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K800207

July 1, 2004  
to  
June 30, 2007

Santa Ana Unified School District and Santa Educator Association

## ARTICLE I

### 1.0 DURATION

1.1 This Collective Bargaining Agreement (CBA) is made and entered into this *23<sup>rd</sup> day of March, 2004* between the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California, 92701, hereinafter referred to as the "District", and the Santa Ana Educators Association/CTA/NEA, 2107 North Broadway, Suite 305, Santa Ana California, 92706, hereinafter referred to as the "Association".

1.2 The term of this Agreement is for the three (3) school years commencing July 1, 2004 and terminating June 30, 2007. This Agreement shall be entered into upon ratification by the SAEA and the District and shall become effective July 1, 2004.

1.3 Both parties agree that during the term of this three (3) year Agreement, either party may demand bargaining pertaining to State or Federal legislation.

1.4 The District may re-open negotiations in accordance with 7.6.2.1.

1.5 The Association may re-open negotiations in accordance with 7.6.3.2.

1.6 Other sections of the CBA may be re-opened only by mutual consent except where specifically permitted by the CBA itself or required by law.

1.7 No later than May 1, 2007 each party shall present proposals for a successor agreement.





## ARTICLE III

### 3.0 DEFINITIONS

3.1 "Unit Member" - Unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized negotiating unit described in Article II (Recognition).

3.2 "Duty Day" - Any day on which unit members are to provide service in accordance with the hours of work stipulated herein.

3.3 "Teaching Day" - Any duty day when students are required to be in attendance.

3.4 "Instructional Day" - The actual time spent instructing students.

**3.5 "Evaluations" - The document produced as a result of formal observations and conferences as required by the Stull Bill during the course of one school year.**

**3.6 "Standard(s)" - When used with a Capital "S" shall refer to the California Standards for the Teaching Profession (CSTP).**

3.7 "Daily Rate of Pay" - Determined by dividing the annual contract salary by the number of duty days.

3.8 "Hourly Rate of Pay" - Determined by dividing the daily rate of pay by the number of hours the duty day.

3.9 Personal pronouns herein are for language convenience and do not reflect gender.

3.10 Whenever there is a reference in this Agreement to Division Superintendent, it means the appropriate superintendent in charge of the following divisions:

- Business
- Curriculum and Instruction
- Facilities
- Human Resources
- Operations
- Personnel

Area Administrators are designees for the Deputy Superintendent/Chief Academic Officer.

3.11 MTYRE - Multi-Track Year-Round Education

3.11.1 Multi-Track Year-Round Rotating Teacher: A teacher at a multi-track year-round school

who changes classrooms two or more times yearly for the purpose of increasing the student capacity of the school.

3.11.2 Multi-Track Year-Round Roving Teacher: A Teacher at a multi-track year-round school who voluntarily changes classrooms monthly (allowing three other teachers to stay in the same classroom) for the purpose of increasing student capacity of the school.

3.11.3 Multi-Track Year-Round Sharing Teacher: A teacher at a multi-track year-round school who prepares his or her classroom when going off cycle for a roving teacher whose class will be occupying the room.

3.12 For purposes of defining full-time for the Academic Performance Index (API), full-time shall be in accordance with the Collective Bargaining Agreement (CBA).







## ARTICLE IV

### 4.0 ASSOCIATION RIGHTS

4.1 The Association shall have the right to make use of school buildings and facilities at all reasonable hours when not otherwise being utilized as determined by the site administrator. The Association must obtain permission from the site administrator prior to the use of any equipment for any Association business.

4.2 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided at each school site in an area frequented by unit members. The Association may use the District mail service in a manner acceptable to the United States Postal Service and unit member mailboxes for communications to unit members. All posted material and material placed in mailboxes shall be identified as Association material. A copy shall be provided the site administrator or placed in his/her office prior to posting or placing in mailboxes for information purposes. A copy shall be sent to the Associate Superintendent, Human Resources.

4.2.1 When notices of activities and matters of concern originate with CTA or NEA, a cover letter shall be provided by SAEA to the site principal or his/her designee authorizing the posting and/or distribution to the mail boxes, along with a copy of the materials to be posted and/or entered into the mailboxes.

4.2.2 Posting of election materials on the designated bulletin board(s) and/or the placing of election materials in mail boxes shall be allowed. Said materials shall involve the internal elections of the Association and need not show Association identification.

**4.2.3 Authorized representatives of SAEA shall be permitted the use of district email, faxes, and other electronic devices to transact official Association business provided the business does not interfere with the instructional process and/or interfere with the performance of assignments made by the administrator.**

**4.2.3.1 Email, faxes, and other electronic devices may not be utilized to encourage or condone illegal activities.**

**4.2.3.2 Email may be used by unit members outside times of active instruction such as before and after school and during duty free lunches.**

**4.2.3.3 Association shall have the right to sign and process all grievances without the presence of the unit member on whose behalf the grievance is being processed.**

**4.3.3.1 This does not change section 6.11.8 of the CBA**

**which provides for the right of an individual to file and process his/her grievance without Association representation.**

4.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property provided the business does not interfere with the instructional process and/or interfere with the performance of assignments made by the administrator.

4.4 Tuesday shall be designated as Association meeting day. No meetings with required attendance by unit members will be scheduled from the end of the school day until 7:00 p.m. On the Tuesday on which the Association's Representative Council meets, no meetings with required attendance by unit members will be scheduled after the end of the school day. Voluntary attendance meetings on Tuesdays will be limited.

4.5 Names, addresses, site location and telephone numbers of all District unit members, except those who have indicated the information be withheld, shall be provided at cost to the Association no later than November 1 of each school year.

4.6 The Association President's designee shall be provided up to sixty (60) days of release time at no loss of salary or other benefits, with the cost of the substitute borne by the Association.

4.6.1 The Association President shall be released with full salary and benefits from all District responsibilities for the term of this Agreement. The Association shall reimburse the District the amount of one-half (1/2) the Association President's salary and benefits for that period. If this provision is ruled illegal by PERB or a court of law, the Association shall reimburse the District 100% plus retroactivity for the duration of the agreement.

**4.6.1.1 The position of President of the Santa Ana Educators Association (SAEA) shall be regarded as a 12-month assignment (225-day calendar) and shall be paid monthly. The placement on the Certificated Salary schedule shall be appropriate for the President of SAEA. That portion beyond the traditional 10-month calendar shall be equal to the daily rate of pay for the additional days of assignment beyond the traditional calendar year. Upon written request, the Association shall reimburse the Santa Ana Unified School District for the actual added amount as well as the STRS, Medicare, and Workers' Compensation costs/expenses resulting from the additional days beyond the traditional calendar year. The President of the SAEA shall continue to be a full-time release position.**

4.6.2 The District shall provide up to forty (40) days of release time for unit members who serve on committees of CTA/NEA to attend required meetings. However, no individual unit member shall be released for such purposes more than twenty (20) days in any one school year. The cost will be billed to the respective organization.

4.6.3 The District shall provide 50% of the total number of days needed by the Association for unit members to participate in NEA-sponsored meetings. The cost will be billed to SAEA.

4.7 A unit member may be allowed to obtain representation in all interviews concerning terms and conditions within this contract and shall be allowed to obtain representation in any matter which the unit member believes may lead to discipline. Any denial of such representation may be appealed to the Associate Superintendent, Human Resources. Obtaining such representation shall not unduly delay the interview.

#### 4.8 Association Membership/Organizational Security/Deductions

4.8.1 Any unit member who is an Association member on the effective date of this Agreement shall continue to have deduction of dues for the remainder of this Agreement.

4.8.1.1 The District shall notify the Association of new hires and indicate their names, addresses, phone numbers, and work sites within 72 hours (three duty days) of the new hire signing a contract.

4.8.2 Any unit member who is not a member of the Association, or who does not apply 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 become a member of the Association or pay to the Association a fee in an amount equal to membership dues, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, 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 this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

4.8.3 Each bargaining unit member will have the option to convert from service fee payer status to Association membership at any time.

4.8.4 Pursuant to procedures as referenced in 4.8.1 and 4.8.2 above, the District shall deduct one-tenth of such dues or service fees from the regular salary check of the unit member each month for ten (10) months, September through June. Deductions for unit members who become Association members or service fee payers after the start of the traditional school year shall be appropriately prorated.

4.8.5 All sums deducted by the District for Association members or service fee payers shall be remitted to the Association on a monthly basis accompanied by an alphabetical list of unit members for whom such deductions have been made.

4.8.6 The Association and the District agree to furnish each other any information needed to fulfill the provisions of this Article.

4.8.7 Upon appropriate written notification from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for any plan or program jointly approved by the District and the Association if in compliance with the regulations of the Orange County Department of Education.

4.8.8 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 Association. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of 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:

4.8.8.1 Foundation to Assist California Teachers

4.8.8.2 Olive Crest

4.8.8.3 Martin Luther King, Jr. Memorial Scholarship Fund

4.8.8.4 Cesar Chavez Memorial Scholarship Fund

4.8.8.5 Kindercaminata

4.8.8.6 House Ear Clinic, Inc.

4.8.8.7 Santa Ana Education Foundation

4.8.9 To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association Board of Directors shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before October 15 of each school year. Proof of payment shall be made on an annual basis as a condition of continued exemption from the payment of the service fee. If such proof is not delivered to the Association and the District on or before November 15 of each year, the District shall deduct the appropriate yearly service fee funds from the unit member and remit those funds to the Association.

4.8.10 The Association agrees 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 legal 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 above shall or shall not be compromised, resisted, defended, tried, or appealed.

4.9 One or more members of the District and the Association shall meet on a regular basis during the year for the purpose of maintenance of this agreement.

4.10 In any new teacher orientation program sponsored by the District, the Association shall have the opportunity to make a membership presentation to the assembled new teachers.

4.11 Upon the request of the unit member and the professional growth advisor, the president of

the Association may provide verification of participation in, or completion of, acceptable Association-related activities.

4.12 On any District staff development day, the Association shall have the opportunity, before the general assembly, to make announcements and disseminate information, e.g., have an information table.







## ARTICLE V

### Article V: Evaluation

#### 5.1 EVALUATION PLAN

The purpose of evaluation is to improve instruction. Toward this end, site administration shall primarily assist unit members in meeting the California Standards for the Teaching Profession (CSTP).

5.1.1 No later than twenty-five (25) duty days following commencement of duties, the unit member shall submit the Standards (CSTP) for the ensuing year. Within fifteen (15) duty days following this submission, the unit member and evaluator shall meet and agree on those Standards that shall be applied for evaluative purposes. The evaluation procedure shall be discussed in this meeting unless previously discussed individually or presented at a staff/faculty meeting.

5.1.1.1 The evaluation of first year pre-intern/intern and emergency permit unit members, credentialed temporary and categorically funded unit members, and probationary unit members shall be based on two (2) of the first five (5) Standards and one element of Standard 6: *Develops as a Professional Educator*.

5.1.1.2 The evaluation of second or more years pre-intern/intern and emergency permit unit members, second and third year credentialed temporary and categorically funded unit members and second-year probationary unit member shall be based on the remaining three (3) Standards and one element of Standard 6: *Develops as a Professional Educator*.

5.1.1.3 Every evaluation year, the evaluation of permanent and continuing credentialed temporary (three or more years in the District) unit members shall be based on three (3) the Standards and one element of *Standard 6: Develops as a Professional Educator*.

5.1.2 The Standards shall be specified in writing on the negotiated Evaluation Plan Form. In the event the written standards are not mutually agreed on, the designated evaluator may substitute up to two (2) Standards and/or one (1) Standard for each "unsatisfactory" received in the preceding evaluation. A Standard is identified as "unsatisfactory" if it has three (3) or more elements marked as "Below Standard".

5.1.2.1 Within five (5) duty days following determination of the Standards for the teaching profession, the unit member may submit to the designated evaluator written constraints which the unit member believes shall prevent him/her from attaining the Standards.

5.1.2.2 If agreement is not reached regarding Standards, the unit member may appeal to the Associate Superintendent, Human Resources, or designee, who shall make the final decision.

5.1.2.3 Probationary, pre-intern/intern, temporary, categorically funded, and emergency-credentialed unit

members shall be formally evaluated in writing no more than twice annually.

**5.1.2.4 Permanent unit members with a satisfactory evaluation the preceding year, including ROP teachers and categorically funded unit members who have been employed in the district at least three (3) consecutive preceding years, shall be evaluated every other school year except per Ed. Code 44938.**

**5.1.2.5 Permanent unit members with at least ten (10) years of District service who are highly qualified (pursuant to ESEA/NCLB) and whose previous evaluation meets Standard 5 may mutually agree in writing with her/his evaluator to be evaluated at least every five (5) years. The unit member or the evaluator may rescind this agreement at any time but not during the school year the evaluation is taking place except per Ed. Code 44938.**

**5.1.2.6 If a unit member transfers or changes assignments during the five (5) year period, a new agreement shall be signed, if mutual agreement continues.**

**5.1.3 The unit member being evaluated and the evaluator shall select observation times, dates, conferences and final evaluation dates.**

**5.1.3.1 During the course of the evaluation period circumstances may change which require modification of the original schedule. The unit member and designated evaluator shall agree in writing upon a revised schedule.**

**5.1.4 The Unit Member may request a change of designated evaluator in writing including reasons for the request. If the designated evaluator denies the request, the unit member may appeal to the Associate Superintendent, Human Resources, or designee. The reasons for denial of a change of evaluator shall be given in writing to the unit member upon the request. Reasons for denial shall not be arbitrary or capricious.**

**5.1.5 Portfolio assessment of students may become a part unit member's evaluation process if initiated and identified by the unit member as part of an element and agreed to by the evaluator. Portfolio assessments of students shall not be added by the evaluator.**

## **5.2 Formal Observations**

**5.2.1 Formal observations shall emphasize the unit member's primary assignment.**

**5.2.1.1 Prior to an observation, the unit member and the designated evaluator shall agree on the Standard to be observed.**

**5.2.1.2 No formal observations shall be scheduled before one (1) week after the beginning of a cycle/semester or after one (1) week before the end of a cycle/semester or winter break.**

**5.2.1.3 Formal classroom observations shall last for at least fifteen (15) minutes and no more than sixty (60) minutes.**

**5.2.1.4 Unit members shall have no more than two (2) formal observations per each evaluation. A third formal observation shall be added if:**

**5.2.1.4.1 The unit member was marked "Below Standard" on three (3) or more elements on a Standard in the second observation, in which case the unit members shall be observed on that Standard a third time.**

**5.2.1.4.2 With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced in cases of obvious satisfactory performance by permanent unit members.**

**5.2.2 After each formal observation, the evaluator shall present a written report of the observation using the negotiated Formal Observation Form to the unit member within five (5) duty days following the observation. A post-observation conference shall be held within ten (10) duty days following the formal observation to discuss and review the observation and/or report. Reasonable adjustments may be made to these time frames by mutual written agreement between the permanent unit member and the evaluator. The unit member shall sign the written observation report indicating that he/she has read the report; the signature does not indicate the unit member's agreement with the report but that the report was received by the unit member.**

**5.2.2.1 The progress towards achieving the selected element of Standard 6 shall be discussed at each formal post observation conference.**

**5.2.3 If the observation discloses in writing specific elements in which improvement is needed, the evaluator shall make specific written suggestions and offer positive assistance aimed at achieving the needed improvement. The evaluator's role to assist the unit member shall include, but not be limited to, the following in so far as practical:**

**5.2.3.1 Specific written recommendations for improvement;**

**5.2.3.2 District assistance to implement such recommendations;**

**5.2.3.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements;**

**5.2.3.4 Techniques to measure improvement;**

**5.2.3.5 A time schedule to monitor progress;**

**5.2.3.6 These written suggestions shall be presented to the unit member at the time of the post-observation conference. It is the unit member's responsibility to take appropriate action to correct any deficiencies.**

### **5.3 Informal Observations and "Walk-Throughs"**

**5.3.1 Informal observations and "Walk-Throughs" may be conducted at reasonable times during a school year and with reasonable frequency. Areas of concern may be brought to a unit member's attention.**

### **5.4 Formal Evaluations**

**5.4.1 Any Formal Observation Form that has an element marked "Below Standard" shall not be used on an Evaluation unless positive assistance has been offered and implemented as per section 5.2.3 of the CBA and at least one follow-up observation has been conducted. Any follow-up formal observation must adhere to the timelines in 5.2.1 through 5.2.1.3 and 5.2.3.5.**

**5.4.2 In preparing the Evaluation Form for placement in the unit member's personnel file the evaluator shall rely only upon data collected through formal classroom observations and the element of Standard 6 when applicable as agreed upon in the post observation conference (5.2.2.1). Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation. Commendations for growth demonstrated by the unit member may be included.**

**5.4.3 The completed Evaluation Form shall be submitted to the unit member no later than thirty (30) duty days preceding the close of the school year and four (4) duty days prior to the evaluation conference. The evaluator and the unit member shall meet to review the evaluation report. Within ten (10) duty days thereafter, the unit member shall sign the Evaluation Form (report) indicating only that he/she has read the report, understands it, and has been given the opportunity of responding to it in writing; the signature does not indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.**

**5.4.4 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.**

### **5.5 General Provisions**

**5.5.1 Evaluation Forms - The only forms used in the observation and evaluation process shall be the forms mutually developed and mutually agreed to by the District and the Association. Agreed upon forms shall be included in the Appendix of the Certificated Collective Bargaining Agreement.**

**5.5.2 Traveling Unit Members - Unit members who spend time at more than one site shall be evaluated by one mutually agreed upon pre-designated administrator with input from administrators at other sites to which the unit member is assigned.**

**5.5.3 Source of Evaluative Data - No information or material gathered from sources other than the designated evaluator shall be utilized in a formal observation or evaluation. Disciplinary memos/notes/actions shall not be used in the Evaluation Form or process except for actions related to the element of Standard 6: *Develops as a Professional Educator*.**

**5.5.4 Grievance Procedure Utilization - The use of the grievance procedure for this Article shall be limited to the procedure outlined in the evaluation process. Unit members who grieve their evaluation shall concurrently proceed with improving noted deficiencies while the grievance is being processed.**

**5.5.5 Unit members shall not be permitted to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided for in the Peer Assistance and Review (PAR) Article in this Agreement.**

**5.5.6 All unit members shall be inserviced at least once a year in the California Standards for the Teaching Profession and the evaluation process and given a copy of a District/Association approved rubric.**

**5.5.7 A permanent employee who receives an unsatisfactory final, formal evaluation shall be evaluated each year thereafter until the employee's performance becomes satisfactory or until the employee is separated from the District.**

**5.5.8 The Evaluation Article of the CBA is intended to comply with the requirements of the California Education Code.**







## ARTICLE VI

### 6.0 GRIEVANCE PROCEDURES

6.1 A grievance is defined as a statement that the District has violated section(s) of this Agreement and that by reason of any such violation, the grievant's rights have been adversely affected.

6.1.1 A grievant may be any unit member or the Association.

6.2 All other matters and disputes of any nature are beyond the scope of these procedures.

6.2.1 For resolution of those matters outside of the scope of this Article, refer to Information, Section IN.3, Report of Recommendation/ Concern.

6.3 If a grievance involves more than one unit member, then all should have the opportunity to sign and the Association may pursue the grievance. At least one of the grievants involved shall sign and be present at all conferences held.

6.4 The term "days" when used in this Article shall, except where otherwise indicated, mean duty days of the unit member. The day of receipt is not considered one of the days when "days" is used.

6.5 Monitor of Procedure - The Associate Superintendent, Human Resources shall monitor all proceedings and shall be available for procedural advice to all parties. The Monitor shall receive copies of written grievance(s) and responses at all levels.

6.6 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.

6.6.1 An administrator or a grievant may for good cause request an extension of time for a conference, response or an appeal. Such request shall state the reason for the extension in writing to the Associate Superintendent, Human Resources, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered. The Associate Superintendent's decision shall not be arbitrary or capricious or unreasonable.

6.7 Level One:

6.7.1 The unit member with a grievance shall first present the matter orally to the supervising administrator not later than fifteen (15) duty days following the occurrence which prompted the grievance or within fifteen (15) duty days of the time when the grievant would reasonably be expected to know that he/she has been adversely affected. Upon request, an additional ten (10) days may be granted by the Associate Superintendent, Human Resources.

6.7.1.1 The grievant shall state that this is an "oral grievance," citing the Article and section number of the Agreement that allegedly has been violated.

6.7.2 If the grievance is unable to be resolved orally, the grievant may reduce the grievance to writing on the approved District form and present the completed form to the immediate supervising administrator within ten (10) duty days following the oral conference or oral response. The grievance shall set forth specifically the item contained within this Agreement upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s). The supervising administrator shall direct a copy of the grievance to the Associate Superintendent, Human Resources.

6.7.2.1 If the Level I supervising administrator believes the grievance is not within the authority of Level I, he/she shall so indicate on the response form and return it and the original grievance form to the grievant.

6.7.3 The grievant and the supervising administrator shall confer (in a meeting called by the supervising administrator) on the grievance with the view to arriving at a mutually satisfactory solution to the problem.

6.7.3.1 The supervising administrator may waive the conference. Such waiver shall be in writing to the grievant.

6.7.4 At the conference, the grievant may appear alone, or he/she may be represented. When the unit member is represented, the representative must be identified on the grievance form and the unit member must be present. Under unforeseen circumstances, an authorized substitute is permissible. Likewise, the supervising administrator must be present and may request others to be in attendance.

6.7.5 Following the conference, the supervising administrator shall communicate, in writing on the District-approved form, the decision to the grievant, the Association and Associate Superintendent, Human Resources. The original grievance form shall be returned to the grievant.

6.7.5.1 The supervising administrator has ten (10) duty days from receipt of the written grievance to hold the conference and render a decision.

6.7.6 If the alleged Agreement violation was based upon a decision or practice of a Deputy Superintendent or designee, the Level I procedures may be waived by the grievant and the grievance submitted directly to the appropriate Division Superintendent.

6.7.6.1 If the Deputy Superintendent or designee believes the decision was in fact made at Level I, he/she may remand the grievance to that level for processing.

## 6.8 Level Two

6.8.1 In the event the grievance is not sustained at Level I, the grievant may appeal in writing to the Associate Superintendent, Human Resources, or his/her designee. Such an appeal shall be made within ten (10) duty days after the unit member has received the decision from Level I. The

appeal shall contain the original grievance and Level I response with any documents provided at Level I.

6.8.2 The Deputy Superintendent or designee shall meet and confer with the grievant on the grievance with a view to arriving at a mutually satisfactory resolution to the grievance. When the unit member is represented, he/she must be present.

6.8.3 The Level I supervising administrator(s) shall be present at the request of either party.

6.8.4 Following the conference, the Associate Superintendent, Human Resources or designee shall communicate the decision, in writing on the District-approved form, to the grievant, the Association, and the supervising administrator(s). The original grievance form shall be returned to the grievant.

6.8.4.1 The Associate Superintendent, Human Resources or designee has fifteen (15) duty days from receipt of the written appeal to hold the conference and render a decision.

6.8.5 The designee shall not be any other administrator from the Human Resources division.

## 6.9 Level Three

6.9.1 If the grievance is not sustained at Level II, the grievant may appeal the decision in writing to the Superintendent of Schools or designee within ten (10) duty days after the decision of the Division Superintendent has been received by the grievant. The appeal shall be accompanied by the original grievance and decisions at Level I and Level II, with all accompanying documents. Copies of the appeal are to be directed to the Associate Superintendent, Human Resources.

6.9.2 Within fifteen (15) duty days of the receipt of the appeal, the Superintendent or his/her designee (a Cabinet-level administrator) shall hold a conference and communicate the decision, in writing on the District-approved form, to the grievant, the Association, the Level I and Level II administrators and the Associate Superintendent, Human Resources. If the unit member is represented, he/she must be present. The original grievance form shall be returned to the grievant.

6.9.3 All parties from Levels I and II shall be present at the conference to state their views if requested by either party.

6.9.4 The Superintendent's designee shall not be the Associate Superintendent, Human Resources or other administrator from the office of Human Resources.

## 6.10 Arbitration

6.10.1 If the grievance is not sustained at Level III, the grievant, within ten (10) days of the receipt of the Level III response, may request, in writing, that the Association submit the grievance to arbitration.

6.10.2 If the Association concurs with the grievant's request for arbitration, the Association shall, within fifteen (15) duty days of the receipt of the request, submit a written request to the Superintendent or his/her designee for arbitration of the grievance.

6.10.3 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merit of the grievance which would thereafter be conducted by a second and different arbitrator.

6.10.3.1 The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the losing party.

6.10.4 The arbitrator shall be selected by mutual agreement by a representative of the Association and of the District. If no agreement can be reached on a mutually-selected arbitrator within five (5) duty days of the written request (6.10.2 above), the parties shall request of the State Conciliation Service a list of seven (7) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one remains. The first strike shall be by the Association.

#### 6.10.5 Costs of Arbitration

6.10.5.1 The District and the Association shall share equally in the payment for the services and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.

#### 6.10.6 Powers and Limitations of the Arbitrator

6.10.6.1 The function of the arbitrator shall be to hold a hearing concerning the grievance and to render a written decision within twenty (20) duty days, if possible, after the closing of the hearing and, in any event, as soon as possible thereafter.

6.10.6.2 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement or the written policies, rules, regulations and procedures of the District but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement.

6.10.6.3 The arbitrator shall not be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

6.10.6.4 The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

6.10.6.5 Decisions and/or awards made by the arbitrator relative to economics shall be restricted to back pay, if appropriate, of the unit member and shall not be retroactive beyond the beginning of the last payroll period prior to the filing of the grievance.

6.10.6.6 The decision of the arbitrator, within the limits herein prescribed, shall be final and

binding upon the grievant, the Association, and the District.

## 6.11 GENERAL PROVISIONS

6.11.1 No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, any representative, or any other participant in the grievance procedure by reason of such participation.

6.11.2 Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Human Resources Division with input from the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Human Resources separately from the personnel file of the participants.

6.11.3 Failure at any Level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved unit member to proceed to the next level.

6.11.4 Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered.

6.11.5 All communications, notices, and papers required to be in writing shall be served personally, by U.S. Mail, or through District mail system.

6.11.6 If the alleged grievance is not signed, or if the unit member fails to appear for a scheduled conference without good cause, the grievance shall be deemed forfeited and voided.

6.11.7 Representative(s) may be changed at any level of a grievance.

6.11.8 If the Association is not the representative, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

6.11.9 Reasonable non-instructional released time for the grievant and representative shall be granted upon request of the Associate Superintendent, Human Resources.

6.11.9.1 Under unusual circumstances and/or when necessary to adhere to time lines within this Agreement, instructional time may be granted.





ARTICLE VII

7.0 WAGES AND WAGE PROVISIONS

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7.2 Column Movement

7.2.1 Acceptable Units/Degrees

- 7.2.1.1 Units/Degrees obtained as a result of postgraduate study must be taken from or accepted by a college or university accredited by the Western Association of Schools and Colleges or an accrediting agency of similar status.
- 7.2.1.2 Units taken prior to January 1, 1960, must be certified as "graduate level by the institution in which they were taken, or taken to meet a requirement for an earned California credential.
- 7.2.1.3 Units taken prior to the date of this agreement must meet the requirements in effect at that time.
- 7.2.1.4 A grade of "C," "pass," or "credit" or better must be earned for a unit to be acceptable.
- 7.2.1.5 Units refer to semester units. Quarter units are converted by multiplying by 2/3.

7.2.2 Approval of Units

- 7.2.2.1 Credit will be given for units taken to qualify for a clear credential or certificate of competence required in the present assignment. If such a credential or certificate is not held for the present assignment, only those units which meet the requirements for the credential or certificate shall be acceptable.
- 7.2.2.2 Credit will be given for units taken to qualify for a credential or certificate outside of the present assignment with advance approval of the Assistant Superintendent, Personnel or designee.
- 7.2.2.3 If the course work is not (a) in the unit member's major or minor, (b) taken to meet a clear credential requirement, (c) taken to meet a specialized credential requirement, or (d) taken to acquire additional credential authorizations, then the course must be meaningfully related to the present or immediate future assignment, and written approval prior to enrollment is required. Each course approval request must have course description (copy from college catalog or flyer) attached.
- 7.2.2.4 "Meaningfully related" as used in this article means such things as, but not limited to, subjects taught in school by the unit member, Spanish courses, multi-cultural courses, learning theory and/or methodological courses, computer classroom application courses, and courses related to school social problems.
- 7.2.2.5 Master's or Doctorate degrees must be meaningfully related to the field of education to qualify for salary schedule placement.

7.2.3 Acceptable Inservice - Inservice which is approved by the District for credit shall be credited as follows:

- 7.2.3.1 One unit for 16-18 hours of classroom instruction.
- 7.2.3.2 One-half unit for 8-14 hours of classroom instruction.
- 7.2.3.3 No credit shall be given for less than eight (8) hours of classroom instruction unless approved by the Superintendent or designee.
- 7.2.3.4 Special education and support staff who complete the specialized 9 1989 training shall be eligible for and receive three (3) semester units. These units can be used for column movement as provided in section 7.2.

7.2.4 Continuing Education Units - CEUs earned by nurses after July 11, 1986, will be accepted if required for renewal or maintenance of the California State Nursing License. CEUs earned by Speech-Language Specialists after July 10, 1984, will be accepted if prior approval is granted by their administrator and Human Resources.

7.2.5 Workshops/Conferences - To be considered for salary credit, a workshop or conference must (a) be meaningfully related, (b) have prior approval for attendance and credit, (c) be fully paid for by the unit member or party other than the District and (d) not involve District-paid released time. Any exceptions must have prior District approval.

7.2.6 Procedures for Column Change

7.2.6.1 Column change will be effective (no retroactivity) the first of the month following receipt in Human Resources of:

- a. Application form for column change
- b. Official transcript bearing seal and signature of registrar
- c. Course approval forms where required
- d. Verification under 7.2.2.1 or 7.2.2.2 where required

Temporary verifications (grade reports, letters, unofficial transcripts, etc.) will not be acceptable.



**7.7.5 Co-Curricular Assignments (Basis Class II, Step 5)**

**7.7.5.1 Elementary Co-Curriculum Assignments**

**a. Choir Director:**

- one school .04 per year
- two schools .06 per year
- three schools .08 per year
- four schools .10 per year

(paid if there is no more than 30 minutes student instructional time utilized per practice)

**b. Choir Accompanist .02 per year**

**c. Instrumental Music:**

- one school .02 per year
- two schools .03 per year
- three schools .04 per year
- four schools .05 per year

**d. Grade Level Leaders .005 per year**

(including a Special Education Team representative in each elementary school with four or more RSP and/or SDC classes)

**e. Supervisor:**

hourly rate of .000444

**f. Elementary Student Government/**

Counselor Advisor .006 per year per site

**7.7.5.2 Intermediate Co-Curricular Assignments**

**a. Drama Production .02 per year**

**b. Journalism .02 per year**

**c. Instrumental Music:**

- Band .01 per year
- Orchestra .01 per year

**d. Vocal Music .02 per year**

**e. Yearbook .02 per year**

**f. Pep Squad .02 per year**

**g. Drill Team .02 per year**

**h. Drill Team/Pep Squad .03 per year**

**i. Academic Coaches**

(Basis of Class III, Step 7) .05 per year##

**j. Student Government**

Advisor .02 per year

**k. Tall Flegs .02 per year**

**l. Intermediate Pentathlon - Each school shall be allocated \$6,600 annually. Each site, in cooperation with teachers involved, determines distribution of funds.**

**7.7.5.3 High School Co-Curricular Assignments**

**a. Drama .....05 per year**





- BCC or BCLAD is required if the TLC contains students requiring primary language instruction. LDS or CLAD will be adequate if the teacher is teaming with a BBC or BCLAD teacher or if the teacher is in training for the BCLAD.

\*\* Teachers must still work within their area of basic authorization.

7.7.7.4. Unit members holding a Bilingual or ELD certification or authorization (BCC, BCLAD, LDS, CLAD, SB 1969/395 SDAIE, or SB 1969/395 ELD/SDAIE) but whose assignment is not one that otherwise qualifies for a Bilingual/ELD stipend shall receive an annual stipend of \$500.

7.7.7.5 Unit members applying for Bilingual or ELD certification or Authorization (BCC, BCLAD, LDS, CLAD, SB 1969/395 SDAIE, or SB 1969/395 ELD/SDAIE) shall be reimbursed for the testing fee upon verification of having passed the complete test and submission to the state for the appropriate certification.

7.7.7.6 Bilingual/ELD stipends will be effective the first of the month following receipt of written verification of passing the test and following the receipt of verification of submission to the state for appropriate certification.

7.7.7.7 District Curriculum Specialists shall receive an annual stipend equal to that paid mentor teachers.

#### 7.7.8 Hourly Rate Factors

7.7.8.1 Hourly Rate Factors - Hourly rates are established by multiplying the following factor times Class II, Step 5 of the salary schedule:

- A - .000625
- B - .000695
- C - .000765
- D - .000833
- E - .000905
- F - .000975

#### 7.7.8.2 Hourly Rates - Home Instruction

- 1st & 2nd year .000687
- 3rd & 4th year .000757
- 5th & 6th year .000827
- 7th & add'l yr. .000897

7.7.8.3 Activities and Hourly Rate Factors - The following activities shall receive the hourly rate factors set forth:

- a. Curriculum Writing/Program Planning B

- b. Staff Development Instructor F
- c. Staff Development Participant A
- d. Auditorium Supervisor A
- e. Saturday Work Program A
- f. ROP Instructor D
- g. Saturday School Program C
- h. Parent Education Instructor F
- i. 10th Grade Counseling C
- j. Talent Search Program C
- k. Adult Education C
- l. Test Administration C

7.7.8.4 Hourly ROP instructors (less than 4 hours) shall be paid on an hourly rate (D). Instructors (4 hours or more daily) shall be placed appropriately on the salary schedule or remain at the hourly rate, whichever the unit member prefers. This election may be accomplished only once. In the case of new employees, it must be made at the time of employment. Employees electing the hourly rate will not be eligible for benefits.

7.7.8.5 The GATE school site Coordinator shall receive Factor A times the first semester identified count.

7.7.8.6 Conference Period Reimbursement - When a unit member is assigned by the Principal to use his/her conference period to act as a substitute teacher, then that unit member shall be paid an additional amount equal to Factor B.

When students are divided among teachers in case no substitute is available, the daily contract substitute rate shall be divided among the teachers affected. If the substitute coverage is for part of the day, the daily contract substitute rate shall be divided among the teachers affected and by the proportion of the day which has been covered. All percentages of pay will be rounded off to the nearest tenth. If a kindergarten teacher is assigned by the principal to teach the opposite session (a.m. versus p.m.) that teacher shall receive two (2) hours at Factor B. If a task-oriented unit member at any school is required to substitute for a full day, the unit member shall be compensated for one hour at Factor B.

7.7.8.7 Summer School - Summer School teachers shall be paid at the rate of hourly Factor D for the time of assigned duties on site times their placement on the teacher's salary schedule as of June 1 preceding the assignment. Summer School extra-service assignments shall be paid at the rate of hourly factor D on the teacher's salary schedule in effect June 1 preceding the assignment. Special Education Intersession (Summer School) shall be paid at the same rate as regular summer school.

7.7.8.8 The hourly rate for extra services other than those specified in this Agreement shall be computed at the rate of Factor E times the unit members's contract salary at the time the extra service is rendered. Hourly salary deductions, if necessary, shall be made at the same rate.



## ARTICLE VIII

### 8.0 HOURS OF WORK

#### 8.1 Work Year

**8.1.1 All unit members in traditional and single-cycle schedule schools shall render 180 student instructional days of service, in addition to two (2) duty days and three (3) mandatory staff development days. (The three (3) mandatory staff development days increased the teachers' salary schedule by 1.5%, except for unit members listed in 8.1.1.1 below.) All unit members in multi-cycle year-round schedule schools shall render 175 student instructional days of service, in addition to two (2) duty days and three (3) mandatory staff development days. (The three mandatory staff development days increased the teachers' salary schedule by 1.5%, except for unit members listed in 8.1.1.1 below.) Annual salaries/calendars for unit members are not affected by differences in annual calendars. All school schedules must provide for at least a two-week winter recess and at least a one-week summer recess. The number of days in the multi-cycle calendar may vary. (Work days in 2006-2007 shall increase for all employees by one non-instructional duty day.)**

**8.1.1.1 The work year for the term of this Agreement for task-oriented personnel indicated below shall be in accordance with the following:**

**8.1.1.1.1 Psychologists--187 days. (on a flexible duty schedule between July 1-June 30, as agreed between the unit member and his/her supervisor**

**8.1.1.1.2 High School Counselors and High School Nurses--200 days**

**8.1.1.1.3 Intermediate and Continuation School Counselors/ Intermediate School Nurses/High School and Intermediate School Librarians--190 days**

**8.1.1.1.4 High School Program Specialists-195 days**

**8.1.1.1.5 District Librarian--12 month position for a total of 223 days**

**8.1.1.1.6 Three days must be utilized as regular work days or staff development as arranged between the unit member and his/her principal/supervisor (applies to 8.1.1.1.2; 8.1.1.1.3; 8.1.1.1.4; and 8.1.1.1.5).**

**8.1.1.1.7 Intermediate and High School Community Day Teachers--223 days**

**8.1.1.1.8 Additional days at their daily rate of pay may be agreed upon between the unit member and his/her supervisor with a written memo to that effect.**

8.1.1.1.9 When additional days beyond those stated above are assigned and compensatory time off is to be provided, such assignments and compensatory time off shall be by mutual agreement of the unit member and administrator with a written memo to that effect.

8.1.1.2 Support staff calendar will contain the same number of days as each cycle on the year-round calendar. Unit members on support staff calendar prior to July 1, 1997 will receive a four (4) day extension each year they remain on support staff calendar.

8.1.2 A joint committee of the Association and the District will develop the calendars for the term of this Agreement no later than April 15 of the previous year except by mutual agreement.

### 8.1.3 Change of Calendar

8.1.3.1 When the staff of a specific site or the District wishes to implement a calendar change to a different District-approved calendar, the following shall occur:

8.1.3.1.1 Representatives of all employees at a site and the administration shall analyze the impact of the proposed changes and develop written pros and cons.

8.1.3.1.2 All employees shall be presented the analysis and the pros and cons and given an opportunity to discuss and offer input.

8.1.3.1.3 A secret ballot (prepared by the District and the Association) vote shall be conducted among all employees at a site.

8.1.3.1.4 District and Association representatives shall count the ballots. If 70% + 1 of the staff vote to change the calendar, the results of this vote and the parent input shall be submitted to Cabinet for review and considerations for approval.

8.1.3.1.5 If the Cabinet approves the site request to change the calendar, it shall be recommended to the Board for approval.

8.1.3.1.6 Parents shall be provided the same information and opportunity as stated in 8.1.3.1 (a) (b) (c) above.

8.1.3.1.7 If the calendar changes are approved, transfer priority shall be given to unit members who will be adversely affected.

8.1.4 The specific dates for Open House, Back-to-School Night, and parent conferences shall be determined by the District. Alterations to these dates may be made by sites with mutual agreement between administration and a majority of site-assigned unit members. The site administration shall notify the District in

writing no less than 20 duty days prior to the changes. The District shall, on a timely basis, forward a copy of all changes to the Association.

8.1.5 Prorated sick leave shall be provided for those unit members working beyond a regular contract as follows:

Days Contract	Sick Leave
Extended	Earned
1-2	.1
3-4	.2
5-6	.3
7-8	.4
9-10	.5
11-12	.6
13-14	.7
15-16	.8
17-18	.9
19-20	1.0

## 8.2 Work Day

8.2.1 Each unit member shall have at least a 30 minute duty-free, uninterrupted lunch period exclusive of passing periods.

8.2.2 It is the intent of the District and the Association that unit members shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. All planning periods are intended to be used for teachers' preparation and are considered to be a professional obligation which shall be met at the site or other district facility.

**8.2.3 The instructional day for unit members shall conform with the required minutes provided in Education Code, Section 46201. Additional minutes per year shall be used for instruction as follows:**

- Grades 1, 2, 3, 4, and 5: 1200 Minutes Per Year**
- Grades 6, 7, and 8: 2000 Minutes Per Year**
- Grades 9, 10, 11, and 12: 300 Minutes Per Year**

(These additional minutes are contingent upon the minutes required under Ed. Code revisions set forth in 1982-1983 [Longer Day-Longer Year--SB 813]. Grades 1-5/6-8/9-12 shall not be required to add minutes beyond those enumerated in Ed. Code 46201 in excess of 1200/2000/300 unless required to do so in order to maintain state funding and then only to the extent required by law.) Prior to the start of school each year, sites may elect to use the added minutes listed above for site meetings, after staff

**discussions, by holding an election with secret balloting and a 70% (or more) approval. In the same manner, changes to the schedule may be made at mid year. The flexible duty day for each unit member, excluding the duty-free lunch, shall include the instructional day for each unit member as well as all those times when the unit member's presence is required for staff meetings, site functions (limited to the following: parent conferences, committee work, evaluation of student performance, open house, back-to-school night), and student supervision, with the stipulations listed below:**

8.2.3.1 Unit members shall not be required to supervise students during routine daily student arrivals/departures, or recesses/non instructional breaks (before, during, or after school).

8.2.3.2 In general, unit members shall be required to attend staff meetings, faculty meetings, department meetings, site functions, student supervision, and other administratively-called meetings no more than two hours per month, excluding minimum day at waived schools. This limitation does not include staff development, inservices, curriculum meetings, or other called meetings which shall be paid at their appropriate factors as listed in Article VII of this CBA unless they are taken from the additional instructional minutes per year.

8.2.3.3 No administratively-called meetings shall take place either voluntarily or involuntarily on Tuesdays.

8.2.3.4 The unit member shall be responsible for meeting all duties (as defined in this Article), whether required by the site administration or the State of California, relevant to their assignments. The unit member's flexible duty day shall be completed when their responsibilities have been met.

8.2.4 When any certificated employee is supervising a regular teacher's class (i.e., music, art, physical education, counselors, etc.), the regular teacher shall be free to pursue professional duties elsewhere on site or other district facilities.

8.2.5 The flexible duty day will be adjusted when night or weekend activities require attendance, or when tasks or assignments substantially extend the work day and/or work week. Back to School, Open House, and other school-wide parent-teacher meetings (other than PTAs and PTOs) are included in these activities. Alternative flexible duty day schedules may be made by unit members at the affected sites.

8.2.5.1 School Site Councils shall set their own schedules and are not subject to limitations of Article VIII.

8.2.6 The flexible duty day for unit members whose primary responsibilities are task-oriented shall normally be seven and one-half (7½) hours per day on site

excluding lunch. Site is defined as: assigned location where tasks require work to be performed. With site administration approval and when students are not present on site, task-oriented unit members may complete their responsibilities at a location other than their site(s) if they have the necessary materials and equipment to enable them to do so. Examples: computers, Internet connections, software, telephones, access to student lists, and specific information.

8.2.6.1 The unit members included under this section are: Counselors, Librarians/Media Specialists, Nurses, Psychologists, Project Assistants, Outreach Consultants, and other unit members assigned duties other than instructing students.

8.2.7 Required service rendered for student activities that extend one hour after the close of the normal instructional day for the large majority of unit members at that site shall be paid in accordance with wage rates in Article VII for that period of time beyond one hour after the close of the normal instructional day. Planning periods are considered "Instruction" under this Section.

8.2.8 Each unit member shall daily indicate that he/she has reported for and left from duty. The method is to be determined by the site administrator with input from the staff.

8.2.8.1 Unless otherwise directed or approved, on inservice, staff development, or other duty days when assigned students are not in attendance, unit members shall be expected to report to their work assignment or other assigned location no later than they would report if regular classes were in session with assigned students.

8.2.9 The site administrator shall determine the beginning and ending time for unit members included in 8.2.2 and 8.2.6.1. Flexible starting and ending times may be made by the principal for the convenience of individual unit members if the needs of the District continue to be served.

8.2.10 Kindergarten and Special Education Preschool teachers shall not be required to be in direct contact with students beyond 300 minutes.

8.2.11 The instructional day in year-round schedule schools will be adjusted to be equitable with those in traditional schedule schools. Such adjustment will include the addition of the number of minutes per day listed below.

**Additional Total Minutes Per Day**

Grade Level	Minutes/Day	180	179	178	177	176	175	174
Kindergarten	1.1 minutes	0	2	3	4	5	6	7
Grades 1-3	1.6 minutes	0	2	4	5	7	8	10
Grades 4-5	1.7 minutes	0	2	4	6	7	9	10
Grades 6-12	2.0 minutes	0	2	4	6	8	10	12

8.2.12 Duties may not be assigned during the common preparation period in intermediate schools unless volunteers are first sought and unless such assignments are made on an equitable basis with other staff.

### 8.3 Meetings/Activities

8.3.1 Reasonableness shall prevail in calling required meetings and extending meetings (including Department meetings) beyond one hour after the end of the instructional day for the majority of unit members on that site. Whenever possible, reasonable efforts will be made to end meetings and activities involving unit members before dark.

8.3.2 An extended meeting/activity is one which extends beyond the ending of the flexible duty day prescribed for the large majority of unit members on that site.

8.3.3 The following would not be considered applicable to provisions under 8.3.1:

8.3.3.1 Meetings or activities for which remuneration is being paid for the general responsibilities (i.e., coaching, department chair meetings, band and choral activities).

8.3.3.2 Any meetings or activities not called by the administrator or District personnel.

8.3.3.3 Voluntary attendance at meetings and activities.

8.3.4 Regular Education--Fourth and fifth grade teachers shall be provided an on-site release day each trimester for report card preparation, parent-teacher conferences, or preparation for their academic program. The schedule for release days shall be determined by the principal and the teachers involved.

**8.3.5 The utilization of new instructional models shall not be required of unit members assigned to special education positions until the District has provided appropriate training regarding the use of such models and necessary materials.**

### 8.4 Buy-Back Days

8.4.1 Three professional growth days shall be mandatory attendance days. If a unit member is absent on a scheduled professional growth day, he/she shall attend an available District-scheduled make-up day/time or attend another school's staff development day/time with the approval of both site principals/supervisors. If the unit member's site principal does not approve a request to attend a particular site's make-up session, the site principal, upon request, shall provide a reason for non-approval. Attendance verifications shall

be provided to unit members upon request. Failure to attend any mandatory professional growth day shall result in deducting, in the last paycheck, one day's pay for each day missed.

8.4.2 Unit members beginning paid service after the start of the student school year shall attend professional growth days as follows:

Beginning paid service during 1<sup>st</sup> trimester = 3 mandatory days  
Beginning paid service during 2<sup>nd</sup> trimester = 2 mandatory days  
Beginning paid service during 3<sup>rd</sup> trimester = 1 mandatory day

8.4.3 The resulting increase to the Teacher Salary Schedule (Article VII, Paragraph 8.1.1) shall continue unless the state allowance for buy-back days is reduced or discontinued. If so, the salary schedule increase shall be reduced or discontinued accordingly, and the work year shall also be reduced accordingly.

8.4.4 Stipends and other compensation based on the Teacher Salary Schedule shall be computed on the schedule without the professional growth increase. The District shall make a "stipend calculation salary schedule" available to unit members.

**8.4.5 Unit members and administrators at each site shall develop the staff development calendar prior to the end of the school year. Such site calendar shall be posted at the site with a copy to each site unit member and a copy sent to Human Resources. The Human Resources Department shall provide a copy to the Association in a timely manner.**

8.4.6 Staff development shall be site based within State and District guidelines. One of the three (3) days may be District directed.

8.4.7 Unit members selected to present at inservices shall receive staff development credit for the hours of their presentations and shall receive a stipend for preparation equal to Factor F--one hour preparation for each hour of presentation.

8.4.8 Make-up Days

8.4.8.1 A preliminary calendar of make-up days/times shall be available at the District Curriculum and Staff Development Office and on the District Web Site prior to the end of the first semester. Updated make-up times and dates shall be made available and provided to the Association in a timely manner. Information regarding signing up for make-up sessions shall also be available at the District Curriculum and Staff Development office.

8.4.8.2 District and Association representatives shall meet for at least one meeting before January 1 to consult regarding the subjects, dates, and times for District provided make-up days.

**8.4.8.3 The District shall provide the Association the names of unit members needing make-up days by March 1 of each year. Attendance at make-up days is the unit member's responsibility.**



## ARTICLE IX

### 9.0 CLASS SIZE

9.1 Average class size shall be determined on a building site basis and shall be per teacher of record as follows:

9.1.1 The District will make a good faith effort to provide class sizes in grades one and two that are below the average class size as stated in (a) below.

9.1.1.1 Elementary: 31.0 students

9.1.1.2 Intermediate: 31.75 students

9.1.1.3 High School: 32.5 students

9.1.1.4. Opportunity/Continuation: 25.0 students

9.2 An analysis of average class size by schools shall be made no later than the end of the third week of school to identify schools exceeding the average class size.

9.2.1 Class sizes for grades K-3 shall not exceed the limitations of Education Code Sections 41376 and 41378 (kindergarten=31; grades 1-3=30). If a class is over the cap, the District will correct this as soon as possible but in no event shall the time for the correction exceed three weeks.

9.3 Individual class size may vary from the building site average due to such things as the following factors:

9.3.1. Special Program Funding Requirements

9.3.2 High Transiency Rates

9.3.3 Student Safety Requirements

9.3.4 Traditional Large Group Instruction

9.3.5 Experimental Classes

9.4 If the average class size increases to (or exceeds) the following, additional staffing unit(s) (equivalent of one teacher) shall be provided to be used for direct classroom assistance. The members affected shall be given the opportunity to make recommendations concerning the utilization of the additional staffing unit(s).

9.4.1 Elementary: 32.0 students

9.4.2 Intermediate: 32.75 students

9.4.3 High School: 33.5 students

9.4.4 Opportunity/Continuation: 26.0 students

9.4.5 If any individual academic class enrollment exceeds the figures above by three (3), and fifty percent (50%) or more of the students are LEP students, serious consideration for additional assistance to the teacher will be given.

9.4.6 P.E. classes

9.4.6.1 In the interest of safety and upon the written request of the unit member, the District will provide relief to a P.E. class in intermediate and/or high school if, after the first three weeks of a semester, the verified attendance of the class exceeds 55 for a period of two weeks or more.

9.4.6.2 The relief shall take the form of one or more of the following: creation of an additional class, reduction of class size through student program changes, or provision of aide assistance to the class.

9.4.6.3 Other forms of relief may be used in lieu of the above with mutual agreement of the unit member and the site administrator.

9.4.6.4 Whenever actual class size within a given period is adjusted by P.E. teachers themselves depending on the type of physical activity taught by each teacher, then these provisions shall not apply.

9.5 The following shall not be utilized in determining average class size:

9.5.1 Special Education teachers and their students (Special Day Classes)

9.5.2 Special Education teachers and one-half (1/2) their students (Resource Specialist Program)

9.5.3 Elementary Music Teachers

9.5.4 Psychologists and Psychometrists

9.5.5 Speech/Language Specialists

9.5.6 Counselors (unless teaching)

9.5.7 Nurses

9.5.8 Reading Specialist Teachers

9.5.9 Librarians and Media Specialists

9.5.10 Bilingual Resource Teachers

9.5.11 Any categorically-funded unit member.

9.5.12 Twenty-to-one (20-to-1) ratio classes created as authorized by state legislation.

9.6 If non-bilingual class sizes are above that stipulated in 9.1.1 above, the District shall make a good faith effort to provide help for those classes if the increase was caused by small bilingual classes in that grade level in that school.

9.7 Staffing ratios for Special Education classes and teachers will not exceed the legal maximums.

9.7.1 If classes at Mitchell Child Development Center and/or Taft Hearing Impaired Program are taught by split sessions, the total number of students shall be the total in both sessions and shall be considered as one class. (Example: 16 students total: 8 students served in early session and 8 students served in late session.)

9.8 The District shall establish a class size problem resolution committee at each level (elementary, intermediate, and high school) to study and suggest methods of relief in buildings to reduce split-grade classes, to reduce the impact of low enrollment classes, to allow for large group or experimental instruction, and/or team teaching.

9.8.1 Relief may take the form of one or more of the following:

- a. Creation of an additional class
- b. Reduce class size through student program changes
- c. Provide aide assistance to the class
- d. Other forms of relief may be suggested in lieu of the above.

9.9 The District and Association by May 1, 2000, will conduct a secondary class-by-class/site-by-site assessment based on enrollment figures with a goal of understanding the reasons for class size reductions where educationally and financially feasible. These figures and the results of the study, along with recommendations if any for secondary class size reduction, will be submitted to the bargaining teams by May 30, 2000. These results and recommendations will be referred back to the bargaining teams and considered for implementation in the 2000-2001 school year.







## ARTICLE X

### 10.0 ABSENCES/LEAVES

#### 10.1 Definitions

10.1.1 An "absence" is an authorization for a unit member to be absent from duty for a period of time not to exceed 20 duty days. (Exception: illness absence and maternity absence -- see appropriate section.)

10.1.2 "Leaves" are those absences extending for a period of 21 duty days or more.

10.1.3 "Illness absence" means illness, injury or physical disability or quarantine of the unit member.

10.1.4 Members of the immediate family means the mother, father, foster parents, legal guardians, grandmother, grandfather, grandchildren or great-grandchildren of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, and brothers and sisters of the unit member's spouse, or any relative permanently living in the immediate household of the unit member, only surviving blood relative, domestic partner.

#### 10.2 Absences

##### 10.2.1 General Provisions:

10.2.1.1 A unit member who is absent from work other than for those days as authorized by State law or provision of this Agreement is taking an unauthorized absence in breach of contract and in violation of the Agreement. Such unauthorized absence is subject to disciplinary action including dismissal.

10.2.1.2 Absence requests shall be made prior to the absence unless circumstances preclude the procedure.

##### 10.2.2 Maternity

10.2.2.1 Employees covered by this agreement shall be entitled to use personal illness leave (sick leave) as set forth in this agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

10.2.2.2 An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

10.2.2.3 The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician.

10.2.2.4 Employees shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated and differential sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee and the employee's physician; provided, however, that the District management may require a verification of the extent of disability.

10.2.2.5 This leave policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

10.2.2.6 An employee on pregnancy disability leave for one semester or less shall be entitled to return to the same

assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. An employee on pregnancy disability leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability began. "Comparable" means same educational level (primary, upper elementary, middle school or secondary) and also means immediate assignment within major and/or minor teaching fields whenever possible, except by request of the employee and subject to availability of the position.

10.2.2.7 Whenever the District determines that it may be appropriate to require additional verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one of the following two (2) methods--the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with procedure A below:

A. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense; or

B. An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician verification shall contain the following language:

I understand that my verification of disability is to be used for the expenditure of public funds. I have read the foregoing verification of disability and declare under penalty of perjury that it is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California, \_\_\_\_\_ County.

10.2.2.8 Unit members may use fifteen (15) days of accumulated sick days for the birth or adoption of a child. (Does not apply to the mother in natural birth.)

10.2.2.9 A unit member may request up to three (3) days a year for paternity absence. The unit member shall have the amount paid a substitute employee deducted from the salary. This request may be in addition to a request under 10.2.5.2.

### 10.2.3 Illness

10.2.3.1 At the beginning of each school year, each unit member shall be credited with one (1) sick day per month to be worked. Unit members working year-round school will earn the same number of sick days as a unit member who works in the traditional school year.

10.2.3.1.1 A month of service is at least 75% of the duty days in that month.

10.2.3.1.2 A unit member who works 50% or more but less than 75% of the duty days in a month shall earn ½ sick day.

10.2.3.1.3 The District shall provide a summary of accumulated sick leave to all unit members.

10.2.3.2 Sick days may be used by a unit member for personal illness, injury, physical disability, or quarantine. Beginning with July 1, 2000, a unit member may annually use six (6) sick leave days for the illness of a child, parent, or spouse.

10.2.3.2.1 After accrued sick days are exhausted, and if a unit member is absent from duties because of illness or accident for a period of 100 duty days or less, the amount deducted from the salary due for any month in which the absence occurred shall not exceed the sum which is normally paid a substitute employee.

10.2.3.3 All sick day benefits must be claimed within each payroll reporting period by filing a unit member absence card.

10.2.3.4 Signature certification of the unit member is required for absences not exceeding six (6) consecutive duty days.

10.2.3.5 If a pattern of absences exists or if there is reasonable cause to believe that the unit member is abusing the use of sick days, the Human Resources Office may require the unit member to provide additional certification of such absences.

10.2.3.6 A written statement of absence day(s) and reason(s) for absence by a duly licensed physician for absences more than six (6) consecutive duty days, or acceptable evidence of treatment and the need therefore by the practitioner of the religion of any well-recognized church or denomination, shall be required in each payroll reporting period.

10.2.3.7 The absence card shall indicate the days of absence, the reason(s) for the absence(s), and the unit member's signature.

10.2.3.8 The immediate supervisor's signature designating approval is required in order for the unit member to receive pay.

10.2.3.9 The District shall provide each unit member with verification of accumulated sick days by November 1.

#### 10.2.4 Personal Necessity/Compelling Absence

10.2.4.1 Bargaining unit members shall be allowed no more than seven (7) days of accumulated sick leave for purposes of personal necessity/compelling absence. Such days may be taken when: (a) the need for absence is beyond the unit member's immediate control, (b) it presents an unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative.

The unit member will provide advance notice of absence to his/her supervising administrator unless extenuating circumstances exist. Reasons for such absence need not be provided, but shall comply with the limitations in 10.2.4.1 (a), (b), and (c).

#### 10.2.5 Excused Absence

10.2.5.1 Without Loss of Pay: Upon request a unit member may be excused for an occasional absence up to a maximum of two (2) hours for a change in assignment or personal business when such absence from regular duty is deemed in the best interest of the District and the unit member and of such nature that it requires the presence of the unit member during the working day (e.g. medical or dental appointment, religious observance, funeral of close friend).

10.2.5.2 Partial Loss of Pay: A unit member may request up to two (2) days a year for personal absence with loss of pay equal to that normally paid a substitute.

10.2.5.2.1 The request shall be made to the immediate supervisor at least twenty-four (24) hours in advance unless an emergency (serious illness of members of immediate family) makes such advance notification impossible.

10.2.5.2.2 In the event the immediate supervisor denies the absence, the unit member may request a review by the appropriate Division Superintendent, whose decision shall take place prior to the date requested for the personal leave day.

#### 10.2.6 Bereavement

10.2.6.1 Each unit member shall be granted three (3) duty days of paid absence, or five (5) duty days if out of state travel of more than 250 miles one way is involved, for each bereavement due to the death of any member of his/her

immediate family. Verification of death of member of immediate family and travel distance may be required by the District.

#### 10.2.7 Jury Duty, Court Appearance Under Subpoena

10.2.7.1 A unit member shall be entitled to as many days of paid absence as are necessary for appearance for jury duty or court appearance under subpoena, except where the subpoena supports a bargaining unit member's action against the District (voluntary service on Grand Jury not included).

10.2.7.2 The daily jury stipend, less mileage and parking allowance if given, shall be paid to the District.

10.2.7.3 A verification (court order, subpoena, etc.) shall be required proof of the need for such attendance.

10.2.7.4 Unit members who are released from jury duty or court appearance under subpoena at or before 10:00 a.m. will report to their assignments for the remainder of the day.

10.2.7.5 A unit member who is the victim of a crime or domestic violence may utilize days of paid absence to appear in court if such is necessary.

10.2.7.5.1 Advance notice is required except in the case of extenuating circumstances.

10.2.7.5.2 Verification of appearance from the court is required.

#### 10.2.8 Industrial Accident or Illness

10.2.8.1 A unit member who serves the Santa Ana Unified School District shall be entitled to an occupational accident or occupational illness leave of absence not to exceed sixty (60) duty days during which time schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

10.2.8.1.1 The unit member shall notify the immediate supervisor of the injury/ illness within 24 hours.

10.2.8.1.2 If the injury/illness results in lost time from work the District may require the unit member to submit to a physical examination by a physician selected by the District at any time during the absence period. The expense of the physical shall be borne by the District.

10.2.8.2 The following rules shall apply:

10.2.8.2.1 Allowable absence shall not be accumulated from year to year.

10.2.8.2.2 Occupational injury or illness absence shall commence on the first day of absence.

10.2.8.2.3 When a person employed in a position requiring certification qualifications is absent from assigned duties on account of an occupational injury or illness, the person shall be paid such portion of the salary due him/her for a month in which the absence occurs as, when added to the person's temporary disability indemnity, will result in a payment of not more than the person's full salary.

10.2.8.2.4 Occupational injury or illness absence shall be reduced by one day for each day of authorized absence regardless of a disability indemnity award.

10.2.8.2.5 When an occupational injury or illness absence extends into the next fiscal year, the unit member shall be entitled to only the amount of unused absence due for the same illness or injury.

10.2.8.3 Upon termination of the occupational injury or illness absence benefit, the unit member shall be entitled to the other benefits provided in this Agreement and for the purposes of each of these sections, the absence shall be deemed to have commenced on the date of termination of the occupational injury or illness absence benefit, and

entitlement or other sick leave will then be used; but if a unit member is receiving Workers' Compensation the unit member shall be entitled to use only so much of the person's accumulated or available sick leave, or other available leave which, when added to the Workers' Compensation award will result in a payment of not more than the full salary.

10.2.8.4 During any paid absence, the District in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

10.2.8.5 Any unit member receiving benefits as a result of this regulation shall, during periods of injury or illness, remain within the state of California unless the District authorizes travel outside the state.

10.2.8.6 Any unit member who has been off work as the result of an occupational injury or illness shall have a signed release from the physician, duly licensed, prior to returning to work.

10.2.8.6.1 Limited capacity releases from the treating physician are acceptable for return to work only if the immediate supervisor advises the Human Resources Office, in writing, that the specified limitations will not prohibit the unit member from performing the major responsibilities of the position.

10.2.8.6.2 If it is determined that a unit member with a limited capacity release cannot perform regular assigned duties, the District may assign the unit member to another District position until a full release is granted. Nothing herein shall be interpreted or applied to require the District to make such assignment or to create a light duty position.

### 10.3 Leaves

#### 10.3.1 Parental

10.3.1.1 In cases of expected maternity, paternity, adoption or child rearing, the certificated employee involved may secure a leave of absence, without pay, not to exceed one school year, at the end of which the employee shall be reemployed at a comparable position and, if possible, the same position, provided that the employee shall not have an employment status greater than that which the employee would have enjoyed if the employee would not have been on leave. Leave for child rearing is limited to a child five (5) years old or less.

10.3.1.2 No compensation or fringe benefits, unless paid by the employee, shall be paid to an employee while on parental leave. During such a leave, a teacher shall maintain, but not add to, sick leave or other employee benefits including seniority, accumulated prior to such leave.

10.3.1.3 Upon request, an eligible unit member shall be granted four (4) months leave without pay for the birth or adoption of a child of the unit member (see 10.3.2.2 below).

#### 10.3.2 Family Care and Medical Leave

10.3.2.1 Upon request, the District may provide a unit member an unpaid leave not to exceed one (1) year for the purpose of meeting responsibilities involving members of the immediate family.

10.3.2.2 Upon request, Family Care and Medical Leave for up to four (4) months without pay shall be granted to an eligible unit member within any twelve- (12) month period.

10.3.2.2.3 A health care provider's verification of a serious illness or serious health condition shall be provided by the employee at the time a request for leave is filed with the Assistant Superintendent-Human Resources.

10.3.2.2.4 "Serious health condition" means an illness, injury, impairment, or a physical or mental condition which requires the unit member's presence to care for his/her child, spouse, or parent.

10.3.2.2.5 No Family Care and Medical Leave shall be granted if an undue hardship would be created regarding the

operation of the District. The District shall consider alternative means to alleviate the situation.

10.3.2.2.6 Health benefits as provided to active employees shall be provided during the first twelve (12) weeks of such leave.

### 10.3.3 Health

10.3.3.1 The District shall consider granting a unit member, upon request of the unit member's medical advisor, an unpaid leave for health reasons. The District may require a statement by the District's selected physician to the effect that such leave is necessary. The physician's cost shall be borne by the District.

### 10.3.4 Professional Development

10.3.4.1 The District may grant a unit member an unpaid leave of absence of one (1) year (renewable with permission for an additional year) to pursue a District-approved program of professional development which may include, but not be limited to, additional schooling and/or training, research, participation in faculty exchange programs, or travel related to the unit member's present assignment.

10.3.4.1.1 Other leaves of absence shall be considered if they are related to the educational needs and/or programs of the District.

### 10.3.5 Legislative

10.3.5.1 A unit member who is elected to the State Legislature shall be granted an unpaid leave of absence for the length of his/her term or terms of office. A permanent unit member elected to other government posts may also be granted an unpaid leave of absence for the length of his/her term or terms of office.

### 10.3.6 Sabbatical

10.3.6.1 At the discretion of the District, a sabbatical leave may be granted for the purpose of professional improvement and the development of material which will benefit the students of the Santa Ana Unified School District. This purpose may be achieved by one of the following or a combination of the following:

#### 10.3.6.1.1 Academic Study

10.3.6.1.1.1 The unit member pursues a program of studies as a full-time student in an accredited institution of higher learning. "Full-time" status shall be verified in writing by the registrar's office of the institution attending.

#### 10.3.6.1.2 Independent Research

10.3.6.1.2.1 A leave related to the present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued in 10.3.6.1.1. A complete plan for such study must be approved and filed with the original application.

#### 10.3.6.1.3 Travel

10.3.6.1.3.1 The unit member shall remain in travel status three and one-half (3½) months for each semester of leave granted.

### 10.3.6.2 General Provisions

10.3.6.2.1 Eligibility. Unit members meeting the following criteria may, at the discretion of the District, be granted a leave once in every eight (8) years.

10.3.6.2.1.1 Achieved permanent status.

10.3.6.2.1.2 Possession of a valid regular California credential.

10.3.6.2.1.3 Completion of seven (7) consecutive years of successful service in the District. A full year of service shall consist of seventy-five percent (75%) of the school year.

10.3.6.2.1.4 An approval by a physician that the unit member is in good physical condition shall be required. Expenses incurred will be the responsibility of the unit member.

10.3.6.2.2 Length of leave

10.3.6.2.2.1 Sabbatical leaves shall be granted for not less than one (1) full semester or more than two (2) consecutive semesters. Leave for a fractional part of a semester is not permitted. In the case of year-round schools, an academic study leave may be requested by unit members on columns I, II, and III for one (1) quarter.

10.3.6.2.2.2 Any certificated employee eligible for sabbatical leave who requests such leave during the second semester of any school year must have completed a minimum of seventy-five percent (75%) of the days that school is in session the first semester of that school year.

10.3.6.2.3 Application

10.3.6.2.3.1 Sabbatical leave applications shall be submitted prior to November 10 of the year preceding the school year for which the leave is desired. Requests for leaves for the second semester shall be submitted prior to the last duty day of the year preceding that for which leave is desired.

10.3.6.2.3.2 The application form is to be submitted to the Assistant Superintendent, Human Resources, who will establish the eligibility of the candidate. It will then be forwarded to the principal for approval and then returned to the Office of Human Resources Division.

10.3.6.2.3.3 Qualifying applicants' forms shall be forwarded to the Sabbatical Leave Application Panel.

10.3.6.2.3.4 The Sabbatical Leave Application Panel shall consist of seven (7) members. The members shall be four (4) tenured teachers appointed by the Association and three (3) administrators appointed by the Superintendent or his designee. One of the administrators shall be appointed by the Superintendent or his designee to serve as chairperson of the panel. The panel shall review all qualifying applications and forward them to the Division Superintendent with a recommendation. The composition of the panel (grade level or position held) may be adjusted to reflect the applicant's assignment.

10.3.6.2.3.5 The Assistant Superintendent, appropriate division, will review all sabbatical leave applications considering: (a) Relative merits of reasons for desiring leave; (b) Direct benefit to the District; (c) The number of previous sabbatical leaves granted the applicant; (d) Seniority of service in the District; (e) Reasonable distribution of applicants in the various segments of the district. Following review of the applicants, the Assistant Superintendent will make his recommendations to the Superintendent.

10.3.6.2.4 Approval

10.3.6.2.4.1 Upon the approval of the Board of Education, the Human Resources Division will prepare the necessary contract and see that all required signatures are properly affixed and that any other pre-leave requirements are met.

10.3.6.2.5 Concerning Retirement

10.3.6.2.5.1 Sabbatical leave shall count toward retirement, and the retirement contributions shall be deducted from warrants in the usual manner. (Education Code, Section 22803)

10.3.6.2.6 Rate and Conditions of Compensation

10.3.6.2.6.1 A unit member who receives a sabbatical leave approval shall receive his/her regular salary less 83% Class I, Step 1.

10.3.6.2.6.2 The unit member may elect to continue the maintenance of his/her benefits or receive that amount paid by the District for his/her benefits as salary.

10.3.6.2.6.3 Compensation for any employment accepted as part of the sabbatical leave program must not exceed the difference between the regular salary the employee would have received had he/she remained on duty and the salary he/she receives for sabbatical leave.

10.3.6.2.6.4 Sabbatical leaves shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule.

#### 10.3.6.2.7 Method of Payment

10.3.6.2.7.1 Two plans are made available from which an employee may select his/her preference: (1) Compensation granted by the Board of Education to the employee on leave may be paid in two equal annual installments during the first two years of service rendered in the employ of the District following the return of the employee from the leave absence (Education Code, Section 44969); (2) Salary for sabbatical leave will be paid to the employee while on leave of absence in the same manner as if the employee were teaching in the District upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) years of service in the Santa Ana Unified School District after return from leave of absence. The employee should make arrangements with the Business Office for the disposition of his/her salary warrant each month.

a. Written appointment of a bank or depository to receive his/her salary,

or

b. Disposition according to an appropriate or fully executed power of attorney.

When death prevents the employee from fulfilling his/her leave requirements, no repayment of salary will be required of his/her estate.

#### 10.3.6.2.8 Status upon Returning from Sabbatical Leave and Required Report

10.3.6.2.8.1 At the expiration of the sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he/she agrees otherwise, in the position that is in the best interest of the District. The provisions of Education Code, Section 44973 shall be waived upon acceptance of the leave. The District shall make a good faith effort to reinstate the unit member in the position held at the time the leave was granted.

10.3.6.2.8.2 Each employee who has been on sabbatical leave shall file with the Division Superintendent the completed material that was agreed to at the time the leave was approved not later than thirty (30) duty days after return to his assigned duty. In addition, a report shall be filed giving specific information on employment accepted and compensation received therefrom during the period of the sabbatical leave. All such material shall then be presented to the Board of Education for approval. Transcripts of college and university work shall be supplied to the District.

10.3.6.2.8.3 Payment for service rendered after return to duty cannot be made until either (1) these documents are filed with the Superintendent and approved by the Board of Education, or (2) a statement is filed that the employee is not going to fulfill the leave requirements. If leave requirements are not fulfilled, no compensation may be paid for such leave and any such compensation received must be refunded.

10.3.6.2.8.4 In all matters in which this Section is in conflict with the Education Code, the provisions of the Education Code shall prevail.

#### 10.4 General Provisions

10.4.1 A condition of each leave is that the credential or permit held at the time the leave was granted, properly authorizing service, must be maintained in full force by the unit member.

10.4.2 Only permanent unit members are eligible to apply for an unpaid leave (exception: Family Care and Medical Leave).

10.4.3 All leave requests shall carry a statement of recommendation by the immediate supervising administrator with reasons therefore.

10.4.4 All requests shall be considered by the Deputy Superintendent and the Superintendent prior to submitting to the Board of Education.

10.4.5 Generally, leaves shall be a minimum of one (1) semester and a maximum of two (2) semesters and will begin and end on semester dates. Unusual circumstances may be considered to waive this requirement (e.g., "year-round school"). Upon written request, consideration will be given to extending unpaid leaves to a maximum of two years.

10.4.6 A unit member on unpaid leave must serve at least 75% of the duty days required for that year in order to receive credit for one year's experience.

10.4.7 At the end of the leave, the District shall make a good faith effort to assign the returning unit member to a position which was held at the time the leave was granted.

10.4.8 Unless circumstances preclude, all leave applications must be submitted ten (10) weeks prior to the beginning of the leave (except for Family Care and Medical Leave).

10.4.9 The unit member on leave must notify the Human Resources Office before March 10 for Traditional Calendar and February 10 for Year-Round school of his/her intention to return to the District at the expiration of the leave or resign from the District. On semester leaves, the above date shall be November 1 for Traditional Calendar and October 1 for Year-Round school. The District will deem that the unit member has abandoned employment if he/she fails to notify the Human Resources Office as required.

10.4.10 After a leave has been approved, the District is under no obligation to return the unit member to service sooner than the ending date of the leave.

10.4.11 No leave shall be recommended unless the Assistant Superintendent, Human Resources, has determined that a competent replacement is available.

10.4.12 A unit member on leave shall have the option to continue any health benefits negotiated in this Agreement at his/her own expense. Payments for these benefits shall be made in advance to cover a six- (6) month span of time. Unit members on leave may elect to pay monthly for benefits, at 102% of the monthly cost basis.

10.4.13 Extension of leaves, upon request, shall be at the discretion of the District.

#### 10.5 Other Leaves and Absences

10.5.1 A request for any leave or absence not covered by the terms of this Agreement may be considered by the District on an individual basis (e.g., Professional Conference Absence, National Voluntary Service Leave).

#### 10.6 Catastrophic Leave

10.6.1 Catastrophic leave shall be defined as a life-threatening serious illness or injury that incapacitates a unit member in excess of fifteen (15) consecutive duty days. A physician's verification that the illness or injury is life-threatening shall be provided.

10.6.2 To be eligible for catastrophic leave, the unit member shall have exhausted all fully paid sick leave.

10.6.3 A unit member shall not be eligible for catastrophic leave during the period of time the unit member is receiving full pay under Industrial Accident or Illness Leave (10.2.8).

10.6.4 Only full-time unit members with eight (8) or more days of accumulated sick leave shall be permitted to donate days toward catastrophic leave.

10.6.5 The Association shall establish a Catastrophic Leave Bank and shall establish procedures for administering the Bank.

10.6.6 Requests for catastrophic leave shall be filed with the Association.

10.6.7 Requests for catastrophic leave do not absolve an employee from providing all necessary documents verifying illness and authorizing absence from the District due to illness.

10.6.8 The Association shall inform the Human Resources Office of the names of unit members who have donated sick leave days and how many days they have donated.

10.6.9 The Association shall provide the District, upon written request, information and documentation regarding eligibility for catastrophic leave and related matters.

10.6.10 A unit member may file a grievance alleging a violation of sections 10.6.2, 10.6.3, and 10.6.4 only.

10.6.11 Catastrophic Leave shall be reopened at the request of either party.







## ARTICLE XI

### 11.0 TRANSFER/REASSIGNMENT PROVISIONS

#### 11.1 Definitions of Terms

11.1.1 Transfer: Transfer is the change of a unit member from one site to another.

11.1.2 Reassignment: A reassignment is a change of a unit member's grade level assignment, change between one year and the next, or a change from one class to another during the year, grade level, in classroom designation/program from English-only to Transitional or Immersion, from Immersion to English-only or Transitional, or from Transitional to English-only or Immersion, a cycle change, a change of three or more preparations, or a change to a combination class (two or more grade levels). A change from a combination class to either grade or that combination is not a reassignment. Reassignments shall be made at the discretion of the site administration, subject to the provisions of 11.4 and 11.5 below.

11.1.3 Transfer or Reassignment: A transfer or a reassignment may be unit member-initiated or District-initiated.

11.1.4 Opening: An opening is a position at a site without an assigned unit member.

11.1.5 Vacancy: A vacancy is a position at a given District site which is not filled by a reassignment at the site, by a returnee from a paid leave of absence, or by a District-initiated transfer.

11.1.5.1 The determination of whether or not a vacancy or opening exists is within the sole discretion of the District.

#### 11.2 Extra Preparation Time

11.2.1 Unit members transferred, reassigned, or moved after the first day of instruction shall be provided with one day working with the person currently in the assignment or to prepare for the assignment. An additional day(s) may be granted upon request by the Associate Superintendent of Human Resource or designee.

#### 11.3 Effect of a Unit Member Transfer or Reassignment Request

11.3.1 A unit member who has applied for a transfer or reassignment to a specific vacancy or opening shall not, as a result of having filed for a transfer or reassignment, be removed from his/her current assignment until the transfer or reassignment has been decided.

#### 11.4 Notification of Reasons

11.4.1 When a request for unit member-initiated reassignment or transfer is denied for reasons other than lack of a vacancy, District management shall, upon request, provide unsuccessful applicants with a statement of reasons for denial of their request for reassignment or transfer based on the criteria listed in this Article.

## 11.5 Support Staff Personnel

11.5.1 The initial assignments of support staff personnel (Psychologists, Speech/Language Specialists, Nurses, Adapted P.E. Teachers, Migrant Education Teachers, Curriculum Specialists, Itinerant Teachers, Child Welfare and Attendance Workers) to work sites shall be at the discretion of their respective departments. Changes in assignments shall be made after seeking volunteer input as appropriate and shall not be made arbitrarily or capriciously.

## 11.6 Reassignment

### Unit Member-Initiated

11.6.1 As openings occur at each site, they shall be made known to all unit members of the site. Unit members off cycle, on summer recess or on leave of absence shall provide stamped, self-addressed envelopes if they want to be notified of openings. The opening notice shall include the position, level or subject matter of assignment, special credential if applicable, or other pertinent needs or requirements, and the closing date of such position which shall be a minimum of five (5) duty days after the initial posting date of the opening.

11.6.2 Unit members may request a reassignment to any specific opening for which they are qualified during the time of the opening.

11.6.3 Selection of Candidate--District management shall select the most qualified applicant for the opening based upon the following criteria:

11.6.3.1 Posted qualifications for the opening, including grade level and/or subject area, appropriate credentials, experience, and any special qualifications for the opening.

11.6.3.2 Posted educationally-related needs of the District and/or affected schools for grade level and/or subject area.

11.6.3.3 Legal requirement for grade level and/or subject.

11.6.3.4 Years of experience in the District.

11.6.3.4.1 Interviews shall be reserved for instances when candidates are similar with regard to these criteria.

11.6.3.4.2 If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.

11.6.4 At any time prior to the granting of a reassignment, the reassignment request may be withdrawn by the unit member.

#### District-Initiated Reassignment

11.6.5 Prior to making a District-initiated assignment caused by declining enrollment, enrollment shifts, or budgetary considerations, the District shall seek qualified volunteers at the site including an attempt to notify those off cycle and those on leave of absence. In the event District-initiated reassignments must be made, they shall not be made arbitrarily or capriciously.

11.6.6 Unit members who voluntarily accept a change in job assignment in lieu of layoff shall remain at the site at which they are working at the time of the layoff/change of job assignment if an opening exists at that time for which the unit member is qualified.

11.6.7 All other factors from 11.6.3 being equal, the unit member who has the least seniority within the grade level or department or site from which a reassignment must take place shall be reassigned first.

#### 11.7 Transfer

##### Unit Member-Initiated Transfer

##### 11.7.1 Posting of Vacancies

11.7.1.1 As vacancies become known, they shall be posted at each open school site, Human Resources, and sent to the Association office. The vacancy notice shall include the position, location (if known), level or subject matter of assignment, credential and other requirements, and the closing date of the posting period, which shall be a minimum of five (5) duty days after the initial posting date of the vacancy notice.

11.7.2 Requesting a Transfer--Unit members may request a transfer under the following procedures:

11.7.2.1 Unit members may apply for transfer to any specific vacancy for which they are qualified during the time the vacancy is posted.

11.7.2.2 Unit member-initiated transfers shall be reviewed and a decision made prior to filling vacancies.

11.7.2.3 If a vacancy occurs during the school year after the first semester or second trimester, and a unit member is selected to transfer to the assignment, such transfer may occur during the school year if both principals and the transferee agree. If both principals do not agree, the selected unit member shall transfer at the end of the school year.

11.7.2.4 Between April 1 and May 15 of each year, unit members may file a request to transfer to any number of sites within the District, in which case the District then shall consider the unit member to be an applicant for vacancies occurring at the sites listed on the transfer request form.

Such requests shall expire on September 15.

11.7.2.5 Permanent unit members requesting to transfer shall be considered, if qualified, prior to considering new hires.

11.7.3 District management shall select the most qualified unit member or applicant who has applied for the vacancy based upon the following criteria:

11.7.3.1 Posted qualifications for the vacancy including experience, appropriate credentials, and any special qualifications for the vacant position

11.7.3.2 Posted educationally-related needs of the District and/or affected schools for grade level and/or subject area

11.7.3.3 Legal requirements for grade level and/or subject area

11.7.3.4 Review of evaluations and/or personnel files

11.7.3.5 Years of experience in the District

11.7.3.5.1 If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.

11.7.4 Other provisions relating to unit member-initiated transfer:

11.7.4.1 Transfer requests shall be filed at Personnel Services.

11.7.4.2 At any time prior to the granting of a transfer, the transfer requests may be withdrawn by the unit member.

11.7.5 Unit members moving from a year-round calendar to a traditional calendar shall have the pay periods adjusted to reflect the work year at the beginning of the second school year in the new assignment.

11.7.6 If a year-round school unit member is off cycle or on summer recess and temporarily fills a vacancy while off cycle, he/she shall be paid their regular per diem rate of pay if they begin when the class begins for another cycle or traditional school year.

11.7.7 Unit members on other than traditional calendar shall be on a twelve (12) month pay schedule.

11.7.8 No permanent teacher shall be denied a request for a transfer or reassignment solely because he/she holds a hard-to-fill credential.

11.7.9 Unit members hired by the District after serving, as substitutes for a vacancy/opening shall have their status and salary adjusted retroactively to date of hire, contingent on credential status.

## District-Initiated Transfers

11.7.10 District-initiated transfer caused by declining enrollment, enrollment shifts, or budgetary considerations shall be determined as follows:

11.7.10.1 Prior to initiating a District-initiated transfer, the District shall seek appropriate volunteers from within the site or department.

11.7.10.2 All other factors from 11.7.3 being equal, the unit member who has the least seniority within the department or site from which a transfer must take place shall be transferred first.

11.7.10.3 Unit members subject to transfer under this section shall receive priority over unit member-initiated transfer for existing vacant positions for which they are qualified.

11.7.10.4 Unit members shall not be subject to a District-initiated transfer more than once during a school year. (NOTE: Applies to transfers for declining enrollment, enrollment shifts, or budgetary considerations.)

11.7.11 District-initiated transfers caused by curricular modifications and/or other educationally-related needs of the District and/or affected schools may be recommended at any time. Such transfers shall not be arbitrary or capricious, and in making such transfers the District shall refer to the criteria in 11.7.3.

11.7.12 A District-initiated transfer shall not result in loss of annual contract salary or any health and welfare benefits negotiated in this Agreement.

11.7.13 Unit members transferred under 11.7.10 above shall be given priority consideration over other unit member-initiated transfers to be returned to the original school site when a vacancy is available for which they are qualified and for which they apply.

## 11.8 General Provisions

11.8.1 No emergency-credentialed persons shall be hired by the District until all credentialed unit members have had an opportunity to apply for a vacancy.

11.8.2 All transfers and reassignments shall occur in accordance with the provisions of this Article.







## ARTICLE XII

### 12.0 SAFETY CONDITIONS

12.1 Safety Committee: Within twenty (20) duty days following the opening of school, a Standing Safety Committee shall be organized at each site, and a joint Safety Committee shall be organized at the District. There shall be an even number of members up to 10 on the site level, half of whom shall be unit members elected by the unit members at that site and the balance shall be by classified employees at the site. The building administrator and/or his/her designee(s) may be member(s) of the site committee but shall not be counted in the aforesaid number of the committee. There shall be 12 members appointed to the District Safety Committee. SAEA shall appoint four (4) unit member representatives and administrative representatives and the classified employee organization shall appoint four (4) unit member representatives to the District Joint Safety Committee. The Associate Superintendent of Human Resources or designee shall appoint administrative representatives.

12.1.1 The site administrator shall call the initial meeting to select a chairperson. The chairperson shall call additional meetings as necessary when safety issues are presented to him/her for investigation and/or recommendation. The Joint District Safety Committee shall meet on an as-needed basis, but no less than two (2) times per year. Additionally, there shall be at least four (4) meetings per year between certificated representatives and administrative representatives to discuss safety issues pertaining to certificated personnel. The Associate Superintendent, Human Resources or designee shall call these meetings.

12.2 Safe Workplace: The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permit. Unit members shall comply with District rules and regulations to protect safety and health.

12.2.1 In those classrooms/laboratories that have a specific number of workstations, student safety shall determine the actual number of students enrolled in a class or classes.

12.2.2 Once a unit member reports an unsafe, unhealthy, and/or unsanitary condition to her/his immediate supervisor, the District shall begin investigation within five (5) days. If the District finds an unsafe, unhealthy, and/or unsanitary condition, the District shall begin to take steps to correct the conditions within ten (10) duty days.

12.2.2.1 Corrections shall be in accordance with guidelines by the Association and the District.

12.2.3 All unit members impacted by an unsafe, unhealthy, and/or unsanitary condition shall be provided written notification as to the resolution of the problem by the appropriate District and/or site administrator.

12.2.4 Each site shall keep a log of all safety concerns reported at the site. Resolutions to problems with dates and outcomes as well as outstanding issues shall be noted along with the safety concern. This log shall be provided to the District office annually. The District shall provide

a copy of all safety logs to SAEA within ten (10) duty days of receiving the logs from each site. Unit members may request to look at the site logs during any non-instructional, non-assigned duty time.

12.3 Infectious and Contagious Diseases: Upon a request from a unit member, the school nurse or site administrator shall investigate reports of pupils who suffer from contagious or infectious diseases. If, upon investigation, the pupil is found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District shall take such action as necessary to remedy the problem. If the site administrator takes any action, the school nurse shall be notified. Upon consultation with the school nurse, the site administrator shall notify appropriate unit members, including those directly involved with the pupil.

12.3.1 If, upon arrival, a pupil's records indicate that the student is suffering from a contagious or infectious disease, the site administrator shall inform and consult with the school nurse and notify appropriate unit members, including those directly involved with the pupil.

12.3.2 School nurses and SDC teachers (including but not limited to: infant, preschool, SH, OH, SED, and adult transition) shall be given the option of receiving the Hepatitis B vaccine at District expense as a prevention of Hepatitis B through reasonably anticipated blood-borne exposure. Other unit members reasonably believe that their required job duties include potential for occupational exposure, they shall be given the option of receiving Hepatitis B at District expense.

12.3.3 Unit members shall not be expected to perform specialized physical health care services as part of their daily responsibilities. The District expects specialized health care services to be performed by designated classified staff and nurses as necessary. Specialized health care includes, but is not limited to: diapering, dispensation of medications, catheterizations, Credé, injections, illiostomies, colostomies, gastrostomies, tracheostomies, suctioning, oxygen administration, gavage, feeding, and draining.

12.3.4 The District shall offer training annually on Universal Precautions.

12.3.5 Parent/student private required by law (i.e., HIV) shall prevail regarding the above matters.

12.4 Pupil Discipline: A unit member may request in writing that a conference be held concerning any student who, in the opinion of the unit member, presents a potential, actual, or immediate danger to the safety of the unit member. The site administrator shall promptly schedule such a conference with the unit member and, if practicable, shall include other appropriate personnel and the student's parent or guardian. The site administrator shall consider recommendations resulting from the conference and shall implement any actions necessary to protect the safety of the unit member. With respect to students who present a potential, actual, or immediate danger to the safety of a unit member, the following shall apply:

12.4.1 It is recognized, understood, and agreed that the District and teachers share a joint responsibility for encouraging and supporting the resolution of pupil discipline problems.

12.4.1.1 The District from time to time will publish information concerning student discipline and

make it available to teachers.

12.4.1.2 Unit members at each site involved in instruction of a pupil who has been suspended shall be informed of the beginning and ending dates of suspension.

12.4.1.3 All procedures outlined in Education Code 48900 et seq. shall be followed.

12.4.2 A teacher may suspend any pupil from the teacher's class, per Education Code 48910 and/or Board Policy 5119, for the day of the suspension and the day following.

12.4.2.1 The teacher shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate action.

12.4.2.2 As soon as possible the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

12.4.2.3 The pupil shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the teacher of the class and the principal.

12.4.2.4 A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this provision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

12.4.2.5 The District shall make available in all schools a District form to be used by a teacher in the event the teacher suspends a pupil from his/her class in accordance with this provision.

12.5 Pertinent Student Information: The site administrator, if he/she has knowledge, shall as soon as reasonably possible provide all unit members having direct supervision responsibilities pertinent information concerning any student who exhibited a potential, actual or immediate danger to unit member(s). District personnel possessing such information shall provide it to the site administrator. This information, if available, shall be provided prior to the time the student is placed in the classroom(s). All appropriate staff shall be notified of seriously disruptive students as required and authorized by law. Any verified incident involving any student at a site that is deemed "threatening" as defined by law shall be reported to all appropriate staff as soon as reasonable possible.

12.6 Assaults/Threats: If a unit member is assaulted or threatened while in the performance of duties pursuant to his/her job description and/or other assigned duties, the unit member shall immediately inform the administrator and both shall report such assault or threat to the SAUSD School Police or Santa Ana Police Department or both.

12.7 Breaks: No unit member shall be required to be supervising students more than 2½ hours consecutively without being provided a break of a minimum of 7½ minutes. For purposes of this section, passing time and/or nutrition breaks at the secondary level shall constitute sufficient time to satisfy the requirement set forth herein.

## 12.8 Personal Property Reimbursement

12.8.1 Unit members who bring personal property to the work site to be used as an integral part and necessary to the educational program shall be reimbursed for any verified loss, damage or destruction by malicious acts of others including arson, burglary, or vandalism. "Verified Loss" shall be defined for purposes of this article as any personal property with a monetary value of \$25.00 or more that is unusable for the educational program or purpose the unit member provided it for. Reimbursement is subject to the following conditions strictly construed:

12.8.1.1 Written approval for the use of the personal property in the schools was given by the site administrator before the property was brought on District premises or before used while performing services for the District. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The value of the property shall be stated on the request form. The reimbursement value shall be determined as of the time of the verified loss and shall include normal allowance for depreciation.

12.8.1.2 Reasonable care shall be taken by the unit member to adequately protect such property while it is on school property. Reimbursement shall be conditioned upon the absence of negligence by the unit member.

12.8.1.3 The form to list private property shall be available at each site's office.

12.8.1.4 Only personal property in excess of \$25.00 shall be considered for reimbursement.

12.8.1.4 The maximum reimbursement for any one incident shall be \$1,000.00. Requests for reimbursements of amounts over \$1,000.00 shall be submitted to the Superintendent, who shall consider the request and render a decision.

12.8.1.5 Under no circumstances shall these sections be interpreted to apply to a unit member's vehicle.

12.8.1.6 An Unusual Occurrence Report shall be filed with the site administrator by the unit member within five (5) calendar days of the incident.

12.8.1.7 The Risk Management Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the unit member seeking reimbursement.

## 12.9 Modified Day/Hot Weather

12.9.1 The District and the Association shall apply for a waiver of the instructional minutes requirement of Education Code Section 46201 if it becomes necessary to declare more than two (2) modified days in any school year under the circumstances stated below:

12.9.1.1 If the temperature reaches 95 degrees and it is predicted by the U.S. National Weather

Service that the temperature will continue at 95 degrees or higher, the Superintendent shall declare a modified day or days for students in all non-air-conditioned facilities, or facilities where the air-conditioning has been non-functional for one consecutive 24-hour period after appropriate parent notices have been sent home.

12.9.1.2 When a modified day(s) is declared pursuant to 12.9.1 above, the starting time for afternoon kindergarten shall be adjusted to permit a uniform release time in those schools where facilities permit.

## 12.10 Pest Eradication

12.10.1 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. Insecticides/poisons utilized on District property shall only occur in strict compliance with applicable laws.

## 12.11 Secondary Traveling Teachers

12.11.1 Site administrators at sites with traveling teachers shall consult with teachers involved and develop a plan for assigning traveling teachers on a fair and equitable basis.

12.11.2 On-site teachers shall not be given a traveling teacher assignment if a physician verifies in writing that a reasonable accommodation under the Americans with Disabilities Act is recommended or that the teacher's health would be detrimentally affected. In either case, the physician shall provide the projected period of time that such assignment shall not be given.







## ARTICLE XIII

### 13.0 PROVISIONS RESERVED TO THE GOVERNING BOARD

It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement.

13.1 All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

13.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

13.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

13.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, the personnel, work, service and activity functions assigned to such properties;

13.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational services unable to be performed by unit members, support, construction, maintenance and repair services;

13.1.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, consultants, supervisory or managerial personnel, to do work which is normally done but unable to be performed by unit members covered hereby, and the methods of selection and assignment of such personnel;

13.1.6 The educational policies, procedures, objectives, goals and programs, including those

relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing records, health, conduct, discipline, transportation, food services, racial and ethnic balance, establishing of extra-curricular and co-curricular activities and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association;

13.1.7 The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to classrooms, and the determination as to whether, when and where there is a job opening;

13.1.8 The job classifications and the content and qualifications thereof;

13.1.9 The dates, times and hours of operations of District facilities, functions, and activities;

13.1.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;

13.1.11 The rules, regulations and policies for all unit members, students and the public, subject only to limitations contained in this Agreement.

13.2 In addition to its statutory reserve rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

13.2.1 Staffing patterns.

13.2.2 The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and methods of funding such plans.

13.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

13.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described provisions, or any other rights of the District not limited by this Agreement, is not subject to the grievance provisions set forth in Article VI, but may be subject to the Recommendation/Concern procedure as described in the Information section.

## ARTICLE XIV

### 14.0 DISCIPLINE

14.1 Just Cause Discipline: The District retains the sole right to discipline unit members for just cause, applying principles of due process.

14.2 Notice: In order to be timely filed, a charge shall be initiated no later than twenty-five (25) duty days following the act or occurrence upon which the charges are based or twenty-five (25) days following the date the District reasonably should have known of the act or occurrence.

14.3 Prior Events: In imposing discipline, the District shall not take into account any prior charge which occurred more than four (4) years preceding the date of the charge or charges giving rise to the discipline.

14.4 Progressive Discipline: The corrective process of applying penalties short of discharge when the conduct is of a less serious nature and the employee has not repeatedly engaged in such conduct. The nature of such discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. The basic steps in progressive discipline are listed below:

14.4.1 Verbal reprimand(s)

14.4.2 Conference with written memorandum of summary

14.4.3 Written reprimand (in personnel file)

14.4.4 Suspension(s) with or without pay of up to 15 days

It is understood that some occurrences leading to discipline under this provision may be of such seriousness as to not require strict adherence to each of the steps set forth above.

14.5 If a supervisor recommends disciplinary action, the unit member has the right to appeal the recommended action to the Superintendent through the Associate Superintendent, Human Resources by filing a written request within fifteen (15) days of the issuance of such a recommendation. The supervisor or his/her designee may grant an additional five (5) days to file the request to appeal. Failure to file such a written appeal within the stated time shall waive the right of appeal.

14.6 Grievability: Sections 14.4.1 to 14.4.3 shall be grievable only to the extent that the steps set forth were appropriately adhered to. The substance of statements made under 14.4.1 to 14.4.3 shall not be grievable.

14.7 For purposes of this Article, discipline shall not be defined to include termination, suspension pursuant to Education Code Sections 44939 and 44940, or non-re-election pursuant to California Education Code Section 44882, nor does this Article in any way limit the District's right to initiate such procedures.





## ARTICLE XV

### 15.0 EMPLOYEE BENEFITS

15.1 Establish a 125 plan (Flexible Spending Account) for premiums, out-of-pocket medical costs, and child care expenses. This plan will include a charge to employees for dependent care or unreimbursed medical expenses of \$4 per month for one option and \$6 per month for both options (no charge for premium).

15.2 Establish a procedure whereby employees can elect not to be covered by one or more benefit programs.

15.3 Deduct \$5 tenthly from each employee electing medical benefit coverage. This payment will be waived for retirees enrolled in the Kaiser Senior Advantage/Health Net Seniority Plus plans.

15.4 Deduct \$40 tenthly from each employee electing medical benefit coverage for spouse or spouse and eligible dependents. This payment will be waived for retirees enrolled in the Kaiser Senior Advantage/Health Net Seniority Plus plans. In cases where an employee and spouse are both employees of the District, each shall have the deduction of \$5 tenthly in order to receive medical benefits; however, only one shall have to elect the \$40 spousal deduction for their benefits to be fully coordinated under the Group Health Plan.

15.5 Deduct \$10 tenthly from each employee electing medical benefit coverage for eligible dependents other than spouse.

15.6 For the Group Health Plan, the deductible is \$200 per covered person, with a \$400 family maximum.

15.7 For the Group Health Plan, for employees hired after the effective date of the Agreement deny coverage for pre-existing conditions until the first of the month following the completion of one year of employment. HIPA certification will waive the pre-existing condition(s).

15.8 For the Group Health Plan, the coinsurance maximum is \$7,500.

15.9 Establish that eligibility for all dependent coverage on all plans for 19-24 year olds be as follows:

15.9.1 Any unmarried child under age nineteen (19) years (including a legally-adopted child, stepchild and foster child if actually living with employee in a regular parent-child relationship), but only if primarily dependent upon employee for support and while employee may claim such dependent as an exemption for Federal Income Tax purposes; or a never-married student age 19 through age 24 who is related to the employee as a natural or legally adopted child, a stepchild, or a child under legal guardianship. Such child must also be primarily dependent on the employee for financial support, and must be claimed by the employee as a dependent for

Federal Income Tax purposes. The student must be able to provide proof acceptable to the District that he/she is in full-time attendance at one or a combination of qualified educational institutions.

15.9.1.1 As used herein, "full-time" attendance requires either a statement from a qualified educational institution that the student is accepted for the semester as "full-time" and/or at least 12 semester units as determined by college or university standards.

15.9.1.2 A "qualified educational institution" includes high schools, junior colleges, or other two-year colleges, or universities or colleges granting four-year degrees or post-graduate degrees, proprietary schools such as business colleges, professional schools, trade and technical schools which are established as other than evening schools exclusively.

15.9.1.3 Cessation of full-time school attendance will terminate dependent status with respect to the student EXCEPT that: (a) if cessation is due to school vacation, dependent status will terminate on the date the school reconvenes if attendance does not resume, or (b) if cessation is due to graduation, dependent status will terminate at the end of the third calendar month following graduation.

15.9.1.4 An eligible dependent does not include any dependent who is on active duty in a military service.

15.9.2 A handicapped child's dependent status shall not terminate solely by reason of his/her having attained age 19, if such child is related to the employee as a natural or legally adopted child, a stepchild, or a child under legal guardianship, and if:

- a. On the day immediately prior to the attained of age 19, the child was a covered dependent under the plan, and
- b. The child was handicapped on the day prior to the attainment of such age, and
- c. The child is fully dependent upon the employee for support and maintenance.

15.9.2.1 Within 31 days after the child turns 19, proof of the child's incapacity must be submitted to the Contract Administrator. Thereafter, continued proof of the disability may be required once per year.

15.9.2.2 For these purposes, "handicapped" is defined as disabled and thus incapable of self-sustaining employment by reason of mental retardation or physical handicap. The District, at expense, might require an independent medical or psychological verification.

15.9.3 A Dependent Status Review Committee shall be established consisting of two members of the Association and two representatives of the District. This committee shall review concerns and appeals in the matter of dependent eligibility and make recommendations to the District.

15.9.4 A newborn child of the employee or employee's spouse. Such newborn children

automatically have coverage for the first thirty-one (31) days of life. Coverage after thirty-one (31) days is contingent upon the employee enrolling the newborn as a family dependent, and paying any premium or charges due and owing from the date of birth, within thirty-one (31) days following the birth.

15.9.5 The following are not considered family dependents:

- (1) Foster Child, unless meeting requirements of 15.9.1
- (2) Grandchild **unless meeting requirements of 15.9.1**
- (3) Any other person who does not meet the requirements of at least one of the categories in section 15.9.1 and 15.9.2 above.

**15.9.6 The following are considered family dependents:**

**(1) State Registered Domestic Partners**

15.10 For Health Net/Kaiser add a \$5 co-pay for office visits and a \$5 or \$4 co-pay, respectively for prescriptions.

15.11 For Kaiser Medical, reduce eligibility for mental illness treatment to 20 visits per member each calendar year. Co-payments are \$20 per visit for individual therapy and \$10 per visit for group therapy.

15.12 Express Scripts is the prescription administrator for prescriptions under the Group Health Plan and continue the \$4 co-payment for generic and \$8 co-payment for brand-name drugs.

15.13 The co-payment for crowns required under the PacifiCare dental plan is \$50 with the provision that gold crowns are authorized if the employee pays for the extra cost of the gold.

15.14 PPO providers shall be reimbursed at 100% of eligible charges for hospital (inpatient) expenses and at 80% of eligible charges for doctor/health care provider (outpatient) expense. Non-PPO providers will be reimbursed at 90% of eligible charges for hospital (inpatient) expenses and at 70% of eligible charges for doctor/health care provider (outpatient) expense. Once the total of all eligible charges reaches \$7,500, all subsequent eligible charges will be reimbursed at 100%.

15.14.1 Should the Blue Cross of California provider plan be dissolved or should any of the Orange County, Los Angeles, or Riverside County hospitals drop from the plan at any time during the life of this Agreement, the parties shall immediately meet to renegotiate the provisions of this Agreement.

15.15 When the choice of service providers is beyond the unit member's control, non-PPO providers and hospitals shall be reimbursed at reasonable and customary rates.

15.16 All full-time home teachers (a full-time home teacher is one who teaches approximately 525 hours in a school year) shall receive the same benefits as any other unit member.

15.17 Any permanent, probationary, and temporary unit members employed on a contract full time shall receive the same benefits as any unit member. Unit members voluntarily reducing contract to less than full time shall receive benefits only if they pay for the proportion of benefit costs equal to the proportion of the reduction of their contract. Unit members whose contract are involuntarily reduced shall continue to receive full benefits.

15.17.1 Family coverage for surviving covered family members in the case of death of a unit member or retiree shall continue for a period of six (6) months beginning with the first of the month following the death of the unit member.

15.18 A unit member on leave shall have the option to continue any health and dental, vision and life insurance benefits negotiated in this Agreement at his/her own expense (see Article X Section 10.4.12).

15.19 All costs for medical examination and tests required by the District shall be paid by the District.

15.20 The parties agree to a committee to review and study health benefits and retirement incentive programs. Individual members may recommend modifications to their respective organizations.

15.21 Upon request, the Association shall be provided copies of master contracts with insurance carriers.

15.22 The Association shall be given the opportunity to proofread insurance brochures if the District is given such an opportunity.

15.23 During the term of this Agreement, the District shall make available benefit plans with provisions as are in the plans listed below:

- a. SAUSD Open Enrollment publication
- b. Summary Plan Description
- c. Blue Cross/Kaiser Evidence of Coverage
- d. Delta Dental Group #6637--Maximum annual limit will increase to \$2,000.
- e. PacifiCare Dental Health Plan "The Custom 300 Group Plan"
- f. Met Life Dental
- g. Vision Service Plan for Santa Ana Unified School District Group Health Plan
- h. Blue Cross "Prescription Drug Program" (excludes HMO's)
- i. United Behavioral Health
- j. Health Net Seniority Plus/Kaiser Senior Advantage medical plan

15.23.1 Group Health Care Plan - subject to revisions in this Agreement

15.23.1.1 Medical as described in (a) and (b)

15.23.1.2 Prescriptions as described in (a) and (h)

15.23.1.3 Vision as described in (a) and (g)

15.23.1.4 Mental Health as described in (a), (c) and (i)

15.23.1.5 The lifetime maximum \$1,200,000 effective January 1, 1997.

15.23.2 Blue Cross HMO/Kaiser Medical as described in (a) and (c)

15.23.3 Delta Dental as described in (a) and (d)

15.23.4 Met Life Dental as described in (a) and (f)

15.23.5 PacifiCare Dental Health Plan as described in (a) and (e)

15.23.6 \$40,000 term life insurance (effective 1/1/97)

15.23.7 Blue Cross Seniority Plus/Kaiser Senior Advantage medical as described in (a) and (c)

15.24 The District shall pay the increased costs for health and welfare benefit programs for 2001-02 and 2002-03.

15.25 The Health Benefits Committee shall obtain bids for health and welfare benefits beginning with the 2003-04 school year from providers including a provider of SAEA's choice.







## ARTICLE XVI

### 16.0 SUMMER SCHOOL

16.1 All teachers shall be employed on an if and as needed hourly basis, subject to a contingency of sustained enrollment of students.

16.1.1 The summer school/intersession duty day shall normally be 4½ hours, excluding non-duty breaks.

16.1.2 If a scheduled summer school/intersession day is canceled and State funds are forthcoming for that day, then teachers will be paid for that day.

16.2 Summer school personnel shall be limited to unit members currently employed in the District. Unit members submitting resignations to be effective at the end of a school year will be eligible for summer school employment for the summer immediately following the end of that school year. If fully credentialed unit members are not available from the unit, the District has the discretion to employ non-credentialed unit members and then teachers from outside the District.

#### 16.2.1 Traditional School Teacher Selection Procedure

16.2.1.1 A listing of all tentative position openings for summer school teachers will be adequately publicized by the office of Human Resources by posting such positions in all schools within ten (10) duty days after the date of Board approval of a summer school program.

16.2.1.2 Unit member's applications will be submitted within ten (10) duty days of the date of the posting of the summer school positions; tentative selection and notification of candidates shall occur within fifteen (15) duty days of the close of applications, but no later than five (5) calendar days before the end of the school year.

16.2.1.3 Priority consideration for summer school assignments shall be given to unit members fully credentialed/certified for the summer school assignment.

16.2.1.4 The following criteria shall be used for selection of summer school/intersession teachers:

- a. Appropriate credential/certification
- b. Legal requirements
- c. Experience within the last five years teaching in methods, techniques or programs as publicized in the tentative position openings for a specific site
- d. Subject area experience
- e. Grade-level experience

f. Educationally-related needs of the District and/or schools as publicized in the tentative position openings for a specific site

Where two or more qualified unit members apply for the same position, seniority in the District shall govern.

The District shall not be arbitrary, capricious, or unreasonable with respect to summer school intersession assignments.

16.2.1.4.1 For elementary traditional summer school, priority shall be given to unit members regularly assigned to the summer school site.

16.2.1.4.2 Elementary unit members regularly assigned to sites that do not offer summer school/intersession shall be placed in the eligibility pool at the school where summer school students from their home site are assigned.

16.2.1.5 Prior summer school intersession assignments will decrease priority selection after two (2) consecutive years of summer school intersession service.

16.2.1.6 Teachers who accept assignments and then choose not to work will be considered as if they did work. Teachers who only teach one class or one intersession (except by choice) will be counted as one-half year worked.

16.2.1.7 If a teacher applies for both regular summer school and driver training in summer school, he/she must choose one or the other. In the event of a shortage of driver training teachers for summer school, he/she may elect to do both.

16.2.1.8 The extended year programs of ROP, Special Schools, Phoenix House, Migrant Education, Independent Study, and the summer school and/or intersession program of Special Education are not subject to this Article.

#### 16.2.2 Year Round School Teacher Selection Procedure

16.2.2.1 A listing of all tentative intersession position openings shall be posted at each site offering intersessions. Such postings shall occur in May for intersessions that take place in July or August and in July for intersessions that take place in September through June.

16.2.2.2 If positions are not filled by this process, the District shall distribute a list of vacancies to all sites where teachers would be available to teach intersession. Teachers interested shall apply directly to the site offering intersession.

16.2.2.3 The selection criteria shall be that cited in 16.2.1.3, 16.2.1.4, 16.2.1.5, and 16.2.1.6.

#### 16.3 Sick Leave

16.31 Unit members shall be credited with .8 sick day for working 75% or more at four and one-half (4½) hours a day. Unit members who work more or less than four and one-half (4½) hours a day shall have sick leave prorated accordingly.

#### 16.4 Observations of Summer School Teachers

16.4.1 Observations may be conducted during the time a unit member is on duty or performing summer school responsibilities.

16.4.1.1 The observation shall be related to those items observed.

16.4.1.1.1 Such observations shall be recorded on the Summer School Observation Report form and shall be transmitted to the unit member within five (5) duty days.

16.4.1.2 The evaluator shall schedule a conference relative to the observation. Such request shall occur within two (2) duty days of the receipt of the written observation by the unit member and the conference held within three (3) duty days of the receipt of such request.

16.4.1.3 Observations of summer school teachers shall be filed separately from the teachers' personnel files and not used as part of the unit member's regular evaluation. Such observations will be maintained in a separate file.

16.5 Summer school teachers shall be allowed to share their summer school contracts under the following conditions:

16.5.1 A joint application shall be filed by the two teachers.

16.5.2 Each of the two teachers works 50% of the contract by one working consecutive days for 50% of the session and the other finishing out the second 50% of the session.

16.5.3 Any other potential arrangement for sharing a summer school contract shall be submitted to the Assistant Superintendent-Personnel Services, who shall consider the request and render decision.

16.5.4 Seniority shall apply as cited in section 16.2.1.4, but only one of the two unit members needs to conform to the conditions set forth in 16.2.1.4.

#### 16.6 Class Size

16.6.1 Good faith efforts shall be made to maintain class sizes, which recognize the needs and requests of students, as well as the interests of the teachers and the schools.

16.6.2 Reasonable efforts shall be made to balance class sizes for summer school and intersession by the beginning of the second week of classes.

## 16.7 Retention/At Risk of Retention and Reading Difficulties Programs

16.7.1 For the balance of the 1999-2000 school year, the following teacher selection process based upon the following priority order shall apply:

- a. Fully credentialed unit members assigned to the site(s) where students attend these programs.
- b. Fully credentialed unit members assigned to other sites where students attend these programs.
- c. Secondary school unit members with appropriate credentials and teaching experience at the levels (elementary or intermediate) of the students attending these programs.
- d. Emergency credentialed teachers with District experience at the levels (elementary or intermediate) where students attend these programs.
- e. Teachers outside the District with appropriate credentials and teaching experience at the levels (elementary or intermediate) where students attend these programs.
- f. All others.

16.7.1.1 The selection process shall emphasize selection of teachers with recent training and/or recent experience in the teaching of reading. At grade levels fourth (4<sup>th</sup>) through eighth (8<sup>th</sup>) recent experience in reading, language arts, and math shall be emphasized.

16.7.1.2 If two or more applicants have equal qualifications within a 16.7.1 priority, seniority in the District shall be the determining factor.

16.7.1.3 Prior assignments in these programs will decrease priority selection after two (2) consecutive years of service in these programs.

16.7.2 Teachers volunteering to teach in the programs shall be paid \$25.00 per hour of instruction.

16.7.3 Initial enrollment in these classes shall not exceed twenty-two (22) students. No additional students may be added to a class except to maintain a level of up to twenty (20) students per class.

16.7.4 SAEA agrees to discuss continuance of the above selection process and compensation level for the 2000 summer school and intersession regarding these programs.



## 17.0 WORK STOPPAGE

17.1 The Association hereby agrees that it, its agents, representatives, unit members or persons acting in concert with any of them, shall not incite, encourage, or participate in any strike, walkout, slowdown, or work stoppage against the District, including but not limited to disputes concerning matters covered by this Agreement, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any such activities on the part of any unit members, the Association and its officers will take every necessary step to cause those unit members to end or avert the same.

17.2 Individual unit members engaging in, encouraging, sanctioning, or assisting any strike, slowdown, work stoppage, or other concerted interference against the District in violation of this Article, may be subject to the discipline provisions of this Agreement or the Education Code.

17.3 It is understood that in the event the Association, its officers or agents violate this Article, the District shall be entitled to withhold any rights, privileges or services provided for in this Agreement.

## ARTICLE XVIII

### 18.0 CONCERNS/COMPLAINTS AGAINST UNIT MEMBERS

18.1 Initial presentation of concern: Any person other than a student wishing to present a concern/complaint is to present the concern/complaint within 15 days after becoming aware of the circumstances creating the concern/complaint, first to the unit member who is the subject of the concern/complaint. (See 18.9 below for processing student concerns/complaints)

18.2 If the concern is not resolved after presentation to the unit member, or if the concerned person chooses not to present the concern to the unit member, the concern may be presented to the respective site administrator.

18.2.1 The site administrator shall encourage the concerned person and the unit member to meet and discuss the concern. If such meeting is not held, the administrator shall proceed to investigate the concern with due respect to the confidentiality of the issues and parties involved.

18.2.2 The findings of the investigation shall be communicated to the parties after which the administrator shall encourage a joint meeting of the administrator, unit member, and concerned person to discuss the concern and findings.

18.3 If the concerned person is not satisfied with the resolution of the concern, he/she shall be

instructed of the procedure to file a written complaint with the Superintendent. If such a written complaint is filed, a copy shall be forwarded to the unit member and the investigation of the complaint shall proceed as specified in Board Policies/Regulations.

18.3.1 Upon request of the unit member, a conference shall be conducted in an effort to resolve the complaint. If the complainant does not attend the conference, the complaint will be deemed withdrawn and not entered into the unit member's personnel file and the procedure under this article will be terminated.

18.3.2 In the event that the conference has not resolved the complaint and the District determines that it may take disciplinary action short of termination against the unit member, such action shall be taken only in accordance with Article 14, Discipline.

18.4 Representation: Unit members are entitled upon request to representation during any meetings/conferences conducted under these provisions. Administrators shall make a good faith effort to remind unit members of their right to representation, but failure to do so shall not be considered prejudicial to the District.

18.5 Records of complaints: If an investigation by the District shows that the complaint has no merit, no reference or record of the complaint shall be included in the unit member's personnel file.

18.6 Anonymous complaints: Anonymous complaints shall not be processed pursuant to the provisions of this article.

18.7 Unit member response: Unit member shall be entitled to respond in writing to any complaints lodged under this procedure and to have such response attached to any written material relating to complaints hereunder.

18.8 Other procedures: The District retains the right to pursue other legal procedures where independent investigation proves that the complaint has merit.

18.9 Student concerns/complaints may be presented to the unit member or the administration. If the concern/complaint is presented to the unit member and remains unresolved, it may be presented to the administration.

18.9.1 The site administrator shall encourage a meeting with the unit member and the students in an attempt to resolve the matter.

18.9.2 Prior to an administrative investigation, the unit member shall be informed of the concern/complaint unless the Santa Ana Police Department or other law enforcement recommends to the administrator that the unit member should not be informed.

18.9.3 Any disciplinary action taken by the administrator shall follow Article 14 or the appropriate Education Code provisions.

18.9.4 Student concerns/complaints shall not be subject to the grievance procedure except for violations of Article 14 and the procedures of this article (18.0).

## 19.0 PERSONNEL FILE

19.1 All materials in the personnel file of unit members which may serve as a basis for affecting their employment status are to be made available for inspection by the unit member involved.

19.2 The materials referred to in the foregoing statement (19.1 above) are not to include ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

19.3 Every unit member shall have the right to inspect such materials upon request, provided that the request to inspect such materials is made at a time when such person is not actually required to render service to the District.

19.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, but such review shall take place during normal business hours, and the unit member shall be released

from duty for this purpose without salary deduction.

19.4.1 Information placed in the personnel file under Section 19.4 shall carry the date stamp of the office of Human Resources.

19.5 When commendatory materials are submitted to District office personnel, a copy shall be sent to affected unit member(s) within ten (10) working days.



## ARTICLE XX

### 20.0 PEER ASSISTANCE AND REVIEW (PAR)\*

20.1 The Santa Ana Educators' Association and the Santa Ana Unified School District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through peer assistance and review. Teachers referred to, or who volunteer for, the program are viewed as professionals who deserve to have resources available provided to them in the interest of improving performance to a successful standard.

#### 20.1.1 Time Lines

20.1.1.1 The parties agree to meet and modify the time lines of this provision as necessary and mutually agreed to.

20.1.1.2 The Peer Assistance and Review Program shall be implemented July 1, 2000.

20.1.1.3 The PAR Program shall begin for a referred participating teacher at the beginning of his/her next school year (July for YRS, September for traditional schools).

20.1.1.4 In its inaugural year, the Peer Review Panel (Panel) Members shall be appointed no later than August 1, 2000. Thereafter, joint panel members shall be appointed no later than October 1, 2000.

20.1.1.5 All application materials for potential Consulting Teachers shall be turned in to the District office on or before December 1 for consideration for the next school year.

20.1.1.6 The Consulting Teacher shall issue to the Panel a Final Report in the assistance and review year not later than 35 duty days before the end of the Referral Participating Teachers' instructional year.

20.1.1.7 The Panel shall by majority vote select Consulting Teachers no later than May 1.

20.1.1.8 The Panel shall send a list of consulting Teachers to each Referred Participating Teacher by May 17.

20.1.1.9 Evaluators shall refer Participating Teachers to the Panel by May 15.

20.1.1.10 The Referred Participating Teacher shall submit his or her Consulting Teacher preferences by May 20.

20.1.1.11 The Panel shall assign each Referred Participating Teacher a Consulting Teacher by May 25.

20.1.1.12 The Panel shall review applications of voluntary permanent teachers and approve their participation in the PAR Program or refer them to other appropriate District programs.

## 20.1.2 Peer Review Panel

20.1.2.1 The Peer Review Panel shall consist of seven (7) members, four (4) of whom shall be certificated classroom teachers who are chosen to serve by the Association. They shall possess equal or greater qualifications than Consulting Teachers and shall represent elementary (2), middle (1), and high school (1) levels. The District shall choose the three (3) administrators on the Panel. Initially, two (2) classroom teacher Panel Members shall serve three (3) years; the other two (2) for two (2) years, and thereafter all terms are to be two (2) years. In the event of an absence or a resignation of a classroom teacher from the Panel, the Association may immediately appoint an alternate. Panel Members may not serve for more than two (2) consecutive terms. Less than 75% of a term served as a result of resignation or absence shall not be part of two (2) consecutive terms.

**20.1.2.2 The Panel shall establish its own meeting schedule. To form a quorum, a majority of the Panel Members present shall be SAEA-appointed classroom teachers and there shall be at least one administrator. Such meetings shall take place outside the duty day. PAR Panel members shall receive \$200 for each meeting attended. Members of the Panel shall be released from their regular duties to receive training subject to the approval of the Associate Superintendent, Human Resources or designee without loss of pay or benefits. The parties agree to evaluate this process and pay arrangement on an annual basis and make adjustments accordingly to meet the needs of the PAR Program and Panel members.**

20.1.2.3 Panel members shall be reimbursed for reasonable and necessary mileage expenses directly related to the performance of Panel duties utilizing the established mileage rate of the District.

20.1.2.4 Panel members shall be reimbursed for reasonable and necessary expenses incurred the performance of their duties directly related to the PAR Program.

20.1.2.5 The Peer Review Panel shall be responsible for the following:

20.1.2.5.1 Participating in annual training for Panel members

20.1.2.5.2. Establishing its own Rules of Procedure for effectuating the provisions of this Article. Said rules and procedures shall be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement and ultimately the law shall prevail. Based upon legislative modification or deletion of PAR, the Association and the District agree to renegotiate the PAR Program

20.1.2.5.3 Selecting the panel of Consulting Teachers

20.1.2.5.4 Developing and providing inservice training for Panel members and Consulting Teachers shall be done jointly by the Association and the District

20.1.2.5.5 Notifying in writing the Referred Participating Teacher, Consulting Teacher and site

principal of their participation in the PAR Program

- 20.1.2.5.6 Making available the list of the panel of Consulting Teachers to the Participating Teacher
- 20.1.2.5.7 Sending a copy of the adopted Rules of Procedure to any bargaining unit member or administrator upon request
  - 20.1.2.5.8 Establishing a procedure for application as a Consulting Teacher
  - 20.1.2.5.9 Determining the number of Consulting Teachers in any school year, based upon participation in PAR Program, the budget available and other relevant considerations
  - 20.1.2.5.10 Make recommendations to the Governing Board through the Superintendent no later than May regarding referred participants in the program including forwarding the names of teachers who, after one (1) year of sustained assistance, have not demonstrated satisfactory performance. The Panel, based upon extenuating circumstances, may recommend to the Board of Education through the Superintendent an extension of this period of time.
  - 20.1.2.5.11 Evaluating annually the impact of the PAR Program in order to improve the program and remit a written Report of their findings to the Board and Association
  - 20.1.2.5.12 Developing all Application Forms for the Consulting Teachers and Voluntary Participating Teachers
  - 20.1.2.5.13 Developing all Consulting Teacher and Peer Review Panel Report Forms
- 20.1.2.6 All panel proceedings and materials related to personal matters shall be confidential. Conversations and supporting data collected/generated by the Consulting Teacher shall not be used in the evaluator's final evaluation of the Referred Participating Teacher.
- 20.1.2.7 Panel Members and Consulting Teachers shall be provided the same liability coverage contained in the Education Code and Government Code as provided to administrators and others acting on behalf of the District. This includes District-paid legal defense and settlement awards, if any. If a conflict of interest exists between the Panel Member or Consulting Teacher and the District, the Panel Member or Consulting Teacher may select his/her own attorney. The District shall pay reasonable and necessary legal costs and fees in such actions.
- 20.1.2.8 Members of the Panel shall be provided reasonable release time for performing duties which require them to visit classrooms and/or for inservice training. If inservice training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem rate of pay.
- 20.1.2.9 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions.

### 20.1.3 Participating Teachers

20.1.3.1 Permanent classroom teachers, who receive an unsatisfactory evaluation, shall be referred to and shall participate in the Peer Assistance and Review Program. For the purposes of this Article, an unsatisfactory evaluation is defined as three (3) or more boxes checked in column 3 (unsatisfactory) for sections 1.0-4.0 of the current evaluation form.

20.1.3.2 Other permanent classroom teachers may volunteer at any time to participate. Participation by a Volunteer Participating Teacher shall be kept confidential except on a needs-know basis. A Volunteer Participating Teacher may discontinue his or her participation in this program at any time. A Volunteer Participating Teacher's participation is for peer assistance only and shall not continue for more than one school year or the balance thereof. The Consulting Teacher shall not participate in the evaluation of the Volunteer Participating Teacher. The Panel shall review Volunteer Participating Teacher applications to approve participating in the Program or refer them to the District for consideration to participate in another District-approved program.

20.1.3.3 A Referred Participating Teacher may prioritize up to three Consulting Teacher choices from a panel of available Consulting Teachers. The Panel shall assign a Consulting Teacher from this list in the order of the Referred Participating Teacher preference as the Consulting Teacher selections are available. The Referred Participating Teacher may appeal to the Panel for a different Consulting Teacher.

20.1.3.4 The Referred Participating Teacher has the right to be represented at all formal conferences and meetings.

20.1.3.5 All Participating Teachers shall receive up to \$250 reimbursement for instructional supplies and materials for participation in the Program with the concurrence of the Consulting Teacher.

### 20.1.4 Consulting Teacher

20.1.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules of Procedure, provided that the following shall constitute the minimum set of qualifications:

20.1.4.1.1 A Consulting Teacher shall be a classroom teacher with permanent status.

20.1.4.1.2 A Consulting Teacher shall have held at least a clear California teaching credential for at least three (3) years.

20.1.4.1.3 A Consulting Teacher shall have at least five (5) years' classroom teaching experience.

in SAUSD.

20.1.4.1.4 A Consulting Teacher 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.

20.1.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references.

20.1.4.3 Applications and references shall be treated with confidentiality.

20.1.4.4 Consulting Teachers shall be selected by a majority vote of the Panel after candidates have had classroom observations by the Panel.

20.1.4.5 A Consulting Teacher shall be provided reasonable release time. The term of the Consulting Teacher shall be three (3) years. In the first two (2) years of the PAR Program, the Panel may choose to stagger the length of the initial Consulting Teacher terms.

20.1.4.6 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members.

20.1.4.7 The Consulting Teacher shall assist a Participating Teacher by demonstrating, observing, coaching, conferencing, and referring to other activities which, in their professional judgment, shall assist the Participating Teacher.

20.1.4.7.1 During the school year a Consulting Teacher can be either assigned to not more than one (1) Referred Participating Teacher or up to two (2) Volunteer Participating Teachers.

20.1.4.7.2 A Consulting Teacher who is assigned a Referred Participating Teacher will receive a stipend of \$4,000.

20.1.4.7.3 Consulting Teachers who are assigned to Volunteer Participating Teachers will receive a stipend of \$2,000 per Volunteer Participating Teacher.

20.1.4.7.4 Consulting Teachers who provide services for less than a full year shall have their stipends prorated accordingly.

20.1.4.7.5 A Consulting Teacher who is approved but not assigned to a Participating Teacher shall be referred for consideration of other teacher support activities determined by the Joint committee as established in the Memorandum of Understanding.

20.1.4.8 Consulting Teachers shall be reimbursed for all reasonable and necessary expenses incurred in the performance of their duties directly related to the PAR Program.

20.1.4.9 The Consulting Teacher shall meet with the Referred Participating Teacher and the evaluator of the Referred Participating Teacher to receive and discuss the Referred Participating

Teacher's previously-established performance objectives as per Article V, section 5.1.1 and 5.1.2 of the SAEA/SAUSD contract.

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

20.1.4.11 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall submit to, and discuss with, the Referred Participating Teacher at least two (2) written Reports.

20.1.4.12 Consulting Teacher shall prepare a Final Peer Review Report on the Referred Participating Teacher he/she assists. This Report shall be submitted to the Peer Review Panel, the designated evaluator of the Participating Teacher, and the Participating Teacher. The Referred Participating Teacher may attach a written response to the Consulting Teacher's Report and request a meeting with the Peer Review Panel to discuss the Report within 20 duty days. The Referred Participating Teacher has the right to an Association representative of his or her choice at this meeting. A copy of the Consulting Teacher's Report shall be submitted to, and discussed with, the Referred Participating Teacher to receive his or her signature before it is submitted to the Panel. 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.

20.1.4.13 The Final Report 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 as part of the evaluation of the Referred Participating Teacher conducted during participation in the program.

20.1.4.14 Consulting Teachers shall be provided reasonable release time for performing duties which require them to visit classroom and/or for inservice training. If inservice training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem rate of pay.

20.1.4.15 A cooperative relationship between the consulting teacher and the principal shall be expected and strongly encouraged by the Association and the District. The designated evaluator shall retain the responsibility for the evaluation.

## 20.1.5 Related Matters

### 20.1.5.1 Peer Assistance and Review Budget

20.1.5.1.1 The Peer Review Panel shall develop and recommend a budget to the Governing Board through the Superintendent or through the regular budget development process.

20.1.5.1.2 This article shall be in compliance with the Education Code requirements covering Peer Assistance and Review programs.

## 20.1.6 Joint Committee

**20.1.6.1 The Santa Ana Education Association (SAEA) and the Santa Ana Unified School District (SAUSD) shall through a committee comprised of four (4) members appointed by SAEA and four (4) members appointed by SAUSD:**

**20.1.6.2 Develop new teacher training and support programs pursuant to Education Code section 44506(c)(5). (Assembly Bill No 1x, First Extraordinary Session, 1999)**

**20.1.6.3 Develop professional development for all teachers pursuant to Education Code section 44506(c)(4). (Assembly Bill No. IX, First Extraordinary Session, 1999)**

20.1.6.4 The SAEA and the District shall also jointly develop a budget annually utilizing the AB funding not budgeted for the Peer Assistance and Review Program, to develop and implement new teacher training and support programs and staff development for all teachers.

20.1.6.5 Such programs and budget shall be recommended to the Governing Board for consideration and adoption pursuant to its annual budgeting process.

**20.1.6.6 SAEA appointees shall receive \$200 for each meeting attended. Meetings shall occur outside the normal duty day. The parties agree to evaluate this process and pay arrangement on an annual basis and make adjustments accordingly, to meet the needs of the PAR program and joint committee members.**

#### 20.1.7 Peer Assistance and Review Implementation

The Peer Assistance and Review Program, as a replacement for the Mentor Teacher Program and as found in the negotiated agreement between the District and the Association, is intended provide peer assistance to tenured participating teachers who are referred for unsatisfactory performance or who have volunteered. The Consulting teacher's role shall not replace or in any way erode the responsibility of the principal or assistant principal as evaluators as described in the Stull Act. The statute does not permit the Consulting Teacher or the PAR Panel to evaluate the Participating Teacher. Under the statute the District maintains the responsibility to evaluate teachers. This remains the role of the principal/assistant principal as evaluators.





## ARTICLE XXI

### 21.0 CONTRACT WAIVER

**21.1.1 The principal or site representative must inform District Management and the Association of the waiver proposal on the Site Contract Waiver Proposal Form which is included in the Appendix of the CBA.**

**21.1.2 Waiver proposals with an accompanying ballot and balloting procedure must be approved by the Association and the District.**

**21.1.2.1 The balloting procedure must provide for the following provisions:**

- a) Site Name**
- b) Secret Ballots**
- c) Neutral Ballot Counting**
- d) Secure Ballot Storage**
- e) On and Off Track Voting**
- f) Vacancy Notice Advertisements**

**21.1.3 Waivers are approved with 70% + 1 of the affected Unit Members voting "Yes".**

**21.1.4 Affected Unit Members are those assigned to the site for the time period covered by the site waiver.**

**21.1.5 If a site wishes to continue an existing waiver, it must follow the procedures listed above.**

**21.1.6 If the waiver is approved, transfer priority shall be given to the unit members who are adversely affected by the waiver. No unit member shall be asked to leave the site or retaliated against in any manner as a result of their support or opposition to a waiver or waiver proposal.**

**21.1.7 Contract Waivers may only be sought on provisions of the CBA contained in Article VIII: Hours of Work.**

**21.1.8 Meetings held "in lieu of" staff development days and regularly scheduled meetings as allowed by contract may take place without the need of a waiver as long as no additional time is required of unit members beyond that which is mandated by provisions of the Hours of Work Article of the CBA. Sites making use of this provision shall notify the District and the Association in writing prior to the beginning of each school year this plan is implemented.**





## ARTICLE XXII

### 22.0 MISCELLANEOUS PROVISIONS

22.1 Within thirty (30) duty days of ratification of the Agreement by both parties herein, the District shall have sufficient copies prepared and delivered to the sites for distribution to each unit member in the District. The cost shall be equally shared by the District and the Association.

#### 22.2 Effect of the Agreement

22.2.1 The District shall not reduce or eliminate any current District Office procedures, Board Policies, or Administrative Regulations on items that are within the scope of representation as defined by Chapter 10.7, Section 3543.2 of the Government Code and final PERB decisions, that would adversely affect a unit member unless previously discussed with the Association or otherwise provided by the express terms of this Agreement.

22.2.2 The Association and the District agree that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, unless there is mutual agreement to reopen negotiations on any topic, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed the Agreement, or even though such subjects or matters were proposed and later withdrawn.

#### 22.3 Separability and Savings

22.3.1 If any provisions of this Agreement should be held invalid by operation of law, by the Public Employment Relations Board, by the highest court of the State or by a Federal court pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

22.3.2 If any such decision or change in law occurs, the parties hereto shall, upon request within forty (40) duty days, commence meeting and negotiating with respect to the means of compliance therewith, if either party deems it necessary to renegotiate and requests such in writing.

#### 22.4 Conflict

22.4.1 In the event a conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

22.4.2 In the event of a conflict between the terms of this Agreement and any provisions of the Education Code or Title V of the Administrative Code, the law shall prevail.

## **22.5 Application**

**22.5.1 The District and the Association shall apply the provisions of this Agreement (CBA) to all unit members without regard to race, color, creed, age, national origin, gender, disability, sexual orientation, political affiliation, marital status, primary language, exercise of rights provided by this Agreement, and/or membership and/or participation in activities of the Association unless authorized by a provision of this Agreement (CBA).**

**22.5.2 Alleged violations of 22.5.1 may be challenged pursuant to the Grievance Procedure (Article VI) or pursuant to the complaint procedures established by State and Federal agencies, such as DFEH or EEOC.**

**Unit members alleging violations under 22.5.1 above must elect to pursue their claim(s) pursuant to the Arbitration procedures outlined in the CBA or pursuant to the complaint procedures established by State and Federal agencies, such as DFEH or EEOC, but not both.**

## ARTICLE XXIII

### 23.0 RETIRED TEACHERS

23.1 The following provisions are pertaining to retired teachers employed as necessary for the implementation of the 20-to-1 Class Size Reduction Program:

23.1.1 Salary shall be based on Class III, Step 5.

23.1.2 Health and Welfare Benefits: Retirees employed pursuant to this Article may purchase all or part of the District-offered benefit programs at an annual cost of the District's benefits package except where IN6.2 applies.

23.1.3 Each year of service under the 20-to-1 Class Size Reduction Program shall be added to years of prior Santa Ana Unified School District service to determine eligibility for continued District retiree health benefits as provided in Administrative Regulation (AR) 4117.15/4217.15/4317/15, Retirement Procedures/Qualifications.

23.1.4 Evaluation Procedures: A minimum of two observations and one evaluation shall be provided per year.

23.1.5 Transfer/Reassignment: Voluntary transfer or reassignment shall be limited to positions resulting from 20-to-1 Class Size Reduction.

23.1.6 Grievance Procedure: A retired teacher may grieve all provisions as modified herein and the balance of the contract.

23.1.7 Wages and Wage Provisions: The step and column and other provisions of Article VII shall not apply to retired teachers.

23.1.8 Employed retired teachers shall receive compensation for participation in the buy-back (staff development) program.







ARTICLE XXV

25.0 BEGINNING TEACHER INCENTIVE FUNDING

25.1 Fully credentialed teachers employed on December 31, 2000, and serving in the following hard-to-fill positions shall receive an annual stipend of \$800 beginning with the 2000-2001 school year.

25.1.1 Special Education including speech and language specialists and adapted P.E. teachers providing service pursuant to IEPs.

25.1.2 Secondary math and science.

25.2 Proration of the \$800 shall be as follows:

Intermediate

4 or more qualifying periods .....	100%
3 qualifying periods	75%
2 qualifying periods	50%
1 qualifying period	25%

High School

3 qualifying periods	100%
2 qualifying periods	67%
1 qualifying period	33%

Elementary Special Education

75% of the instructional day	100%
50% of the instructional day	67%
Less than 50% of the instructional day	50%

25.3 Proration shall also be based upon the portion of the school year worked. If a teacher works more than one semester, \$800 shall be paid. If a teacher works less than a semester, \$400 shall be provided. Current employees without a credential and current fully-credentialed employees who agree to obtain a credential qualifying them for a hard-to-fill position shall receive upon completion of the credential the \$800 stipend if assigned to a hard-to-fill position.

25.4 Current employees who possess a credential qualifying them for a hard-to-fill position but are not assigned to a hard-to-fill position shall receive the stipend in item 5 below if they transfer to a hard-to-fill position.

## ARTICLE XXVI

### 26.0 HIGH SCHOOL EXTENDED DAY

26.1 High School Extended Day is the term used in this Collective Bargaining Agreement to describe the addition of an additional class period mandated for specific groups of SAUSD high school students.

a. Full-time teachers at the high school are those who teach five (5) classes with one (1) conference period.

b. Overload teachers at the high school are those who teach six (6) classes with no conference period.

c. Extended Day teachers at the high school are those who teach six (6) classes with one (1) conference period.

26.2 The student instructional schedule may be increased by one period immediately before and/or after the instructional day during the 2002-03 school year at each comprehensive high school.

26.2.1 Teachers who participate in this modification (teach 6 periods with a conference period) do so on a voluntary basis. Teachers who choose not to participate shall not experience reprisals.

26.2.2 The District shall not be arbitrary or capricious in the implementation of the High School Extended Day.

26.3 Unit members may volunteer for only one period before or after the existing schedule.

26.3.1 Unit members who choose to participate shall specify their preference and availability for before school, after school, or both.

26.4 Unit members who volunteer for before or after standard-day high school classes shall receive 1/6 of their contracted salary and shall receive the same rate of pay for all authorized paid absences.

26.4.1 Unit members who substitute for the additional period shall be paid at Factor E, Class II, step 5.

26.4.2 Unit members and Santa Ana Unified School District Retirees who substitute for a day in an Extended Day high school shall receive an additional 1/6 of their regular substitute pay.

26.5 Volunteers shall receive two (2) days' additional accumulative sick leave per year or a proration thereof.

26.5.1 1.0 sick days shall cover an extended day.

26.6 All compensation earned by volunteers including substitute volunteers shall be included in STRS calculation in accordance with any applicable legislation.

26.7 SAEA representatives and SAUSD personnel shall meet and consult no less than every two months. The committee shall be established by June 15, 2001, and shall study and recommend prioritized alternatives for assigning teachers to teach a longer instructional day for comprehensive high school students.

26.7.1 The committee shall consist of the following:

26.7.1.1 Two (2) teachers from each of the comprehensive high schools, selected by the Association.

26.7.1.2 One (1) teacher from a high school alternative education site, selected by the Association.

26.7.1.3 Each comprehensive high school principal or designee.

26.7.1.4 District Chief Academic Officer (ex officio)

26.7.1.5 Association Executive Director (ex officio)

26.7.1.6 Association President (ex officio)

26.7.2 Consultations shall include:

26.7.2.1 Student Curriculum

26.7.2.2 Student and teacher scheduling

26.7.2.3 Materials and Supplies

26.7.2.4 Class size

26.7.2.5 Other issues related to high school exit exams and District graduation requirements.

26.7.3 A report of the meetings shall be provided to both SAEA and SAUSD.

26.7.4 A yearly review of the impact of the Extended Day program shall be conducted by the Consultation Committee. Information to be reviewed shall include, among other items of information, test scores, attendance features and teacher, student, and parent surveys. This information shall be reported to SAEA and SAUSD.

26.8 Selection of volunteers shall be based upon the following criteria:

26.8.1 Appropriate credential/certification.

26.8.2 Legal requirements.

26.8.3 Experience within the last five (5) years teaching in methods, techniques or programs as publicized in the tentative position openings for a specific site.

26.8.4 Subject area experience.

26.8.5 Grade level experience.

26.8.6 Educationally-related needs of the District and/or schools as publicized in the tentative position openings for a specific site.

When two or more equally qualified unit members apply, seniority in the District shall govern.

26.9 All volunteers shall be employed subject to contingency of sustained enrollment of students. Extended Day personnel shall be limited first to unit members currently employed at the site, then the District may seek candidates employed at other District sites, and then employees not currently employed by SAUSD.

26.10 Tentative position openings for teachers shall be adequately publicized by the District with postings of such positions in all schools within ten (10) days of the approval of each opening. Unit members' applications shall be submitted within ten (10) duty days of the date of the posting deadline for the Extended Day positions. Tentative selection and notification of candidates shall occur within twenty (20) duty days of the close of applications, but no later than five (5) calendar days before the end of the school year.

26.11 Appropriate support personnel, e.g., Counselors, Psychologists, Nurses, etc., shall be available during the Extended Day.

26.12 Security personnel shall be available during the Extended Day.

26.13 Class size provisions as enumerated in Article 9 of this Agreement shall apply to Extended Day.



**SANTA ANA UNIFIED SCHOOL DISTRICT  
SCHEDULE OF SALARIES FOR TEACHERS**

**2004-2005**

STEP	Class I	Class I	Class II	Class II	Class III	Class III	Class IV	Class V
		w/Cred.	BA + 25	w/Cred.	BA + 46	w/Cred.	MA	DR
1	38,706	40,980	38,706	40,980	39,526	40,980	42,108	42,588
2	38,706	40,980	38,879	40,980	41,501		44,007	44,487
3	38,706	40,980	40,821	40,980	43,577		45,986	46,466
4	38,706	40,980	42,866		45,755		48,056	48,536
5	40,452	40,980	45,010		48,041		50,219	50,699
6	42,270	40,980	47,259		50,442		52,480	52,960
7	44,172	40,980	49,623		52,963		54,838	55,318
8			52,106		55,609		57,306	57,786
9			54,708		58,392		59,885	60,365
10			57,440		61,311		62,580	63,060
11					64,380		65,399	65,879
12							68,378	68,858
16							72,314	72,794
21							77,493	77,973
26/31							79,404	79,884

NOTE: \$40,980 is designated beginning salary for teachers who have completed credential requirements.

1.5% for three mandatory staff development days.

<b>STEP</b>	<b>SALARY</b>	<b>DOCTORATE</b>
1	58,960	59,488
2	61,611	62,139
3	64,385	64,913
4	67,282	67,810
5	70,307	70,835
6	73,477	73,957
7	76,825	77,353
11	81,247	81,775
16	87,064	87,592

Work Year = 187 days

Effective: 7-1-2004

Adopted:

Effective: July 1, 2004  
Adopted: March 23, 2004  
Appendix C

**Site Contract Waiver Proposal Form**

Date Submitted to District Office and Association: \_\_\_\_\_

Contract Paragraphs to Be Waivered: \_\_\_\_\_

Purpose of Waiver:

Additional Instructional Minutes (IM) Per Day: \_\_\_\_\_

Additional IMs Per Week: \_\_\_\_\_ Additional IMs Per Month: \_\_\_\_\_

Additional Called Meetings (CM) Per Week: \_\_\_\_ Per Month: \_\_\_\_ Per Year: \_\_\_\_

Length of CMs: \_\_\_\_\_ Day(s) of CMs: \_\_\_\_\_ Time(s) of CMs: \_\_\_\_\_

Duration of Waiver (not to exceed one year) \_\_\_\_\_

Commencement of Waiver: \_\_\_\_\_ Conclusion of Waiver: \_\_\_\_\_

**Comments (Rationale, Special Circumstances, Considerations):**

Site Administrator in Charge: \_\_\_\_\_ /  
*Signature and Date Print Name*

Site SAEA Representative: \_\_\_\_\_ /  
*Signature and Date Print Name*

Approved for Site Vote: \_\_\_\_\_  
For SAUSD For SAEA Date

**PLEASE CIRCLE YOUR RESPONSE TO THE QUESTION *"Do you approve this waiver?"***

***YES*    *NO***

**APPENDIX D  
1 - EVALUATION PLAN**

**SANTA ANA UNIFIED SCHOOL DISTRICT  
EVALUATION PLAN**

**SCHOOL YEAR:** \_\_\_\_\_

**EMPLOYEE** \_\_\_\_\_ **ASSIGNMENT(S)** \_\_\_\_\_ **CYCLE** \_\_\_\_\_

**SCHOOL/DEPT.** \_\_\_\_\_ **PERMANENT** \_\_\_\_\_ **NON-PERMANENT** \_\_\_\_\_

*INDICATE STANDARDS BEING ADDRESSED:  
STANDARDS 1.0 - 5.0*

- 1.0 Engages and supports all students in learning.
- 2.0 Creates and maintains effective environments for students learning
- 3.0 Understands and organizes subject matter for student learning
- 4.0 Plans instruction and designs learning experiences for all students.
- 5.0 Assesses student learning.

*INDICATE ELEMENT BEING ADDRESSED.*

**STANDARDS 6.0 Develops as a Professional Educator**

- 6.1 Reflects on teaching practice and plans professional development.
- 6.2 Establishes professional goals and pursues opportunities to grow professionally.
- 6.3 Works with communities to improve professional practice.
- 6.4 Works with families to improve professional practice.
- 6.5 Works with colleagues to improve professional practice.
- 6.6 Balances professional responsibilities and maintains motivation.

\*\*\*\*\*

**Check Applicable CBA Paragraph Number:**

**5.1.1.1** The evaluation of first year pre-internship and emergency permit unit members, credentialed temporary and categorically funded unit members, and probationary unit members shall be based on two (2) of the first five (5) Standards and one (1) element of Standard 6: Develops as a Professional Educator.

**5.1.1.2** The evaluation of second or more years pre-internship and emergency permit unit members, second and third year credentialed temporary and categorically funded unit members and second-year probationary unit member shall be based on the remaining three (3) Standards and one (1) element of Standard 6: Develops as a Professional Educator.

**5.1.1.3** Every evaluation year, the evaluation of permanent and continuing credentialed temporary (three or more years in the District) unit members shall be based on three (3) of the Standards and one (1) element of Standard 6: Develops as a Professional Educator.

**5.1.2** Are Standards mutually Agreed Upon? Yes or No

**5.1.2** Which standards are Administratively substituted? \_\_\_\_\_/\_\_\_\_\_

**5.1.2.1** Will Unit Member be submitting constraints? Yes or No

.....

**EVALUATOR SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**EMPLOYEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SANTA ANA UNIFIED SCHOOL DISTRICT  
GRIEVANCE**

To: Respondent _____	Date of Occurrence _____
From: Grievant(s) _____	Agreement Article No. _____
School/Dept. _____	Section No. _____
Position _____	Page No. _____
Name of Representative (if any) _____	Oral Conference Date _____
Association of Representative _____	

**Nature of Grievance (Be specific):**

**Nature of Grievance (Be specific):**

Dates Received

LEVEL I	_____	_____
	Date	Int.
LEVEL II	_____	_____
	Date	Int.
LEVEL III	_____	_____
	Date	Int.
ARBITRATION	_____	_____
	Date	Int.

**Suggested Solution(s):**

For Respondent Use Only

Grievant's Signature

Date of Submission

Attention: Filing: Copies to Superintendent, Association, Personnel and Grievant



## INFORMATION

These items are for information. They are not to be considered a part of the negotiated Agreement.

They are not subject to the grievance procedure described herein, but may be reported utilizing the procedure of IN.3 contained in this Information section.

### IN.1 Excused Absences

#### IN.1.1 Excused absence/without loss of pay

IN.1.1.1 The Superintendent is authorized to change the assignment of an employee for school business for a period of five days.

IN.1.1.2 Excused absences or change of assignment for more than five days shall only be authorized by the Board of Education.

### IN.2 Provisions Governing the Teachers Salary Schedule

#### IN.2.1 Placement on the Salary Schedule

IN.2.1.1 At the time of employment, initial salary placement shall be determined on the basis of the Official unopened transcripts provided by the employee.

IN.2.1.1.1 If Official unopened transcripts are not available on the date of employment, the salary placement shall be on Class I. Salary schedule placement adjustment will only be retroactive to the first duty day under contract if the Official unopened transcripts are received within 45 days of the first duty day. If the starting date is made retroactive, the 45-day period commences the day the employee signs the contract. After the 45-day deadline, change in salary schedule placement must follow the reclassification procedure as stated in the negotiated Agreement.

IN.2.1.2 Questions regarding placement on the salary schedule for the current school year must be brought to the attention of the Human Resources Office within 45 calendar days after the date of employment.

IN.2.1.3 It is the applicant's responsibility to provide a complete set of official transcripts to the Human Resources Office no later than 45 calendar days after the date of employment.

#### IN.2.2 Creditable Units

IN.2.2.1 A unit of work for credit on the salary schedule shall be of regular semester value, C grade or better, earned in an institution accredited by WASC or an accrediting agency of similar

status.

IN.2.2.1.1 The District will give credit for units prior to the Bachelor's degree if the college or university has designated the units as post-graduate credit and that the units were not required for the Bachelor's degree.

IN.2.2.2 Units taken prior to January 1, 1960, which are to be used for salary credit purposes, must be certified as "graduate level" units by the college or university in which they were taken, or taken to meet a requirement for an earned California credential.

### IN.2.3 Credit for Teaching Experience - Initial Salary Placement

IN.2.3.1 Credit for initial salary placement shall be granted on a year-for-year basis for comparable teaching experience requiring a credential. The maximum credit allowable shall be 15 (beginning 7/1/96) years. Credit shall be granted when service was full time, under contract for the equivalent of 75% percent or more of the full year contract days of instruction during two consecutive semesters under one of the following conditions:

IN.2.3.1.1 Service was for two consecutive semesters in the same school year.

IN.2.3.1.2 Service was for two consecutive semesters in the same district covering two school years.

IN.2.3.1.3 Salary adjustments for service credit submitted after the 45-day period of 2.1.1.1 shall not be retroactive.

IN.2.3.2 Subsection IN.2.3.1.2 shall be effective beginning with the 1972-73 school year with the necessary corrected placement on the salary schedule and adjusted dollar amounts granted. Salary adjustments shall not be retroactive prior to September 1, 1972.

IN.2.3.3 Verification of comparable experience will be obtained by the Human Resources Office. Questionable experience will be submitted to the Superintendent's Cabinet for consideration.

### IN.2.4 Credit for Related Experience

IN.2.4.1 Credit for related experience other than full-time teaching may be allowed when:

IN.2.4.1.1 The duties performed were similar to those expected in the position being filled; or

IN.2.4.1.2 The duties performed were of a highly specialized and/or technical nature having an immediate or direct relationship to those expected in the position being filled; and

IN.2.4.1.3 The experience was full time and successful.

IN.2.4.2 Credit will be granted at the rate of one year for three years of experience.

Questionable experience will be submitted to the Superintendent's Cabinet for review and recommendations. All credit for related experience is subject to Board of Education review and approval.

### IN.3 Report of Recommendation/Concern

IN.3.1 This procedure is established for the purpose of maintaining positive relationships with unit members of the District. Its further purpose is to provide a method of reporting accountability, and a system of dealing with unit members' recommendations and concerns.

IN.3.2 This procedure for submitting recommendations and concerns shall apply to all unit members of the District.

#### IN.3.3 Definitions:

IN.3.3.1 Recommendation: An idea, proposed action or solution perceived by the originator to be worthy of acceptance or trial.

IN.3.3.2 Concern: A state of apprehension that persists in the mind of a unit member. The concern is an unresolved state or condition towards which the unit member exhibits a marked interest or regard. A concern may stem from the actions of an individual or from operational procedures of a department/ division of the District. The unit member registering the concern expresses discontent about an unsatisfactory state or condition.

#### IN.3.4 Procedure:

IN.3.4.1 The originator shall complete the form describing the situation, retaining the bottom copy for reference and submitting the remaining copies to the immediate supervisor. The originator may attach substantiating information and other documents as desired.

IN.3.4.2 The immediate supervisor responds to the report in the appropriate area and forwards all copies to the appropriate Deputy Superintendent.

IN.3.4.3 The appropriate Deputy Superintendent and Superintendent, in turn, shall respond in writing to the report.

IN.3.5 Upon the completion of the response by the Superintendent, he/she shall cause copies to be distributed as indicated to all respondents and the originator.

IN.3.6 Upon completion of the Superintendent's response, the originator, if not satisfied, shall submit the documents with supporting information to the Board of Education for review.

IN.3.7 Nothing herein shall prohibit a conference to be called by the administration (at any and all levels) and/or the attachment of additional information.

### IN.4 Association Input

IN.4.1 The Association may provide the District with input relative to:

IN.4.1.1 The District calendar

IN.4.1.2 Evaluation, grievance, and Recommendation/Concern forms

IN.4.1.3 Procedures for filing evaluation materials and access to personnel files

IN.4.1.4 Retirement Incentive Program.

IN.5 Interpretation and Application of this Agreement

IN.5.1 It is the intention of the District to interpret and apply the provisions of the Agreement in a uniform manner giving consideration to the individual needs and problems of the various schools.

IN.5.2 If any unit member has evidence to indicate that the District's intentions are not being carried out, the recommendation/ concern process may be utilized.

IN.6 Retirement Procedures/Qualifications

IN.6.1 To be an eligible candidate, a unit member of the Santa Ana Unified School District must meet the following requirements:

IN.6.1.1 Served the Santa Ana Unified School District for a minimum of ten (10) years.

IN.6.1.1.1 Minimum of three (3) consecutive years as an employee shall be required immediately prior to making application for retirement. (A person on unpaid or paid leave is considered an employee in meeting this requirement.)

IN.6.1.2 Current salary must be equivalent to Class II, Step 10 of the Teacher's Salary Schedule (certificated only).

IN.6.1.3 Attained the age to be eligible to retire under STRS or PERS.

IN.6.1.4 Agree to retire under the STRS or PERS. The withdrawal of retirement funds is not considered retirement. Termination of retirement in order to return to work under STRS or PERS shall terminate this benefit.

IN.6.1.5 Performance has been satisfactory in last 12 months and not subject to disciplinary action.

IN.6.1.6 If an employee begins receiving STRS/PERS disability benefits on or after March 1, 1995 and meets the eligibility requirements of AR 4117.15/4217.15/4317.15, Retirement Procedures/Qualifications, with the exception of section 2.3 (age eligibility), he/she shall be

considered eligible for benefits. If the employee later returns to employment, future eligibility under the program will be reduced by the amount of benefits allocated while in the disability status.

IN.6.2 Any eligible employee shall benefit as follows:

IN.6.2.1 The retiring employee shall receive no compensation, nor is service expected.

IN.6.2.2 The benefits provided during retirement will be the same as provided to active employees at that same time (excluding life insurance) (i.e., benefits provided retirees on May 3, 2002 shall be the same benefits provided active employees on May 3, 2002).

IN.6.2.2.1 Medical and Dental Benefits Provided.

Years of Santa Ana Service	Year of Coverage
10	8
15	9
20	10
25	11
30	12
35	13

IN.6.2.2.2 Coverage shall terminate at the end of the number of years of coverage indicated above or at age 70, whichever comes first.

IN.6.2.2.3 Any charges made to active employees will also be made to retirees unless otherwise negotiated.

IN.6.2.2.4 The benefits provided by the District shall be supplemental to any other medical benefits received by the retiree.

IN.6.2.2.5 Retirees eligible for Medicare benefits from their employment or through their spouse's employment are required to enroll at age 65 in the Medicare Program, both hospitalization (Part A) and medical (Part B) at employee's expense in order to qualify or continue qualification. Such coverage will be primary, with District benefits being secondary.

IN.6.2.2.6 Retirees who enroll in a Health Maintenance Organization (HMO) senior plan, wherein they assign their Medicare eligibility to the HMO, will only be eligible for dental benefits during such enrollment. Re-enrollment in the Group Health Plan will be subject to restrictions for pre-existing conditions.

IN.6.2.3 After the coverage in IN.6.2.2 is completed, the retiree may continue the benefits by paying the District the prevailing premium costs in four (4) equal payments each year.

IN.6.3 Procedure

IN.6.3.1 Any employee who chooses to be a candidate shall:

IN.6.3.1.1 Deliver completed retirement application and letter of resignation to the Human Resources Office.

IN.6.3.1.2 Produce proof of retirement intent (application to STRS or PERS).

IN.6.3.1.3 Provide the District annually with written affirmation of intent to continue under the program by completing, signing and returning District mailed forms.

IN.6.3.2 The Associate Superintendent, Human Resources, shall:

IN.6.3.2.1 Determine that the applicant meets requirements stated above.

IN.6.3.2.2 Process the contract and accept the resignation for reasons of retirement.

IN.7 Grievance Procedure Title IX - Sex Discrimination

IN.7.1 The negotiated Agreement between the Santa Ana Unified School District and the Santa Ana Educators Association contains a grievance procedure which shall be used for purposes of Title IX - Sex Discrimination. (See Article VI of the Agreement with the Santa Ana Educators Association.)

IN.7.2 When students or parents have an alleged grievance concerning Title IX, the grievance shall be made orally or informally to the employee of the District who the grievant feels has been in violation of Title IX.

IN.7.3 The student and/or parent is to follow the procedure outlined after the oral or informal grievance is made to the employee. This includes all the levels and general provisions as stated in the procedure except that the words "student and/or parent" shall be used instead of "unit member."

IN.7.4 Level IV (Article VI, Section 6.10) will be excluded from this procedure.

IN.7.5 The Title IX Coordinator will monitor all proceedings regarding Title IX questions.

IN.7.6 Forms are available at each school site.

IN.8 Student Conduct/Teacher Responsibility (Education Code, Section 44807)

IN.8.1 Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise.

but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Education Code Section 49000.

## **Memorandum of Understanding**

between the

**Santa Ana Unified School District**

and the

SANTA ANA EDUCATORS ASSOCIATION

February 26, 2004

### **EFFECT OF COLLECTIVE BARGAINING AGREEMENT**

**All revisions to the Collective Bargaining Agreement for 2003-2004 will take effect on July 1, 2004 with the exception of the change in work year with salary schedule adjustments.**

## **Memorandum of Understanding**

between the

**Santa Ana Unified School District**

and the

SANTA ANA EDUCATORS ASSOCIATION

February 26, 2004

### **Retirement Incentive**

**Subject to SAUSD Board of Trustees approval, a retirement incentive program will be offered by SAUSD to qualifying retirees. Unit members availing**

themselves of this incentive program shall submit their intent to retire no later than March 20, 2004 to the SAUSD Department of Human Resources. Retirement must commence no later than June 30, 2004. The District reserves the right to extend the retirement commencement date on a case-by-case basis. In addition, the District reserves their right to offer a paid "moving" day for unit members electing to retire on or before June 30, 2004.

## **Memorandum of Understanding**

between the

**Santa Ana Unified School District**

and the

SANTA ANA EDUCATORS ASSOCIATION

February 27, 2004

### **HEALTH AND WELFARE BENEFITS**

The District and the Association hereby instruct the District-Association Benefits Committee to work with the health benefits consultant to develop a cost containment plan that includes office visit co-payments of no less than \$10 and not more than \$20 and prescription co-payments of approximately \$6 for generics and \$12 for brand names.

The Benefits Committee shall work with the health benefits consultant to find ways to contain costs in areas other than those mentioned above. They shall make recommendations to negotiations representatives of all parties for action on cost savings. Modifications to Article VX: Health and Welfare Benefits of the Collective Bargaining Agreement between the SAUSD and the SAEA shall be made through the negotiations process between the SAUSD and the SAEA.



