

## **ARTICLE 3. DEFINITIONS**

### **Section 3.1: GENERAL DEFINITIONS**

The following general definitions apply to all articles of this Contract:

- 3.1.1. "Agreement" means the Collective Negotiations Contract between the San Diego Unified School District and the San Diego Education Association, CTA/NEA.
- 3.1.2. "Association" means the San Diego Education Association, CTA/NEA.
- 3.1.3. "Board of Education" means the Board of Education of the San Diego Unified School District.
- 3.1.4. "Early Childhood Education Programs" includes Child Development Centers, State Preschool Programs, Extended Day Magnet Programs, and School-Age Parenting and Infant Development Programs (SAPID).
- 3.1.5. "Daily Rate of Pay" is a divisor for salary deduction used in calculating salaries for contract unit members serving less than a full school year. The divisor is 184.
- 3.1.6. "Day" or "Workday" is any day when the unit member is scheduled to be on duty and the central administrative offices of the District are open for business.
- 3.1.7. "Department Head" means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all certificated and classified employees assigned to the department.
- 3.1.8. "District" means the San Diego Unified School District also known as San Diego City Schools.
- 3.1.9. "Division" refers to any of the following major organizational units (Divisions): School Services; Human Resource Services; Finance; Information Services Bureau; Planning, Assessment and Accountability; Communications and Community Relations; and Business Services. Division, when used in this Agreement, may mean either the major district organizational unit (Division) or a particular division office empowered to render decisions, responses, or approvals on behalf of the division.
- 3.1.10. "Division Head" refers to the administrator in charge of a division, with total responsibility to manage all affairs of the division including general control of all certificated and classified employees assigned to the division. In the case of the instructional services, each instructional leader shall be the division head for his/her assigned area.
- 3.1.11. "Intersession Unit Member" is one employed on a temporary basis to teach in an intersession, in a similar capacity to a summer school unit member.
- 3.1.12. "Itinerant Unit Member" is a unit member who may provide services to students of more than one (1) site and who is assigned to one (1) central office cost center.

- 3.1.13. "Principal" means the chief executive officer (site supervisor) of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified employees assigned to serve in the school.
- 3.1.14. "Priority Staffing School" is a school which has more than thirty percent (30%) of the total assigned certificated staff, for a period of two (2) or more consecutive years, who are any of the following: first (1<sup>st</sup>) year permanent status, probationary status, leave replacement status, interning, or working under an emergency credential. Such schools are typically characterized by a higher-than-average turnover rate and a lower-than-average response to positions available during post and bid periods.
- 3.1.15. "Prorata Pay" is the regular contract unit member's basic annual contract salary including special compensation, if any, divided by the total number of days in the unit member's regular work year to determine a daily pay rate. Other than for summer school and intersession rates as defined in this Contract, for assignments of less than eight (8) hours per day, the daily rate shall be divided by eight (8) to determine hourly rate.
- 3.1.16. "Regular Contract Unit Member" is one employed on a continuing contract for the number of workdays specified in Section 8.1 of this Contract.
- 3.1.17. "Seniority" of a unit member, unless otherwise herein stated, shall be defined as beginning from the last effective date of employment in a position within the bargaining unit. A person remaining in the employment of the District who leaves the bargaining unit shall continue to accrue seniority in the certificated bargaining unit for up to three (3) years. An authorized leave of absence shall not constitute a break in service for seniority purposes. Further, any unit member whose resignation has been rescinded or who is reemployed without a break in service shall be afforded accrued seniority.
- 3.1.18. "Summer School Unit Member" is one employed on a temporary basis to teach in a summer school or extended school year instructional program.
- 3.1.19. "Superintendent" means the Superintendent of Schools of the San Diego Unified School District.
- 3.1.20. "Supervisor" means the principal or other management employee responsible for general control and supervision of certificated and classified staff.
- 3.1.21. "Unit Member" refers to any employee who is included in the certificated employees' bargaining unit and, therefore, covered by the terms and provisions of this Agreement.
- 3.1.22. "Visiting Teacher" is a credentialed unit member employed to work in the absence of a regular contract unit member.
- 3.1.23. "Year-round Program Unit Member" is one employed as a regular contract unit member but whose days of service, as defined in this Agreement, are distributed over the twelve (12) month year-round school program or a twelve (12) month services program.

The Parties agree to review and revise these definitions if the organizational structure of the District is modified at any time during the life of this Agreement. This will occur through the Contract Administration Committee.