. Union Leave
16. Medical Leave Without Pay

RICHMOND

1. Elected or appointed officers or delegates of the Association may receive 20 days/year to attend organizational meetings without salary deduction--individual employees, 5 days/year.
2. Bereavement Leave--3 days.
3. Court Summons--Jury Duty.
4. Extended Illness Leave--5 months or less --salary less cost of substitute, beginning after utilization of all accumulated sick leave.
5. Extended Personal Leave, unpaid--one year.
6. Health Leave--one year.
7. Industrial Accident or Illness Leave--60 days, paid.
8. Maternity & Child Care--can utilize sick leave; also utilized unpaid leave of absence.
9. Military Leave.
10. Personal Leave.
11. Personal Necessity Leave--6 days.
12. Sabbatical
 - a. Served at least 7 years in district.
 - b. 1% of certificated employees/year.
 - c. Formal study--independent study.
 - d. One year or one semester.
13. Sick Leave--10 days/year.
14. Study Leave Without Pay.
15. Teacher on paid or unpaid leave has right to return to position he/she left.

SAN DIEGO

1. Sick Leave
 - a. Annual maximum combined allowance of full salary and half-salary--110 days.
 - b. After exhaustion of both full salary & half-salary sick leave, teacher may request a health leave of absence, not to exceed a year, subject to annual renewal up to 3 years.
2. Personal Necessity Leave--may use up to six days of full salary sick leave.
3. Long Term Leave Without Pay
 - a. Up to one year--may be extended for a period not to exceed three years.
 - i. Professional study
 - ii. Parental
 - iii. Travel
4. Sabbatical Leave
 - a. Employed 7 consecutive years in District.
 - b. Must render a period of service twice amount of leave.
 - c. Up to one year.
 - d. ½ salary.
 - e. ½ of 1% of certificated teachers/yr.
 5. Opportunity Leave--improving job-related skills.
 6. Bereavement Leave--three days immediate family/5 days out of state.
 7. Absence on District Business--with pay.

HAYWARD

1. Health and Disability-10 days
 - a. Up to 5 months--salary minus sum paid to substitute.
2. Extended Health and Disability Leave--up to 18 months without pay.
3. Personal Necessity Leave--maximum of 6 days.
4. Leave for Serious Illness or Injury in Family--3 days.
5. Bereavement Leave--3 days.
6. Jury Duty.
7. Religious Holidays--3 days without pay.
8. Industrial Accident Leave--60 days.
9. Legislative Leave.
10. Military Service Leave.
11. Pregnancy Leave--may use sick leave, may request personal leave without pay.
12. Child Care Leave--1 year without pay.
13. Educational Improvement Leave--1 year without pay.
14. Leaves of Absence for Conducting School Business or Professional Business with pay.
15. Sabbatical Leave--1 year
 - a. Seven consecutive years with District.
 - b. 1% of Certificated employees/year.
 - c. 75% of salary.

San Francisco Unified School District
July 1, 1977 - June 30, 1979

A. 8% increase over 1976-77 Salary Schedule

B. Salary Schedule (After Sept. 1, 1977)

Rating	Classification I	Classification II	Classification III
	BA Semester Hours	BA + 30 Semester Hours	BA + 60 Semester Hours
1	\$10,130	11,535	12,340
2	10,690	12,140	13,060
3	11,250	12,745	13,780
4	11,810	13,350	14,500
5	12,370	13,955	15,220
6	12,930	14,560	15,940
7	13,490	15,165	16,660
8	14,050	15,770	17,380
9	14,610	16,375	18,100
10	15,170	16,980	18,820
11	15,730	17,585	19,540
12	16,290	18,190	20,260
13	16,850	18,795	.
14	17,410		
Career Increment A	20,980
Career Increment B	21,700

Note:

Increments (one rating increase) will be granted all teachers meeting requirements in 1976-77 school year on Sept. 1, 1977, for 1977-78 school year increment effective spring term 1978 and those meeting requirements for 1978-79 school year will receive increment on October 1, 1978. In effect they will be granted three incremental advances over the two year period.

Oakland Unified School District
Jan. 23, 1978 - June 30, 1980

- A. Schedule effective Oct. 15, 1977
 B. 5% increase on July 1, 1978
 C. Salary Schedule

Step	Column A 4 years' preparation	Column B 5 years' preparation	Column C 6 years' preparation
1	\$ 9,267	10,551	11,835
2	9,765	11,109	12,393
3	10,263	11,667	12,951
4	10,761	12,225	13,509
5	11,259	12,783	14,067
6	11,757	13,341	14,625
7	12,255	13,899	15,183
8	12,753	14,457	15,741
9	13,251	15,015	16,299
10	13,749	15,573	16,857
11	14,247	16,131	17,415
12		16,689	17,973
13			18,531

Earned Doctorate or Equivalent: \$1,296
 Anniversary Increment - 20 years' experience: \$465

Berkeley Unified School District
July 1, 1977 - June 30, 1978

A. 5% increase

B. Salary Schedule

Class	A	B	I	II	III	IV	V	VI	VII
Training	Less than 60 units	60 units	BA	BA + 24	BA + 36	MA or BA + 48	BA + 42 inc. MA MA + 12	BA + 54 inc. MA MA + 24	BA + 66 inc. MA MA + 36
Steps									
1	7,973	9,579	9,896	10,544	10,860	11,193	11,482	11,779	12,121
2	8,281	9,940	10,257	10,977	11,338	11,698	12,031	12,355	12,671
3	8,592	10,301	10,617	11,409	11,815	12,195	12,654	12,878	13,293
4	8,902	10,661	10,977	11,834	12,266	12,699	13,104	13,491	13,888
5	9,212	11,022	11,274	12,266	12,735	13,203	13,635	14,068	14,502
6	9,530	11,382	11,708	12,699	13,203	13,699	14,167	14,637	15,104
7	9,848	11,743	12,059	13,131	13,654	14,203	14,708	15,213	15,709
8	10,166	12,103	12,419	13,572	14,149	14,708	15,249	15,782	16,321
9	10,484	12,464	12,770	13,987	14,600	15,213	15,782	16,358	16,935
10		12,634	12,960	14,222	15,069	15,709	16,313	16,925	17,529
11		12,804	13,131	14,411	15,312	16,313	16,854	17,485	18,132
12		12,963	13,301	14,628	15,556	16,492	17,386	18,053	18,747
13		13,143	13,474	14,770	15,808	16,781	17,701	18,629	19,349
14			13,631	14,928	16,060	17,070	18,016	19,070	19,822

With Doctoral Degree \$500

Richmond Unified School District
July 1, 1977 - June 30, 1979

A. 5.5% increase over 1976-77 rates
 B. Re-opener - April 1, 1978
 C. Salary Schedule

	Range 1 AB Reg. Cred.	Range 2 AB+15	Range 3 AB+30 or AB+15 with MA	Range 4 AB+45 or AB+30 with MA	Range 5 AB+60 or AB+45 with MA	Range 6 AB+72 or AB+57 with MA
Step						
1	10464/872	11004/917	11520/960	12048/1004	12588/1049	13104/1092
2	10860/905	11436/953	12000/1000	12576/1048	13128/1094	13704/1142
3	11244/937	11868/989	12468/1039	13080/1090	13680/1140	14292/1191
4	11640/970	12276/1023	12924/1077	13596/1133	14244/1187	14892/1241
5	12012/1001	12708/1059	13404/1117	14100/1175	14796/1233	15492/1291
6	12408/1034	13128/1094	13872/1156	14604/1217	15360/1280	16092/1341
7	12792/1066	13572/1131	14352/1196	15120/1260	15900/1325	16680/1390
8	13176/1098	13992/1166	14808/1234	15636/1303	16464/1372	17280/1440
9	13560/1130	14424/1202	15276/1273	16152/1346	17016/1418	17880/1490
10	13932/1161	14832/1236	15756/1313	16656/1388	17568/1464	18468/1539
11	14316/1193	15264/1272	16212/1351	17172/1431	18120/1510	19068/1589
12	14700/1225	15696/1308	16680/1390	17676/1473	18660/1555	19656/1638
13	15096/1258	16116/1343	17172/1431	18192/1516	19212/1601	20256/1688

Earned Doctorate \$350
 Longevity Payment-27 years experience: 500

San Diego Unified School District
July 1, 1977 - June 30, 1978

A. 5.5% increase over 1976-77 rates

B. Salary Schedule

Step	Class A BA	Class B BA + 18	Class C BA + 36 or MA	Class D BA + 60 or BA + 54 with MA	Class E BA + 72 with MA	Class F BA + 90 with MA
1	\$10,460	11,140	11,820	12,500	13,180	13,860
2	10,878	11,558	12,238	12,918	13,598	14,278
3	11,314	11,993	12,673	13,353	14,033	14,713
4	11,766	12,446	13,126	13,806	14,486	15,166
5	12,237	12,917	13,597	14,277	14,957	15,637
6	12,727	13,407	14,086	14,766	15,446	16,126
7	13,236	13,916	14,596	15,276	15,956	16,636
8	13,765	14,445	15,125	15,805	16,485	17,165
9	14,316	14,995	15,675	16,355	17,035	17,715
10	14,888	15,568	16,248	16,927	17,607	18,287
11		16,163	16,843	17,523	18,202	18,882
12			17,462	18,142	18,822	19,502
13				18,786	19,466	20,146
14					20,136	20,815
15						21,512

Hayward Unified School District
July 1, 1977 - June 30, 1978

A. 5% increase over 1976-77
 B. Salary Schedule

Step	Column A				
	A.B.	B A.B. + 15	C A.B. + 30	D A.B. + 45	E A.B. + 60
1	\$ 9,647	9,859	10,419	10,699	11,191
2	10,129	10,342	10,998	11,277	11,866
3	10,612	10,824	11,576	11,856	12,541
4	11,094	11,306	12,155	12,435	13,216
5	11,576	11,789	12,734	13,014	13,892
6	12,059	12,271	13,313	13,593	14,567
7	12,541	12,753	13,892	14,171	15,242
8	13,023	13,236	14,471	14,750	15,918
9	13,506	13,718	15,049	15,329	16,593
10	13,988	14,200	15,628	15,908	17,268
11	14,471	14,683	16,207	16,487	17,943
12	14,953	15,165	16,786	17,066	18,619
13	15,435	15,647	17,365	17,644	19,294

One and only one increment may be earned

Master's Degree \$350
 Doctor's Degree 525
 Career Increment at E-18 350

