

# 2013-2016

## Collective Bargaining Agreement (CBA)

Between the



## Santa Ana Unified School District (SAUSD)

and the



## Santa Ana Educators' Association (SAEA)

SAEA/SAUSD AGREEMENT  
2013-2016 SCHOOL YEAR

**SAEA/SAUSD AGREEMENT  
2013-16 SCHOOL YEAR**

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AGREEMENT  
BETWEEN THE  
SANTA ANA EDUCATORS' ASSOCIATION/CTA/NEA  
AND THE  
SANTA ANA UNIFIED SCHOOL DISTRICT



SANTA ANA UNIFIED  
SCHOOL DISTRICT



SANTA ANA EDUCATORS'  
ASSOCIATION/CTA/NEA

A handwritten signature in blue ink, reading "Mark A. McKinney".

Mark A. McKinney  
Associate Superintendent  
Human Resources  
Santa Ana Unified School District

A handwritten signature in blue ink, reading "Susan Mercer".

Susan Mercer  
President  
Santa Ana Educators' Association



## TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	DURATION	1
ARTICLE II	RECOGNITION	2
ARTICLE III	DEFINITIONS	3
ARTICLE IV	ASSOCIATION RIGHTS	4
ARTICLE V	EVALUATION PROCEDURES	9
ARTICLE VI	GRIEVANCE PROCEDURES	16
ARTICLE VII	WAGES AND WAGE PROVISIONS	22
ARTICLE VIII	HOURS OF WORK	39
ARTICLE IX	CLASS SIZE	48
ARTICLE X	ABSENCES/LEAVES	51
ARTICLE XI	TRANSFER/REASSIGNMENT PROVISIONS	66
ARTICLE XII	SAFETY CONDITIONS	73
ARTICLE XIII	PROVISIONS RESERVED TO THE GOVERNING BOARD	79
ARTICLE XIV	DISCIPLINE	83
ARTICLE XV	EMPLOYEE BENEFITS	84
ARTICLE XVI	SUMMER SCHOOL	91
ARTICLE XVII	WORK STOPPAGE	94
ARTICLE XVIII	CONCERNS/COMPLAINTS AGAINST UNIT MEMBER	95
ARTICLE XIX	PERSONNEL FILE	97
ARTICLE XX	PEER ASSISTANCE AND REVIEW (PAR)	98
ARTICLE XXI	CONTRACT WAIVER	106
ARTICLE XXII	MISCELLANEOUS PROVISIONS	107
ARTICLE XXIII	RETIRED TEACHERS	109
ARTICLE XXIV	YEAR-ROUND SCHOOLS	110

ARTICLE XXV	BEGINNING TEACHER INCENTIVE FUNDING	111
ARTICLE XXVI	SPECIAL SERVICES	113
APPENDIX A	SCHEDULE OF SALARIES FOR TEACHERS	115
APPENDIX B	PSYCHOLOGIST SALARY SCHEDULE	117
APPENDIX C	SITE CONTRACT WAIVER PROPOSAL FORM	118
APPENDIX D	1-EVALUATION PLAN	119
	2-OBSERVATION/EVALUATION FORM	120
	3-EVALUATION FORM	123
	4-TASK-ORIENTED EVALUATION PLAN	125
	5-TASK-ORIENTED EVALUATION FORM	126
APPENDIX E	1-GRIEVANCE FORM	127
	2-GRIEVANCE RESPONSE FORM	128
APPENDIX F	SUMMARY OF BENEFITS PLAN DESCRIPTION	129
APPENDIX G	RETIREE BENEFITS AGREEMENT	130
INFORMATION		132

**MEMORANDA OF UNDERSTANDING**

Elementary Class Size	140
Intermediate Class Size	141
High School Class Size	142
AVID Stipend for K-8	144
Kinder Instructional Minutes	145

## ARTICLE I

### 1.0 DURATION

- 1.1 This Collective Bargaining Agreement (CBA) is made and entered into this 27th day of May, 2014 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 three (3) years commencing July 1, 2013 and terminating June 30, 2016. This Agreement shall be entered into upon ratification by the Association and the District.
- 1.3 Both parties agree that during the term of this Agreement, either party may demand bargaining pertaining to State or Federal legislation.
- 1.4 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.
- 1.5 Upon ratification of the 2013 – 2016 Collective Bargaining Agreement (CBA), but no later than October 1, 2014, each party shall present proposals for re-openers on Article VII: Wages and Wage Provisions and Article XV: Benefits for 2015 – 2016; in addition, each party may re-open two (2) other articles.
- 1.6 No later than May 31, 2016 each party shall present proposals for a successor agreement.

ARTICLE II

2.0 RECOGNITION

2.1 The District recognizes the Santa Ana Educators' Association as the exclusive representative as defined in Section 3540.1 (e) of the Government Code. The exclusive representation shall represent the unit of employees as described below:

2.1.1 Included: (Also includes unit members on teacher salary schedule under contract)

- Bilingual Resource Teachers\*
- Classroom Teachers
- Counselors\*
- District Curriculum Specialists\*
- Early Start Teachers
- Interns/Pre-Intern Teachers
- Home Teachers (receiving benefits)
- Librarians\*
- Literacy Coach\*
- Media Specialists\*
- Itinerate Teachers
- Nurses\*
- Outreach Consultants\*
- Program Specialists\*
- Project Assistants\*
- Project Coordinators\*
- Psychologists\*
- Resource Teachers\*
- ROP Teachers
- Safety Net Teachers\*
- Special Education Teachers
- Speech/Language Specialists
- Summer School Teachers
- Teacher on Special Assignment (TOSA)\*
- Temporary Teachers
- Title I Resource Teachers\*

\* Indicates a Task-Oriented Position

2.1.2 Excluded: All other hourly employees, all substitutes, supervisory, confidential, and/or management employees including, but not limited to those positions requiring a California Administrative Services Credential.

2.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of Article VI.



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 services in accordance with the hours of work stipulated herein.
- 3.3 “Instructional Day:” – The actual time spent instructing students.
- 3.4 “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.
- 3.5 ”Standard(s):” – When used with a Capital “S” shall refer to the California Standards for the Teaching Profession (CSTP).
- 3.6 “Daily Rate of Pay:” – Determined by dividing the annual contract salary by the number of duty days.
- 3.7 “Hourly Rate of Pay:” – Determined by multiplying the annual contract salary (class/step and stipend(s)) by .000905 (Factor E - 7.6.8-A).
- 3.8 Personal pronouns herein are for language convenience and do not reflect gender.
- 3.9 Whenever there is a reference in the Agreement to Division Superintendent, it means the appropriate superintendent in charge of the following divisions:
  - Business
  - Curriculum and Instruction
  - Facilities
  - Human Resources
  - Operations
  - Personnel
- 3.10 For purposes of defining full-time for the Academic Performance Index (API), full-time shall be in accordance with the Collective Bargaining Agreement (CBA).
- 3.11 “Extended Day Teacher” – A teacher who teaches an additional class period beyond the number of class periods required in a “regular” teacher’s schedule at that school’s site.

## 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 notice of activities and matters of concern originate with CTA or NEA, a cover letters 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 material on the designated bulletin board(s) and/or placing of election materials in the 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.
- A. Email, faxes, and other electronic devices may not be utilized to encourage or condone illegal activities.
- B. Email may be used by unit members outside times of active instruction such as before and after school and during duty free lunches.
- C. Association shall have the right to sign and process all grievances without the presence of the unit member on whose behalf the grievance is processed.
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 Tuesday 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 one hundred (100) days of release time at no loss of salary or other benefits, with the cost of the substitute borne by the Association. No individual unit member shall be released for such purposes more than twenty (20) days in any one school year. Release time that mutually benefits both the Association and the District (i.e. H.B.A., Member Representation, Special Education Task Force, P.A.R., Catastrophic Leave Bank, [H.E.L.P.], Interview Panels, etc.) shall not count toward the one hundred (100) days.
- 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.
- A. 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 receipt of District invoice, 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 SAEA shall continue to be a full-time release position.
- 4.6.2 Any release time requested by the Association for a unit member in excess of the release time provided in sections 4.6 and 4.6.1 above shall be provided in accordance with Education Code Section 44987. The per diem cost will be billed to the respective organization.

- 4.7 A unit member may be allowed to obtain representation in all interviews concerning terms and conditions within the contract and shall be allowed to obtain representation in any matter which the unit 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.
- A. 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 teaching 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:
- A. Foundation to Assist California Teachers
  - B. Olive Crest
  - C. Martin Luther King, Jr. Memorial Scholarship Fund
  - D. Cesar Chavez Memorial Scholarship Fund
  - E. Kindercaminata
  - F. House Ear Clinic, Inc.
  - G. 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 legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to 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

### 5.0 EVALUATION PROCEDURES

#### 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 Evaluation Plan (Appendix D) for the ensuing year. Within fifteen (15) duty days following the submission, the unit member and evaluator shall meet and agree on those Standards that shall be applied for evaluation purposes. The evaluation procedure shall be discussed in this meeting unless previously discussed individually or presented at a staff/faculty meeting.

A. The evaluation of all non-permanent teachers shall follow the BTSA requirements by being evaluated on the first five (5) Standards and one (1) element of Standard Six (6).

B. Every evaluation year: the evaluation of permanent unit members shall be based on three (3) of the Standards (one of which must be Standard 1, 3, or 4) and one element of Standard 6: *Develops as a Professional Educator*.

C. Permanent unit members may voluntarily agree to be evaluated on the first five (5) Standards and two (2) Elements of Standard Six (6): *Develops as a Professional Educator*. A list of unit members who volunteer under this Article shall be provided by October 31<sup>st</sup> of each year to the SAEA office. Should the SAEA President suspect irregularities in the voluntary nature of the process, the President of the Association or designee and the Associate Superintendent of the Human Resources or designee will meet within 5 days to resolve the issue.

D. Task-Oriented unit members shall submit the Task-Oriented Evaluation Plan (Appendix D). The task-oriented unit member and the evaluator shall meet and agree upon three (3) objectives based upon the unit member's job description and/or the professional standards for that unit member's area of specialty.

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 "Below Standard".

A. 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.

B. 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.

C. All non-permanent unit members shall be formally evaluated in writing no more than twice annually.

D. 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 44664.

E. Permanent unit members with at least ten (10) years of District service who meet the following criteria:

1. are highly qualified (pursuant to ESEA/NCLB);
2. at the 5.1.1 meeting, voluntarily choose to be evaluated on the first five (5) Standards for the Teaching Profession plus two (2) elements of Standard 6: *Develops as a Professional Educator*;
3. voluntarily choose to have an unscheduled classroom evaluation;
4. meets standards in all areas;

shall be evaluated every five (5) years, per Ed. Code 44664. The unit member or evaluator shall be permitted to rescind this voluntary agreement and return to the evaluation process outlined in CBA Articles 5.1.1 through 5.1.2-D prior to November 30<sup>th</sup> of that school year.

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

G. No reprisals of any kind shall be taken by any party, nor anything construed, regarding teachers who do or do not volunteer under this section or 5.1.1-C.

H. Permanent Task-Oriented unit members with at least ten (10) years of District service who meet standards in three (3) objective areas may be evaluated every five (5) years, per Ed. Code 44664. The Task-Oriented unit member or evaluator shall be permitted to rescind this voluntary agreement and return to the evaluation



process outlined in the CBA Article 5.1.1 D prior to November 30<sup>th</sup> of that school year.

5.1.3 The unit member being evaluated and the evaluator shall select observation times, dates, conferences, and final evaluation dates. Task-Oriented unit members being evaluated and the evaluator shall select mutually agreed upon meeting dates and times to review progress toward agreed upon objectives in the evaluation plan.

A. 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 their request. Reasons for denial shall not be arbitrary or capricious.

5.1.5 Portfolio assessment of students may become a part of a 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.

A. Prior to an observation, the unit member and the designated evaluator shall review the Standards and elements to be observed.

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

C. Formal classroom observations shall last for at least fifteen (15) minutes and no more the sixty (60) minutes.

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

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 member shall be observed on that Standard a third time.

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) 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.

A. The progress towards achieving the selected element(s) 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:

A. Specific written recommendations for improvement;

B. District assistance to implement such recommendations;

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

D. Techniques to measure improvement;

E. A time schedule to monitor progress;

F. 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 by site administrators at their assigned schools and/or District Office administrators visiting school sites and visiting classrooms with the site Principal and/or the Principal's designee.

Areas of concern may be brought to a unit member's attention by their designated evaluator/site administrator.

- 5.3.2 Walk-Throughs including Off-Site/Outside Agency Groups (groups of administrators from other school sites, staff members from other school sites and/or outside consultants).
- A. Walk-Throughs shall only be conducted with teachers who volunteer to participate in the process.
  - B. Site administrators shall inform teachers of the upcoming walk-throughs and teachers shall be given the opportunity to volunteer if they wish to participate.
  - C. If any forms and/or rubrics are to be completed by the walk-through visitors, the teacher's name and/or classroom number shall not be identified.
  - D. No pictures and/or videos shall be taken during these walk-throughs without the expressed permission of the classroom teacher.
  - E. Walk-Throughs shall be done in such a way as to minimize classroom disruptions and shall normally not exceed 5 – 10 minutes.
  - F. Data collected by Off-Site/Outside Agency Group Walk-Throughs shall not be used for teacher evaluation.
  - G. 5.3.2 shall not apply to State/Federal mandated reviews (i.e. WASC Accreditation).

#### 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-A through 5.2.1-C and 5.2.3-E.
- 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(s) of Standard 6 when applicable as agreed upon in the post observation conference (5.2.2-A). 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.
- A. In preparing the Evaluation Form for placement in a Task-Oriented unit member's personnel file, the evaluator shall rely primarily upon observations of,

and evidence collected by, the Task-Oriented unit member. Any deficiencies that may have been brought to the attention of the Task-Oriented unit member and subsequently corrected shall not be included in the final evaluation. Commendations for growth demonstrated by the Task-Oriented unit member shall 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.

A. By mutual agreement the Association and the District shall convene an Evaluation Forms Committee to review, update, and modify evaluation forms in the Appendix of this Agreement.

1. The committee shall have an equal representation (1:1) of members from the Association and the District.
2. The committee's work will be limited to making recommendations regarding evaluation forms limited to the scope of Article V, Evaluation.
3. Any forms created and approved by the Evaluation Forms Committee related to this Article will need approval through a Memorandum of Understanding prior to being added to the Appendix and used in the evaluation process outlined in this article.

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 formal classroom observations shall be utilized in a formal observation or evaluation. Task-Oriented unit members are exempt from this provision. Disciplinary memos/notes/actions shall not be used in the Evaluation Form or process except for actions related to the element(s) 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 in-serviced at least once a year in the California Standards of 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 Resource, 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.

A. 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 with ten (10) duty days following the oral conference or oral response. The grievance shall set forth specifically the item contained with 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.

A. 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.

A. 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 the Associate Superintendent, Human Resources. The original grievance form shall be returned to the grievant.

A. 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.

A. 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 the 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.

A. 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 the Level II, the grievant may appeal the decision in writing to the Superintendent of Schools or designee within (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 Level Four (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 the 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.
- A. 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:
- A. 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:

A. 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.

B. 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.

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

D. 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.

E. 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.

F. 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, through District mail system, or electronically.
- 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 the 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.
- A. Under unusual circumstances and/or when necessary to adhere to time lines within this Agreement, instructional time may be granted.
- 6.11.10 Pre-grievance Roundtable Meetings shall be held twice a month with two (2) representatives from the Association (one of which will be the SAEA Contract Maintenance Officer/Grievance Chair or SAEA President designee) and two (2) representatives from the District (one of which will be the Associate Superintendent of Human Resources or designee). The meetings will focus on working collaboratively to resolve and prevent grievances.

## ARTICLE VII

### 7.0 WAGE AND WAGE PROVISIONS

#### 7.1 Column Movement

##### 7.1.1 Acceptable Units/Degrees

- A. 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 School and Colleges or an accrediting agency of similar status.
- B. Units taken prior to the date of this agreement must meet the requirements in effect at that time.
- C. A grade of “C,” “pass,” or “credit” or better must be earned for a unit to be acceptable.
- D. Units refer to semester units. Quarter units are converted by multiplying by 2/3.

##### 7.1.2 Approval of Units

- A. 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.
- B. Credit will be given for units taken to qualify for a credential or certificate outside of the present assignment with advance approval of the Associate Superintendent, Human Resources or designee.
- C. 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 a course description (copy from college catalog or flyer) attached.
- D. “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 methodology courses,

computer classroom application courses, and courses related to school social problems.

- E. Master's or Doctorate degrees must be meaningfully related to the field of education to qualify for salary schedule placement.

7.1.3 Acceptable In-service – In-service which is approved by the District for credit shall be credited as follows:

- A. One unit of 15-18 hours of classroom instruction.
- B. One-half unit for 8-14 hours of classroom instruction.
- C. No credit shall be given for less than eight (8) hours of classroom instruction unless approved by the Superintendent or designee.
- D. Special education and support staff who complete the specialized SB1969 training shall be eligible for and receive (3) semester units. These units can be used for column movement as provided in section 7.1.

7.1.4 Continuing Education Units – CEU earned by nurses after July 11, 1986, will be accepted if required for renewal or maintenance of the California State Nursing License. CEU earned by Speech/Language Specialists after July 19, 1994, will be accepted if prior approval is granted by their administrator and Human Resources.

7.1.5 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.

7.1.6 Procedure for Column Change

- A. Column change will be effective (no retroactivity) the first of the month following receipt in Human Resources of:
  - 1. Application form for column change
  - 2. Official transcript bearing seal and signature of registrar
  - 3. Course approval forms where required
  - 4. Verification under 7.1.2-A or 7.1.2-B where required

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

- B. Column change which is effective August 1 or September 1 will be deemed effective July 1 for applicability to unit members on year-round schedules. All other effective dates will be as indicated in 7.1.6-A and

unit members will be paid for the days worked at the respective salary levels.

- C. Column IV Entry: Unit members seeking to change columns upon receipt of a Master's/Doctorate degree may do so effective the first month following the receipt by the District or official written verification of the completion of all work required for conferral of the Master's/Doctorate degree.

7.1.7 If a unit member has reached the end of a salary column and remains there one year or more, then reclassifies during the year, step increase(s) will be granted when the reclassification takes place.

## 7.2 Step Movement

7.2.1 Unit members become eligible for annual step movement upon having served seventy-five percent (75%) of the duty days in the school year in the regular assignment.

7.2.2 Step, column, and longevity advancement for qualified unit members shall be implemented for the duration of the Agreement.

7.2.3 Effective July 1, 2007, credit for initial salary placement shall be granted on a year-for-year basis for comparable teaching, nursing, psychology, and speech and language pathology experience. The maximum credit allowable shall be 15 years.

7.3 Longevity – Unit members may advance to steps sixteen (16), twenty-one (21), and twenty-six (26) under the following conditions:

7.3.1 For step 16, unit members shall have rendered fifteen (15) years of credited service to the District and be qualified for Class IV.

7.3.2 For step 21, unit members shall have rendered twenty (20) years of credited service to the District and qualified for Class IV.

7.3.3 For step 26, unit members shall have rendered twenty-five (25) years of credited service to the District and be qualified for Class IV.

7.3.4 Beginning in 2013 – 2014, the psychologists' salary schedule shall be modified to include Step 21. In addition, Step 11 is reached during year eleven (11) of eligible service, Step 16 is reached during year sixteen (16) of eligible service, and Step 21 is reached during year twenty-one (21) of eligible service.

#### 7.4 Salary Credit Review Committee

7.4.1 The Salary Credit Review Committee shall review unusual circumstances not covered by the provisions contained in this article. Unit members may make application for review with rationale to the Committee through the Office of Human Resources.

7.4.2 The Committee shall be composed of three members appointed by the Association and two management members appointed by the Superintendent. The Committee shall elect a chairperson at its first meeting.

7.4.3 The Committee's written recommendation and rationale shall be forwarded to the Superintendent's Cabinet via the Associate Superintendent, Human Resources with a copy sent to the unit member.

7.4.4 The written decision of the Cabinet shall be sent to the unit member and to the chairperson of the Committee.

#### 7.5 Regular Salary Schedule

7.5.1 The 2013 – 2014 teachers' and psychologists' salary schedules shall be increased by 4% (retroactive to January 1, 2014) from the 2012 – 2013 salary schedules. The 2014 – 2015 teachers' and psychologists' salary schedules shall be increased by 2% from the 2013 – 2014 salary schedules beginning July 1, 2014.

7.5.2 The teachers' work year calendar shall be 185.5 days (180 instructional days, 3 duty days, 2.5 professional development days) and psychologists' work year calendar shall be 188 days.

7.5.3 Salary schedule shall reflect Class I (credential); Class II (BA + 24 units); Class III (BA + 45 units); and Class IV (Master/\*Doctorate). \*Doctorate receives an additional 1% of their step and column. (Appendix A attached)

7.5.4 An ROP Salary Study Committee shall be convened with the purpose of creating a salary schedule for ROP teachers which will be incorporated into this Agreement if ratified. The Committee will consist of four (4) members appointed by the Association and four (4) members appointed by the District.

7.5.5 Part-Time Employment – Unit members employed on a part-time basis shall be paid in accordance with Education Code 45025.

7.5.6 Extended Work Year – Unit members whose regular assignment is extended beyond their normal work year shall be paid for the additional days at their regular daily rate and shall be credited with additional sick leave as indicated in 8.1.5.

7.6 Extra Service Assignments

7.6.1 Unless otherwise set forth, Extra Service Assignments shall be remunerated based on the product of the assigned factor times Class II, Step 5 of the regular salary schedule. All remuneration which is based on a percentage of a salary schedule step will be rounded off to the nearest dollar, except for the Hourly Rate Factors of 7.6.8.

A. Any unit members who volunteer to teach beyond the number of class periods required in a “regular” teacher’s schedule at their assigned school site shall be compensated as follows:

1. Unit members who are assigned to secondary positions shall receive a percentage equal to that of the extra class period(s) taught (6<sup>th</sup> period = 1/6; 7<sup>th</sup> period = 1/7; 8<sup>th</sup> period = 1/8) of the unit member’s contract salary and shall receive that rate of pay for all authorized paid absences.
2. Unit members who volunteer to teach an extra period shall receive two (2) days additional accumulative sick leave days per year or a pro-rata thereof.

7.6.2 Any and all remuneration is based upon service beyond the unit member’s duty day.

A. All remuneration for extra-service assignments shall be paid twice a year if a full-time assignment or at the end of the activity if less than a full year except for department chairpersons, bilingual stipends, and athletic directors, who shall be paid monthly as a part of their contract salary.

7.6.3 Department Chairperson (basis of Class II, Step 5)

A. Department Chairpersons shall be remunerated based upon the number of classes with their departments, and the group to which they are assigned, as set forth below:

FACTOR D (unless otherwise noted)	INTERMEDIATE SCHOOL	COMPREHENSIVE HIGH SCHOOL	ALTERNATIVE HIGH SCHOOL
	ART	ART	MAXIMUM 4 DEPT. CHAIRS PER UNIT MEMBER
	AVID	AVID	
	BUSINESS	BUSINESS	
		DRIVER ED.	
	ENGLISH	ENGLISH	
	ELD/BILINGUAL	ELD/BILINGUAL	
		FOREIGN LANG.	
	HOME ECON.	HOME ECON.	
	MATHEMATICS	MATHEMATICS	
	MUSIC	MUSIC	



	PHYS. ED.	PHYS. ED.	
	READING	READING	
	SCIENCE	SCIENCE	
	SOC. STUDIES	SOC. STUDIES	
	SPECIAL ED.	SPECIAL ED.	

Number of Classes	Factor A	Factor B	Factor C	Factor D	Factor E	Factor F
1-6	.010	.010	.010	.010	.010	.010
7-20	.020	.030	.035	.040	.045	.050
21-35	.030	.035	.040	.045	.050	.055
36-50	.035	.040	.045	.050	.055	.060
51-75	.040	.045	.050	.055	.060	.060
76 plus	.045	.050	.055	.060	.060	.060

1. High school librarians shall be given stipends at the 1-6 level.

B. Effective July 1, 2009, the principal shall designate a Lead Counselor at each Secondary School (excluding alternative education schools). A job description for the Lead Counselor shall be implemented by June 30, 2009.

1. Lead counselors at the high schools shall receive a \$2,000 annual stipend.
2. Lead counselors at the intermediate schools shall receive a \$1,000 annual stipend.

7.6.4 Athletics

A. Intramurals

1. Intramural coaches will receive a weekly compensation based upon three percent (3%) of Class III, Step 7 at the intermediate level and Class III, Step 8 at the high school level divided by 11.
  - a. Intramural coaches at alternative sites shall receive compensation based on three percent (3%) of Class III, Step 8, and shall be excluded from provisions in 7.6.4-A-2 below.
2. If there are more than fifty (50) participants in any intramural program, an additional coach may be added. Should the number of participants drop below fifty-one (51) at any time prior to three (3) weeks before the close of the season, the assignment shall be terminated and the compensation prorated accordingly.

B. Intermediate Athletics (basis Class III, Step 7)

1. The rate of weekly compensation for intermediate coaches listed below will be determined by dividing the appropriate percent of Class III, Step 7 of the salary schedule by 11. All coaches will be paid for the recognized length of the season of the sport coached.
2. Three (3) or more days of practice/competition per week during spring or winter recess will be considered as one (1) week.
3. District Sports Scheduler – three percent (3%) per semester.
4. School Athletic Director – two percent (2%) per year, each (effective July 1, 1988).
5. Coaches

Boys Sports	Girls Sports
Baseball	Softball
Head Varsity – 5%	Head Varsity – 5%
Head JV – 5%	Head JV – 5%
Asst Coach – 4%	Asst Coach – 4%
Basketball	Basketball
Head Varsity – 5%	Head Varsity – 5%
Head JV – 5%	Head JV – 5%
Track	Track
Head Varsity – 5%	Head Varsity – 5%
Head JV – 4%	Head JV – 4%
*Additional Asst– 4%	*Additional Asst– 4%
Flag Football	Volleyball
Head Varsity – 5%	Head Varsity – 5%
Head JV – 5%	Head JV – 5%
Asst Coach – 4%	
Soccer	Tennis (Co-Ed)
Head Varsity – 5%	Head Coach – 5%
Head JV – 5%	
Asst Coach – 4%	
Cross Country	
Head Coach – 5%	
Asst Coach – 4%	

\*Additional assistant coach may be added when the participant-coach ratio goes over 50 to 1.

C. High School Athletics – General

1. The weekly compensation for all high school coaches will be determined by dividing the appropriate percentage of Class III, Step 8 on the salary schedule by 11 (average length of all sports seasons). All

coaches will be paid for the recognized length of the season for the sport coached.

2. Three (3) or more days of practice/competition per week during spring or winter recess will be considered as one (1) week.
3. In CIF playoff competition, a week's pay will be received for each week the season is extended for team coaches in team sports (football, maximum of five) and for the individual coach in individual sports.
4. Coaches assigned to out-of-season practice will receive a maximum for three weeks of their normal weekly rate.
5. The High School Athletic Director, who may coach only one (1) sport each year, shall receive six percent (6%) of Class III, Step 8 per season of sport (fall, winter, spring).
6. The High School Athletic Trainer shall receive six percent (6%) per sport season (fall, winter, spring). The trainer may not be a coach at the same time.
7. A minimum of one (1) coach will be provided for each CIF sport at each level in which the school participates. Additional coaches may be assigned when approved by the Deputy Superintendent or designee.
8. Coaches and Athletic Directors shall be eligible for mileage reimbursement for mileage pre-authorized by the site principal or her/his designee.
9. Each comprehensive high school shall be allocated \$5,000 per site to pay for spring practice coaches in addition to football. School site would have the flexibility to determine which sports would constitute Spring Practice Programs.
10. Each comprehensive high school shall have fifteen (15) coaching periods per semester. Additional coaching periods may be assigned by the principal in consultation with the athletic director based upon student participation and impact upon the master schedule. Coaching periods are only to be provided at a teacher's home school.

11. High School Athletics – (Basis Class III, Step 8)

Badminton	Gymnastics
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%
Baseball	Soccer
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%
Basketball	Softball
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%
*Intramural – 3%	*Intramural – 3%
Cross Country	Swimming
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%
Field Hockey	Tennis
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%
*Intramural – 3%	
Football	Track
Head Coach – 6%	Head Coach – 5%
Asst Coach – 5%	Asst Coach – 4%
Golf	Volleyball
Head Coach – 5%	Head Coach – 5%
	Asst Coach – 4%
	*Intramural – 3%
Water Polo	Wrestling
Head Coach – 5%	Head Coach – 5%
Asst Coach – 4%	Asst Coach – 4%

7.6.5

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

A. Elementary Co-Curriculum Assignments

1. 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)

2. Choir Accompanist----- .02 per year

3. Instrumental Music:
  - one school----- .02 per year
  - two schools----- .03 per year
  - three schools----- .04 per year
  - four schools----- .05 per year
4. 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)
5. Supervision: hourly rate of ----- .000444
6. Elementary Student Government/  
Counselor Advisor----- .006 per year per site

B. Intermediate Co-Curricular Assignments

1. Drama Production----- .02 per year
2. Journalism----- .02 per year
3. Instrumental Music
  - Band----- .01 per year
  - Orchestra----- .01 per year
4. Vocal Music----- .02 per year
5. Yearbook----- .02 per year
6. Pep Squad----- .02 per year
7. Drill Team----- .02 per year
8. Drill Team/Pep Squad----- .03 per year
9. Academic Coaches  
(Basis of Class III, Step 7)----- .05 per year##
10. Student Government Advisor----- .02 per year
11. Tall Flags----- .02 per year
12. Intermediate Pentathlon – Each school shall be allocated \$6,600 annually. Each site, in cooperation with teachers involved, determines distribution of funds.

C. High School Co-Curricular Assignments

1. Drama----- .05 per year
2. Print Journalism----- .04 per year
3. Broadcast Journalism----- .04 per year
4. Print Yearbook----- .04 per year
5. Video Yearbook ----- .04 per year
6. Instrumental Music
  - Band----- .05 per year
  - Orchestra----- .01 per year

- 7. Vocal Music-----0.05 per year
- 8. Forensics-----0.03 per year
- 9. Drill Team-----0.025 per semester\*\*
- 10. Pep Squad-----0.03 per semester#
- 11. Drill Team and Pep Squad-----0.055 per semester
- 12. Academic Coaches  
(Basis of Class III, Step 7)-----0.05 per year per coach##
- 13. Dance Team-----0.025 per semester
- 14. Tall Flags-----0.025 per semester
- 15. Senior Class Advisor  
Comprehensive High School-----0.0145 per year per site  
Alternative/Continuation H.S.-----0.0072 per year per site
- 16. Peer Court-----0.03 per year
- 17. Activities Director -----0.08 per semester

\* The weekly pay for band instructor during CIF play-offs in football or basketball shall equal that determined by 5% factor (same as assistant football coach).

\*\* The weekly pay for Drill Team during CIF play-offs in football or basketball shall equal that determined by 4% factor (same as assistant coach in other sports).

# The weekly pay of Pep Squad for CIF play-offs in football or basketball shall equal that determined by 5% factor (same as assistant coach in football unless the Pep Squad and Drill Team are assigned for the same unit member, then only the larger stipend will be given).

## Kiwanis Bowl, Orange County Academic Decathlon, Model U.N., Mock Trial (one semester), Spelling Bee (one semester), Math Team (one semester).

7.6.6 Extra-Curricular Assignments

A. Compensation for assignments which start one hour after the instructional day for the large majority of unit members on the site shall be in accordance with the following schedule:

- 1. Dance Supervision----- \$22.91 per event\*
- 2. After-game Dance Supervision--- \$17.19 per event\*
- 3. Football Supervision----- \$17.19 per event
- 4. Basketball Supervision or Timekeeper  
(Varsity and JV combined)----- \$22.91 per event
- 5. Basketball Supervision or Timekeeper  
(one game)----- \$17.19 per event
- 6. Rooter Bus Supervision----- \$22.91 per event\*
- 7. Volleyball Supervision  
(Varsity and JV combined)----- \$17.19 per event
- 8. Wrestling Supervision or  
Timekeeper----- \$17.19 per event
- 9. S.A. City Track Meet  
Official----- \$22.91 per day  
Starter----- \$68.66 per day

\*Student Body Account Funds

- B. Unit members shall receive the opportunity to volunteer for extra curricular assignments. If assignments must be made, equity among the staff shall be a goal. The list of both filled/unfilled assignments shall remain posted throughout the school year.

7.6.7 Factors/Stipends (prorated for less than full time)

- A. The following assignments shall receive a factor equal to the stated percentage of each unit member’s salary schedule placement: 8% - Project Coordinator, Audiologist, Music Technician, 4% - Psychometrist.
- B. The following assignments shall receive a stipend equal to 5% of Class II, Step 5: Unit members credentialed and working in areas identified by the District as areas of critical shortage.
  - 1. Effective July 1, 2007, Speech and Language Pathologists shall receive an annual stipend equal to 5% of Class II, Step 5.
- C. District Curriculum Specialists shall receive an annual stipend equal to 7% of Class III, step 7.
- D. Teachers who are assigned to teach classes which meet the qualifications as contained in the “K-12 Program for LEP Students” adopted by the Board of Education on February 9, 1988, shall be compensated at the highest competency level expected and for which they are qualified.

The following stipends will be based on Class II, Step 5 under the qualifications and assignments as contained in the “K-12 Program for LEP Students” adopted by the Board of Education on February 9, 1988, and modified by Memorandum of Understanding between the Association and the District dated 8/12/92 and 7/27/93.

Certification or Authorization	% of Class II, Step 5
BCLAD	5.0%
BCC	5.0%
CLAD	3.0%
LDS	3.0%
SB1969/395 SDAIE	1.7%
SB 1969/395 ELD/SDAIE	1.7%

NOTE: Unit members with LDS Certificate as of April 12, 1988, shall remain at a stipend of \$1,201.75 until the stipend of 3% exceeds that amount. Unit members who were “grandfathered” under the LDS program in 1984 will receive a stipend of 1%.

1. Unit members working in assignments identified by the District as “preferring/requiring” a Bilingual/ELD certification/LEP authorization (BCC, BCLAD, LDS, CLAD, SB 1969/395 SDAIE, or SB 1969/395 ELD/SDAIE) shall receive the appropriate stipend as in section 7.6.7-D above. Other positions eligible for a stipend include resource teachers and other instructional staff who work with LEP students more than 50% for the time and are involved in direct primary language instruction in reading and/or English Language Development (ELD). Also included are support staff such as nurses, counselors, psychologists, speech/language specialists, outreach consultants, bilingual resource teachers, and positions for which a Bilingual/ELD certification or authorization is preferred/required.
  
2. Bilingual/ELD Stipends

Program	Requirement	In-training with a Minimum of the Following
<b>ELEMENTARY</b>		
TBE K-5	BCLAD BCC	CLAD LDS
TLC 3-5	BCLAD* BCC* CLAD	CLAD LDS
Immersion English K-5	CLAD LDS SB 1969/395 ELD/SDAIE	CLAD
<b>SECONDARY</b>		
ELD 6-12	BCLAD BCC CLAD LDS	CLAD
Primary Language Content 6-12**	BCLAD BCC	CLAD SB1969/395 SDAIE
SDAIE Content Class 6-12**	BCLAD BCC CLAD LDS SB1969/395 SDAIE	CLAD BCC
Literacy 6-12	BCLAD BCC	CLAD SB1969/395 ELD/SDAIE



\* 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.

- E. 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.
- F. 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.
- G. Bilingual/ELD stipends will be effective the first month following receipt of written verification of passing the test and following the receipt of verification of submission to the state for appropriate certification.
- H. Unit members hired after the ratification date of the 2007-2008 Collective Bargaining Agreement shall not receive the CLAD stipend.
- I. Unit members hired after the ratification date of the 2007-2008 Collective Bargaining Agreement, and who hold a valid BCLAD Certificate or equivalent as defined in 7.6.7-D-1, shall receive a stipend equal to 2% of Class II, Step 5.
- J. Effective July 1, 2013, AVID Coordinators at the high schools and intermediate schools shall receive an additional annual stipend of \$1,500 added to their stipend listed under 7.6.3.
- K. In the event that the District places a unit member into an Activities Director's position, the unit member shall teach the Associated Student Body (ASB) Leadership class each semester, shall attend ASB Activities, and shall receive one additional activity period in addition to their preparation period within their professional day.

#### 7.6.8 Hourly Rate Factors

- A. Hourly Rate Factors – Hourly rates are established by multiplying the following factor time Class II, Step 5 of the salary schedule:

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

B. Hourly Rates – Home Instruction

- 1<sup>st</sup> & 2<sup>nd</sup> Year-.000687
- 3<sup>rd</sup> & 4<sup>th</sup> Year-.000757
- 5<sup>th</sup> & 6<sup>th</sup> Year-.000827
- 7<sup>th</sup> & add'l yr. .000897

C. Activities and Hourly Rate Factors – The following activities shall receive the hourly rate factors set forth:

- 1. Curriculum Writing/Program Planning----- B
- 2. Staff Development Instructor----- F
- 3. Staff Development Participant----- A
- 4. Auditorium Supervisor----- A
- 5. Saturday Work Program----- A
- 6. ROP Instructor----- D
- 7. Saturday School Program----- C
- 8. Parent Education Instructor----- F
- 9. 10<sup>th</sup> Grade Counseling----- C
- 10. Talent Search Program----- C
- 11. Adult Education----- C
- 12. Test Administration----- C

D. 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.

E. The GATE school site Coordinator shall receive an initial \$1,000 stipend for completing all coordinator responsibilities and additional \$500 stipends for every fifty (50) identified students over the initial fifty (50).

Identified Students	Initial Stipend	Identified Student Stipend	Total Stipend
0 through 50	\$1,000	\$0	\$1,000
51 through 100	\$1,000	\$500	\$1,500
101 through 150	\$1,000	\$1,000	\$2,000

151 through 200	\$1,000	\$1,500	\$2,500
201 through 250	\$1,000	\$2,000	\$3,000
Etc.			

F. 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 2 (two) 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.

In all cases, principals shall first seek volunteers. If no volunteers are available, the principal shall make assignments on a rotational basis.

G. Summer School – Summer School teachers shall be paid at the rate of hourly Factor D for the time of assigned duties on site times (multiplied by) 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 Extended School Year (ESY) shall be paid at the same rate as regular summer school, except as listed under 7.6.8.G1.

1. Beginning in the 2010 – 2011 school year and continuing through the 2014 – 2015 school year the following compensation rates shall be in effect: Teachers placed on the teacher’s salary schedule in Class I as of June 1 preceding the assignment shall be paid an hourly rate Factor C (.000765 multiplied by Class II, Step 5 of the salary schedule); Teachers placed on the teacher’s salary schedule in Class II as of June 1 preceding the assignment shall be paid an hourly rate Factor D (.000833 multiplied by Class II, Step 5 of the salary schedule); Teachers placed on the teacher’s salary schedule in Class III as of June 1 preceding the assignment shall be paid an hourly rate Factor E (.000905 multiplied by Class II, Step 5 of the salary schedule); Teachers placed on the teacher’s salary schedule in Class IV as of June 1 preceding the assignment shall be paid an hourly rate Factor F (.000975 multiplied by Class II, Step 5 of the salary schedule). Beginning the 2015 – 2016 school year, summer school wages shall return to the levels listed under article 7.6.8.G of the 2008 – 2010 CBA.

Class Placement on Teacher's Salary Schedule	CLASS I	CLASS II	CLASS III	CLASS IV
Hourly Summer School Pay Rate	Factor C \$40.400	Factor D \$43.992	Factor E \$47.794	Factor F \$51.491

(The amounts above are used to illustrate what the hourly rate of pay would be based on the present salary schedule contained in the 2008 – 2010 CBA.)

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

7.6.9 Non-SAUSD funded classes (SAC Bridge, Think Together, etc.) shall generally take place outside of "normal" school hours. If non-SAUSD funded classes (SAC Bridge, Think Together, etc.) are offered during normal school hours during the traditional school year, the unit member shall receive the Extended Day rate.

## ARTICLE VIII

### 8.0 HOURS OF WORK

#### 8.1 Work Year

8.1.1 All unit members shall render 180 student instructional days of service, in addition to three (3) duty days and two and one-half (2.5) mandatory professional development days. 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 a one-week summer recess.

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

1. Psychologists – 188 days (flexible duty schedule between July 1-June 30, as agreed between the unit member and his/her supervisor)
2. High School Counselors and High School Nurses – 201 Days
3. Intermediate and Continuation School Counselors/Intermediate School Nurses/High School and Intermediate Librarians – 191days
4. High School Program Specialists – 196 days
5. District Librarian – 12 month position for a total of 224 days
6. Three (3) days must be utilized as regular work days or professional development days as arranged between the unit member and his/her principal/supervisor (applies to 8.1.1-A-2 through 8.1.1-A-5)
7. Intermediate and High School Community Day Teachers – 224 days
8. Curriculum Specialist – 200 days (11-month employee paid on a 12 month pay cycle with a flexible duty schedule between July 1 – June 30, as agreed between the unit member and his/her supervisor)
9. 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.
10. 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.

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

8.1.3 Change of Calendar

A. 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:

1. Representatives of all unit members at a site and the administration shall analyze the impact of the proposed changes and develop written pros and cons.
2. All unit members shall be presented the analysis and the pros and cons and given an opportunity to discuss and offer input.
3. A secret ballot (prepared by the District and the Association) vote shall be conducted among employees at a site.
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.
5. If the Cabinet approves the site request to change the calendar, it shall be recommended to the Board for approval.
6. 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 Joint-Calendar Committee. 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 Extended	Sick Leave 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 (listed In the chart below by level) shall be used as provided for in 8.2.3.B and 8.2.3.E and 8.2.3 F, and any minutes not used for these purposes shall be automatically used for instruction:

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

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, and back-to-school night), with the stipulations listed below:

- A. 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).
- B. Unit members teaching High School shall be required to attend staff meetings, faculty meetings, department meetings, site functions, and other administratively-called meeting no more than two hours per month, excluding minimum day at waived schools. This limitation does not include staff development, in-services, 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.

- C. No administratively-called meetings shall take place either voluntarily or involuntarily on Tuesdays.
- D. 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.
- E. Elementary and Intermediate schools shall have one modified day per week which shall be used for staff/faculty meetings, department meetings, grade level meetings, collaboration, professional learning communities, staff development activities, in-services, and curriculum meetings. Two (2) meetings per month shall be administratively driven, and shall be limited to no more than one (1) hour per meeting. The remaining collaboration meetings shall be directed by classroom teachers, and shall be limited to no more than one (1) hour per meeting. Staff development, in-services, curriculum meetings, or other called meetings in addition to those listed above shall be paid at their appropriate factors as listed in Article VII of this CBA.
  - 1. Agendas for all collaboration meetings shall be developed through a committee comprised of administrators and classroom teachers using a three (3) teachers to one (1) administrator ratio. The committee shall include an elected SAEA representative or designee appointed by the SAEA President.
  - 2. Establishment of the number of modified days and the day of the week and calculation of flex minutes to be used for instruction and non-instruction shall be agreed upon by SAEA and the District no later than May 30th of each year.
  - 3. No meetings shall take place during the weeks of Parent Conferences, Back to School Night, or Open House Night.
- F. Kinder Equity Model
  - 1. Four days per week (Monday, Tuesday, Thursday, and Friday) shall have 307 minutes of student contact where the teacher is not with all students for greater than 207 minutes. Wednesdays shall have 280 minutes of student contact where the teacher is not with all the enrolled students for greater than 180 minutes. The total annual instructional minutes shall be 36,018.



2. Kinder teachers shall participate in Wednesday modified days which shall be used for staff/faculty meetings, department meetings, grade level meetings, collaboration, professional learning communities, staff development activities, in-services, and/or curriculum meetings. Administratively called meetings on modified Wednesdays shall be limited to no more than an hour per meeting, and be limited to no more than two administratively called meetings per month.
3. Early-bird/Late-bird shall be the default Kinder instructional model. Teachers shall be permitted to utilize the AM/PM instructional Kinder model according to the following criteria:
  - a. Both teachers agree to sign the AM/PM Kinder agreement.
  - b. The AM/PM Kinder agreement is provided to the site administrator prior to the beginning of the school year.
4. Daily physical education instruction shall occur for 20 minutes per day during the instructional time when all students are present.
5. The professional duty day shall begin when the student instructional day begins, and the Kinder teacher's required time at the school facility shall be completed when the Kinder instructional day ends.
6. On regular days, each Kinder teacher shall be provided with a fifteen (15) minute duty-free recess and a minimum of a 30 minute duty-free lunch. On modified days, the duty free recess will be 10 minutes.
7. Each year SAEA and the District will agree upon the bell schedule for regular and modified days.
8. This Kinder Equity Model program shall be reviewed each semester by SAEA and the District.
9. The daily schedule may be modified by joint agreement between site administration, Kinder teachers at the site, and SAEA if the following applies:
  - a. Site has bussing schedules.
  - b. Site does not provide lunch to Kinder students.

c. Site has insufficient classrooms for the Early/Late-bird model.

d. On modified days only, the difference between the end of school day for Kinder and Grades 1-5 is more than fifteen (15) minutes.

G. K-8 schools will be considered Elementary schools (unless a K-8 school passes #8 below):

1. K-8 schools will provide 54000 instructional minutes plus 1200 flex minutes to students in grades 6, 7 and 8 instead of 57200 instructional minutes plus 2000 flex minutes provided in the Intermediate schools.

2. K-8 school teachers in grades 6, 7 and 8 will not have a preparation period.

3. K-8 schools will follow the Elementary calendar and teachers in grades 6, 7 and 8 will have parent conference days as established on the District Calendar.

4. K-8 school Back to School and Open House will follow the Elementary Calendar.

5. Content area teachers who are required to represent their school at Department Chair meetings will be paid at Factor A for attending.

6. K-8 school teachers in grades 6, 7 and 8 will be provided an on-site release day each semester for report cards in lieu of the end of the semester modified days.

7. K-8 school class sizes in grades 6, 7 and 8 will be capped as grades 4 and 5, at 36.

8. All teachers at K-8 schools may utilize the contract waiver prescribed in Article XXI to determine the Intermediate school work day for teachers in grades 6, 7 and 8 as outlined in Article VIII, sec. 2.

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 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.

A. 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 (7 ½) hours per day on site excluding lunch. Site is defined as: assigned location where tasks require work to be performed. With site administrator 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.

A. 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.

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

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

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

C. Voluntary attendance at meetings and activities.

8.3.4 As of July 1, 2013, General Education - Kindergarten through fifth (K-5) grade teachers and sixth-eighth (6-8) teachers working at Kinder through sixth (K-6) and Kinder through eighth (K-8) schools with no preparation periods shall be provided two (2) on-site release days per school year for report card preparation, parent-teacher conferences, or preparation for their academic program. Up to one-half (0.5) of one (1) of these two (2) release days shall be used for teachers to individually identify at-risk students and complete Academic Improvement Plans to identify specific interventions. The schedule for release days shall be determined by the teachers involved with the approval of the site administrator.

### 8.4 Professional Development Days

8.4.1 Two and one-half (2.5) professional development days shall be mandatory attendance days which are included in teachers' work year duty days and teachers' salary schedule. If a unit member is absent on a scheduled professional development day, he/she shall use a qualifying absence/leave as defined in Article X.

- 8.4.2 Stipends and other compensation based on the Teacher Salary Schedule shall be computed on the schedule without the professional development days included, which is equal to a 1.2% reduction. The District shall make a “stipend calculation salary schedule” available to unit members. Stipend calculations will remain the same as calculated in 2010-2011.
- 8.4.3 Professional development days shall be scheduled on an annual basis by the Joint-Calendar Committee as described in Article 8.1.2.
- 8.4.4 Professional development days shall be based with State and District guidelines. One (1) of the two and one-half (2.5) days may be District directed.
- 8.4.5 Unit members selected to present at in-services shall receive staff development credit for the hours of their presentation and shall receive a stipend for preparation equal to Factor F – one hour preparation per each hour of presentation.

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:

- A. Elementary----- 31 .0 students
- B. Intermediate----- 31.75 students
- C. High School----- 32.5 students
- D. Opportunity/Continuation----- 25.0 students

9.2 An analysis of average class size by school 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 (3) 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 unit 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 EL students, serious consideration for additional assistance to the teacher will be given.

9.4.6 P.E. Classes

- A. 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 the intermediate and/or high school if, after the first three (3) weeks of a semester, the verified attendance of the class exceeds fifty-five (55) for a period of two weeks or more.
- B. 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.
- C. Other forms of relief may be used in lieu of the above with mutual agreement of the unit member and the site administrator.
- D. 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



## 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 twenty (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, step-mother, father, step-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, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, sister, or step-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:

- A. A unit member who is absent from work other than for those days as authorized by State law or provisions 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.
- B. Absence requests shall be made prior to the absence unless circumstances preclude the procedure.

##### 10.2.2 Maternity

- A. 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 there from 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 there from.

- B. 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.
- C. 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.
- D. Employees shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from, 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 on leave and the employee's physician, provided, however, that the District management may require a verification of the extent of disability.
- E. The 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 are treated the same as leaves for other illnesses, injuries, or disabilities.
- F. 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 may have their position held until June 30<sup>th</sup> of each school year. If the unit member's position is not held, the unit member 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.
- G. Whenever the District determines that it may be appropriate to require 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 1 below:

1. 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
2. An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise that 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.

- H. 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.)
- I. A unit member may request up to three (3) 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-B.

### 10.2.3 Illness

- A. At the beginning of each school year, each unit member shall be credited with one (1) sick day per month to be worked.
  1. A month of service is at least 75% of the duty days in that month.
  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.
  3. The District shall provide a summary of accumulated sick leave to all unit members.
- B. Sick days may be used by a unit member for personal illness, injury, physical disability, or quarantine. A unit member may annually use six (6) sick leave days for the illness of a child, parent, or spouse.

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.
- C. All sick day benefits must be claimed within each payroll reporting period by filing a unit member absence card.
- D. Signature certification of the unit member is required for absences not exceeding six (6) consecutive duty days.
- E. 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.
- F. 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.
- G. The absence card shall indicate the days of absence, the reason(s) for the absence(s), and the unit member's signature.
- H. The immediate supervisor's signature designating approval is required in order for the unit member to receive pay.
- I. The District shall provide each unit member with verification of accumulated sick days by November 1.

#### 10.2.4 Personal Necessity/Compelling Absence

- A. Bargaining unit members shall be allowed no more than eight (8) 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-A.

10.2.5 Excused Absence

- A. 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).
- B. 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.
  - 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.
  - 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

- A. Each unit member shall be granted three (3) duty days of paid absence, or five (5) duty days if out of state or 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

- A. 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).
- B. The daily jury stipend, less mileage and parking allowance if given, shall be paid to the District.
- C. A verification (court order, subpoena, etc.) shall be required proof of the need for such attendance.

- D. 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.
- E. 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.
  - 1. Advance notice is required except in the case of extenuating circumstances.
  - 2. Verification of appearance from the court is required.

10.2.8 Industrial Accident or Illness

- A. 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.
  - 1. The unit member shall notify the immediate supervisor of the injury/illness within 24 hours.
  - 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
- B. The following rules shall apply:
  - 1. Allowable absence shall not be accumulated from year to year.
  - 2. Occupational injury or illness absence shall commence on the first day absence.
  - 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 any 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.
  - 4. Occupational injury or illness absence shall be reduced by one day for each day of authorized absence regardless of a disability indemnity award.

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.
- C. 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 to their 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.
- D. 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.
- E. 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.
- F. 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.
  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.
  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

- A. 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.

- B. 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.
- C. 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.B below).

### 10.3.2 Family Care and Medical Leave

- A. Upon request, the District may provide a unit member an unpaid leave not to exceed one (1) year of the purpose of meeting responsibilities involving members of the immediate family.
- B. 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.
- C. A health care provider's verification of serious illness or serious health condition shall be provided by the employee at the time a request for a leave is filed with the Associate Superintendent, Human Resources.
- D. "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.
- E. 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.
- F. Health benefits as provided to active employees shall be provided during the first twelve (12) weeks of such leave.

### 10.3.3 Health

- A. 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

- A. 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.
  - 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

- A. 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

- A. 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:
  - 1. Academic Study
    - a. 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.
  - 2. Independent Research
    - a. 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.A-1. A complete plan for such study must be approved and filed with the original application.
  - 3. Travel

- a. The unit member shall remain in travel status three and one-half (3 ½) months for each semester of leave granted.

B. General Provisions

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.

- a. Achieved permanent status.
- b. Possession of a valid California credential.
- c. 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.
- d. 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

2. Length of Leave

- a. 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.
- b. 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.

3. Application

- a. Sabbatical leave applications shall be submitted prior to November 10 or 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.
- b. The application form is to be submitted to the Associate 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.

- c. Qualifying applicants' forms shall be forwarded to the Sabbatical Leave Application Panel.
- d. 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 designee. One of the administrators shall be appointed by the Superintendent or 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.
- e. The Associate 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 or previous sabbatical leaves granted the applicant; (d) Seniority or service in the District; (e) Reasonable distribution of applicants in the various segments of the district. Following review of the applicants, the Associate Superintendent, will make his recommendations to the Superintendent.

#### 4. Approval

- a. 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.

#### 5. Concerning Retirement

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

#### 6. Rate and Conditions of Compensation

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

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

7. Method of Payment

- a. 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 (2) years of service rendered in the employ of the District following the return of the employee from the leave of 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.

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

OR

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.

8. Status upon Returning from Sabbatical Leave and Required Report

- a. 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.
- b. Each employee who has been on sabbatical leave shall file with the Division Superintendent the complete material that was agreed to at the time the leave was approved not later than thirty (30) duty days after return to his/her assigned duty. In addition, a report shall be filed giving specific information on employment accepted and compensation received there from during the period of 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 the District.
- c. 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.
- d. In all matters in which this Section is in conflict with the Education Code, the provision 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. Upon written request, consideration will be given to extending unpaid leaves to a maximum of two (2) years.

- 10.4.6 A unit member on unpaid leave must serve at least seventy-five percent (75%) of the duty days required for that year in order to receive credit for one (1) 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.
  - A. Unit members on medical leave for more than a semester may have their position held until June 30<sup>th</sup> of each school year.
- 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 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. 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 Associate 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, a change between one year and the next, or a change from one class to another during the year, at grade level, in classroom designation/program, 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 of 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.

A. 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, Human Resources 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 list in this Article.

#### 11.5 Support Staff Personnel

- 11.5.1 The initial assignment of support staff personnel (Psychologists, Speech/Language Specialists, Nurses, Adaptive P.E. Teachers, Migrant Education Teachers, Curriculum Specialists, Itinerate Teachers, Child Welfare and Attendance Workers) to work sites shall be at the discretion of their respective departments. Changes in assignment shall be made after seeking volunteers 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. Notification shall be made electronically, through District mail, or by U.S. mail. Unit members on summer recess, or on leave of absence shall provide stamped self-addressed envelopes if they want to be notified of openings by U.S. mail. 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.

- A. Between April 15 and the first day of instruction, three (3) calendar days initial posting at each site shall take place. All site unit members shall be noticed of openings both electronically and by hard copy. Unit members may apply for the vacancy subject to the provisions of 11.6.3.

- 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:

- A. Posted qualifications for the opening, including grade level and/or subject area, appropriate credentials, experience, and any special qualifications for the opening.
- B. Posted educationally-related needs of the District and/or affected schools for grade level and/or subject area.

C. Legal requirements for grade level and/or subject.

D. Years of experience in the District.

1. Interviews shall be reserved for instances when candidates are similar with regard to these criteria.
2. If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.
3. A five (5) working day notice shall be provided to the SAEA office, the SAUSD Human Resources Office, and a SAEA representative appointed by the SAEA President to be invited to attend reassignment related interviews. All interviews shall be conducted by an interview panel. The interview panel shall include an SAEA representative appointed by the President of SAEA. By July 1<sup>st</sup> of each year, the SAEA President shall provide a list of SAEA representatives and alternates ranked in order of preference by school site for interview panels. The list of SAEA representatives and alternates may be revised at the sole discretion of the SAEA President.

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

11.6.5 At decile 1-3 schools, as ranked by the Academic Performance Index, the site principal holds the right to refuse the transfer in of any unit member per Education Code 35036(a). In the event that the above Education Code is changed, this provision shall be consistent with the new Education Code.

11.7 Reassignment: District-Initiated

11.7.1 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 on leave of absence. In the event District-initiated reassignments must be made, they shall not be made arbitrarily or capriciously.

11.7.2 Unit members who voluntarily accept a change in job assignment in lieu of layoff shall remain at the site 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.

11.7.3 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.

## 11.8 Transfer: Unit Member-Initiated Transfer

### 11.8.1 Posting of Vacancies

A. As vacancies become known, they shall be posted at each 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.

### 11.8.2 Requesting a Transfer – Unit members may request a transfer under the following procedures:

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

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

C. 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.

D. Unit members may request to receive electronic notifications of open transfer positions at any number of sites within the District at any time. The unit member is free to apply for any of these transfer positions.

E. Permanent unit members requesting to transfer shall be considered between the first day of instruction and April 15, if qualified, prior to considering new hires, per Education Code 35036(b).

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

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

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

C. Legal requirements for grade level and/or subject area.

D. Review of evaluations, personnel files, and/or panel interviews.

1. A five (5) working day notice shall be provided to the SAEA office, the SAUSD Human Resources Office, and a SAEA representative appointed by the SAEA President to be invited to attend reassignment related interviews. All interviews shall be conducted by an interview panel. The interview panel shall include an SAEA representative appointed by the President of SAEA. By July 1<sup>st</sup> of each year, the SAEA President shall provide a list of SAEA representatives and alternates ranked in order of preference by school site for interview panels. The list of SAEA representatives and alternates may be revised at the sole discretion of the SAEA President.

E. Years of experience in the District

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

11.8.4 Other provisions relating to unit member-initiated transfer:

A. Transfer requests shall be filed on-line or at Human Resources.

B. At any time prior to the granting of a transfer, the transfer request(s) may be withdrawn by the unit member.

11.8.5 Unit members not on a traditional calendar shall be on a twelve (12) month pay schedule.

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

11.8.7 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.

11.9 Transfer: District-Initiated Transfers

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

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

B. All other factors from 11.8.3 A, B and C 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.

1. In the event of a tie, an impartial drawing shall take place to determine the unit member whom will be transferred.

C. 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.

D. 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.)

11.9.2 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. District-initiated transfers shall refer to the criteria in 11.8.3.

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

11.9.4 Unit members transferred under 11.9.1 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.

#### 11.10 General Provisions

11.10.1 All transfers and reassignments shall occur in accordance with the provisions of this Article and the California Education Code.

11.10.2 Displaced unit members and/or District-initiated reassignments (subject to the provision of 11.7.1) shall not be interviewed.

11.10.3 Reassignment of Unit Member assigned to a Combination Class

A. A change of assignment from a combination class to either grade level is not a reassignment and shall be based on seniority in the District. If a combination class exists, both grade levels within that combination are used for the purposes of reassignment.

B. If openings exist at both grade levels, the combination class teacher has rights to both grade level openings. The unit member in the combination class may select the grade level within that combination. The other position then becomes a site opening.

C. If an opening exists at one of the two grade levels and a combination class still exists, the unit member in the combination class may select the existing opening or may remain in the combination class.

D. If the number of teachers exceeds the number of positions in both grade levels within the grade level combination, the least senior unit member from either grade level is reassigned based on seniority in the District.

## ARTICLE XII

### 12.0 SAFETY CONDITIONS

- 12.1 Safety Committee: Within (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 that 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 classrooms/laboratories that have a specific number of workstations, class size shall be three (3) less than the average class size under Article IX.
- 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, and the District shall supply SAEA with the results of their findings within 30 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.
- A. Corrections shall be made 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. 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, ED, 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. If 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, Crede, injections, illiostomies, colostomies, gastrostomies, tracheostomies, suction, oxygen administration, gavage, feeding, and draining.
- 12.3.4 The District shall offer training annually on Universal Precautions between April 1<sup>st</sup> and September 30<sup>th</sup> of each year.
- 12.3.5 Parent/ student privacy 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.

A. The District within the first 2 weeks of each new trimester/semester will publish information concerning student discipline and make it available to teachers who have the affected students on their class rosters.

B. 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.

C. 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.

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

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

C. 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 or designee.

D. 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.

E. 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 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) during or before the first week of each semester/trimester of instruction. District personnel possessing such information shall provide it to the site administrator. This information 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 during or before the first week of each semester/trimester of instruction or within 5 instructional days of student enrollment.
- 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 2 ½ hours consecutively without being provided a break of a minimum of 7 ½ 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 of 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:
- A. 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.
- B. 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.
- C. The form to list private property shall be available at each site’s office.

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

E. 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.

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

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

H. 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 minute's 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:

A. 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.

B. 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 such assignment shall not be given.

## ARTICLE XIII

### 13.0 PROVISIONS 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 the 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 or 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, frequency, and standards of service, 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 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 manner and sources 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 provision 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 the 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 charges 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 where 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. 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 below. Disciplinary actions that do not adhere to the progressive steps listed below shall be in writing and included in the District's disciplinary action. The basic steps in progressive discipline are:
- 14.4.1 Verbal reprimand(s): The supervising administrator shall clarify that "this is a verbal reprimand," and cite the reason for the reprimand.
- 14.4.2 Conference Summary: Conference with written memorandum of summary, including appropriate steps for corrective action.
- 14.4.3 Written reprimand (in personnel file).
- A. Unit members receiving a written reprimand from the District shall have the opportunity to respond in writing. The unit member's written response, if any, shall be attached to the District's written reprimand and become a permanent part of the reprimand.
- 14.4.4 Suspension(s) with or without pay of up to 15 days.
- 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 Resource 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-reelection 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 Continue the current 125 plan (Flexible Spending Account) for premiums, out-of-pocket medical costs, and child care expenses.
- 15.2 Continue the current procedure whereby employees can elect not to be covered by one or more benefit programs.
- 15.3 Employee and retiree tenthly contributions shall be based on the three tiered rates (employee/retiree, two-party and family) as follows (except during the collective bargaining process as referenced in 15.5.6A4b effective July 1, 2013:

Plans	Lower Cost HMO	Higher Cost HMO	PPO
Employee/Retiree Premium Contribution	1.5% of premium	6.5% of premium	12.5% of premium

- 15.3.1 The following applies to newly hired, non-permanent unit members during their first two (2) full years (greater than 75%) of employment: Unit members shall be eligible for SAUSD paid contribution toward medical benefits at the cost of the lowest cost HMO; Unit members shall be permitted to purchase other SAUSD offered insurance plans at the difference between the cost of those plans and the lowest cost HMO. After the first two (2) full years (greater than 75%) of employment, unit members shall be eligible for SAUSD paid contributions toward Medical Benefits under 15.3 above.
- 15.4 In order to coordinate medical benefits when a member and spouse are both employees of the District and members of the same plan; one employee will have the contribution of the employee only rate and one will have the contribution of the 2 party or family rate. (See 15.3)
- 15.4.1 If an employee and their spouse voluntarily choose not to coordinate benefits, one may decline coverage and the other employee's contribution (dual/family coverage) shall be waived.
- 15.5 During the term of this Agreement, the District shall make available:
  - A. medical insurance
  - B. dental insurance
  - C. vision insurance
  - D. mental health insurance
  - E. life insurance
  - F. retiree insurance

15.5.1 A Health Benefits Authority (HBA) shall be established to make decisions regarding:

- A. medical insurance
- B. dental insurance
- C. vision insurance
- D. mental health insurance
- E. life insurance
- F. retiree insurance
- G. carriers/providers
- H. consultants

15.5.2 The District shall designate a separate health benefits sub-fund(s)/reserve fund(s) (67-69 and 71-71) for the purpose of all revenues, expenses, and reserves related to the health benefits programs listed in 15.5.1.

15.5.3 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates/expected costs/savings based on a composite percentage increase/decrease per enrollee multiplied by the number of enrollees in the plan at the time of the actuarial analysis using current plan designs. Proposed provider increases/decreases shall be presented to the Health Benefits Authority on or before seventy-five (75) calendar days prior to the end of the health benefits plan year (i.e. April 15<sup>th</sup> of a fiscal health benefits plan year).

A. The annual actuarial analysis shall include the following elements:

- 1. Utilization
- 2. Medical trend
- 3. Experience
- 4. SAUSD plan document

B. If the District's existing health benefits plan year's per enrollee premium/costs is greater than the proposed premium/cost, the Health Benefits Authority shall address any excess health benefits funds (i.e. through plan modifications, etc.) prior to open enrollment. If those excess funds exceed the value of two (2) months of health benefits costs, then those excess funds over the value of the two (2) months shall be made available for health benefits related negotiations.

C. If the District's existing health benefits plan year's per enrollee premium/costs level does not cover the proposed increase in premium/costs, the Health Benefits Authority shall, prior to open enrollment, take action to implement or change one or more of the following:

- 1. Plan modifications

2. Allocate excess funds from the health benefits sub-fund reserves to offset increased costs; the allocation shall not exceed 50% of the increased cost.

D. In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining increases/costs shall be allocated.

E. The Health Benefits Authority may make health benefits plan design adjustments when needed during the health benefits plan year. Open enrollment opportunities shall be provided to allow unit members to change plans.

15.5.4 The Health Benefits Authority shall provide:

A. SAUSD Open Enrollment publication

B. Summary Plan Description

C. Evidence of Health Benefit Coverage

D. Trainings on health benefits issues, trends, cost analysis, etc. shall be provided to the Health Benefits Authority. Release time shall be provided by the District.

15.5.5 The Health Benefits Authority shall have three (3) SAEA voting representatives, to be appointed by the SAEA President.

15.5.6 The Health Benefits Authority Decision Making/Voting Process:

A. Consensus Decision Making Model

1. Consensus building regarding the annual actuarial analysis and implementation of needed changes shall be used.

2. Following consensus building, a vote shall be taken to implement the recommended changes. District and Labor shall have an equal one (1) District to one (1) SAEA vote.

3. If the vote (15.5.5.A2) is 2 – 0, the recommended changes shall be implemented.

4. If the vote (15.5.5.A2) is a 1 -1 tie:

a. Either side may request mediation.

b. If an agreement cannot be reached within one hundred-twenty (120) calendar days after the beginning of the new health benefits plan year (i.e. November 1<sup>st</sup> of the fiscal health benefits plan year), District and SAEA unit members/enrollees shall equally split SAEA's proportion of the shortfall in health benefits funding retroactive to the first day of the new health benefits plan year District paying 50% of the shortfall; SAEA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level. Rate increases that stay in effect may be referred to the Collective Bargaining process to determine how the increases shall be allocated.

5. Meetings of the Health Benefits Authority shall be open and public, with agendas and minutes made available.

6. Meetings shall be chaired by a voting member of the HBA. The chair shall be appointed and rotate annually between the District and each participating labor group. The District and each participating labor group shall appoint an Assistant Chair annually. SAEA shall appoint the chair for the 2010-2011 school year.

7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.

8. To ensure order and efficiency, bylaws and/or standing rules shall be developed, adhered to, reviewed, and modified as needed.

15.5.7 The benefit plans provided during retirement will be the same as, or comparable to, those provided to active employees at the same time excluding life insurance, as is set forth in IN 6.2 and Appendix F. The Health Benefits Authority (HBA) shall determine comparability. Retirees eligible for benefits shall sign the retiree benefit agreement with the District attached as Appendix G.

A. All unit members who are/have been hired after April 28, 1999 and have ten (10) or more years of SAUSD service are eligible for SAUSD provided retiree health and welfare benefits. These unit members shall be entitled to retiree benefits or coverage until the unit member reaches the age of Medicare eligibility.

B. As of April 28, 2009, unit members with ten (10) or more years of full-time employment per Ed. Code in the District shall be covered by the terms of the 2007/2008 CBA.

- 15.6 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).
- 15.7 Establish that eligibility for all dependent coverage on all plans to be as follows:
- 15.7.1 Any unmarried child under age nineteen (19) years (including a natural child, legally-adopted child, stepchild, or child under legal guardianship 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.
- 15.7.2 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.
- A. 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.
- B. 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 school such as business colleges, professional schools, trade and technical schools which are established as other than evening schools exclusively.
- C. 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.
- D. An eligible dependent does not include any dependent who is on active duty in a military service.

- 15.7.3 A handicapped child's dependent status shall 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. The child is fully dependent upon the employee for support and maintenance.
    - 1. Within thirty-one (31) days after the child turns nineteen (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.
    - 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 its expense, might require an independent medical or psychological verification.
- 15.7.4 A Dependent Status Report 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.
- 15.7.5 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.
- 15.7.6 The following are not considered family dependents:
- A. Foster Child, unless meeting requirements of 15.7.1,
  - B. Grandchild, unless meeting requirements of 15.7.1,
  - C. Any other person who does not meet the requirements of at least one of the categories in section 15.7.1 and 15.7.2 above.
  - D. This language sunsets on June 30<sup>th</sup>, 2008.
- 15.7.7 The following are considered family dependents:
- A. State Registered Domestic Partners
- 15.8 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.
- 15.9 All full-time home teachers (a full-time home teacher is one who teaches approximately five-hundred twenty-five (525) hours in a school year) shall receive the same benefits as any other unit member.

- 15.10 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 contracts are involuntarily reduced shall continue to receive full benefits.
- A. 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.
- 15.11 A unit member on leave shall have the option to continue any health benefits negotiated in the Agreement at his/her own expense (see Article X, Section 10.4.12).
- 15.12 All costs for medical examination and tests required by the District shall be paid by the District.
- 15.13 The Health Benefits Authority shall review and study health benefits.
- 15.14 The Health Benefits Authority shall make available health benefits contracts with insurance carriers.
- 15.15 The Health Benefits Authority shall review benefits documents.
- 15.16 Daily administration of the health benefits program, and responsibility for implementing the direction of the Health Benefits Authority, shall be the responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the Health Benefits Authority.
- 15.17 Authority to enter into contracts with respect to the health benefits determined by the Health Benefits Authority shall rest with the District.
- 15.17.1 The Health Benefits Authority shall be authorized to select consultants to be paid from budgeted health benefits funds. Labor shall have a health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant, paid from the budgeted health benefits funds and not to exceed 20% of the expense of the consultant selected by the HBA. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.



## 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 four and one-half (4 ½) hours, unless otherwise required by Education Code, excluding non-duty breaks.
- A. Summer school teachers shall be paid for fifteen (15) minutes of preparation time per day worked in a summer school assignment with the compensation being determined by this formula: rate of pay multiplied by hours worked (instructional minutes + fifteen (15) minutes of preparation time).
- 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 of 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 unit members are not available, the District has the discretion to employ teachers from outside the District.
- 16.2.1 Traditional School Teacher Selection Procedure
- A. 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.
- B. 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.
- C. Priority consideration for summer school assignments shall be given to unit members fully credentialed/certified for the summer school assignment.
- D. The following criteria shall be used for selection of summer school/intersession teachers:

1. Appropriate credential/certification
  2. Legal requirements
  3. Experience within the last five years teaching in methods, techniques, or programs as publicized in the tentative position openings for a specific site.
  4. Subject area experience
  5. Grade-level experience
  6. Educationally-related needs of the District and/or schools as publicized in the tentative position openings for a specific site
- E. Where two (2) or more qualified unit members apply for the same position, seniority in the District shall govern.
  - F. The District shall not be arbitrary, capricious, or unreasonable with respect to summer school intersession assignments.
  - G. For elementary traditional summer school, priority shall be given to unit members regularly assigned to the summer school site.
  - H. 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.
  - I. Prior summer school/intersession assignments will decrease priority selections after two (2) consecutive years of summer school intersession service.
  - J. 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.
  - K. 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.

### 16.3 Sick Leave

- 16.3.1 Unit members shall be credited with .8 sick day for working 75% or more at four and one-half (4 ½) hours a day. Unit members who work more or less than four and one-half (4 ½) 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.

A. The observation shall be related to those items observed.

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

B. 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.

C. 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 (2) teachers.

16.5.2 Each of the two (2) teachers works fifty-percent (50%) of the contract by one working consecutive days for fifty-percent (50%) of the session and the other finishing out the second fifty-percent (50%) of the session.

16.5.3 Any other potential arrangement for sharing a summer school contract shall be submitted to the Associate Superintendent, Human Resources, who shall consider the request and render a decision.

16.5.4 Seniority shall apply as cited in section 16.2.1-D, but only one of the two unit members needs to conform to the conditions set forth in 16.2.1-D.

#### 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.

## ARTICLE XVII

### 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 student(s) 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).

## ARTICLE XIX

### 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;
  - 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. Unit members may have copies made at the employee's expense.
- 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 the 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 (PAR). Teachers referred to, or who volunteer for, the programs 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

- A. The parties agree to meet and modify the time lines of this provision as necessary and mutually agreed to.
- B. The Peer Assistance and Review Program shall be implemented July 1, 2000.
- C. The PAR program shall begin for a referred participating teacher at the beginning of his/her next school year (September for traditional schools).
- D. Each year, Peer Review Panel Members shall be appointed no later than October 1st.
- E. 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.
- F. 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.
- G. The Panel shall by majority vote select Consulting Teachers.
- H. The Panel shall send a list of Consulting Teachers to each Referred Participating Teacher.
- I. Evaluators shall refer Participating Teachers to the Panel.
- J. The Referred Participating Teacher shall submit his or her Consulting Teacher preferences.



- K. The Panel shall assign each Referred Participating Teacher a Consulting Teacher.
- L. 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

- A. 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 SAEA President. They shall possess equal or greater qualifications than Consulting Teachers and shall represent elementary (2), intermediate (1), and high school (1) levels. The District shall choose the three (3) administrators on the Panel. 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 SAEA President 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 a resignation or absence shall not be part of the two (2) consecutive terms.
- B. 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. SAEA 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.
- C. 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.
- D. Panel members shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties directly related to the PAR Program.

- E. The Peer Review Panel shall be responsible for the following:
1. Participating in annual training for Panel members.
  2. Establishing its own Rules and Procedures 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.
  3. Selecting the panel of Consulting Teachers.
  4. Developing and providing in-service training for Panel members and Consulting Teachers shall be done jointly by the Association and the District.
  5. Notifying in writing the Referred Participating Teacher, Consulting Teacher, and site principal of their participation in the PAR Program.
  6. Making available the list of the panel of Consulting Teachers to the Participating Teacher.
  7. Sending a copy of the adopted Rules and Procedures to any bargaining unit member or administrator upon request.
  8. Establishing a procedure for application as a Consulting Teacher.
  9. Determining the number of Consulting Teachers in any school year, based upon participation in PAR Program, the budget available, and other relevant considerations.
  10. 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.
  11. Developing all Application Forms for the Consulting Teachers and Voluntary Participating Teachers.
  12. Developing all Consulting Teacher and Peer Review Panel Report Forms.
  13. Based upon legislative modification or deletion of PAR, the Association and the District agree to renegotiate the PAR Program.

- F. All panel proceedings and material 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.
- G. Panel Members and Consulting Teachers shall be provided the same liability coverage contained in the Education Code and Government Code as provided 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.
- H. Members of the Panel shall be provided reasonable release time for performing duties which require them to visit classrooms and/or for in-service training. If in-service training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem rate of pay.
- I. Functions performed pursuant to the Article by bargaining unit employees shall not constitute either management or supervisory functions.

### 20.1.3 Participating Teachers

- A. 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 elements marked "below standard" within a single standard of the current evaluation form.
- B. 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-to-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.
- C. 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.

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

- A. 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:
  - 1. A Consulting Teacher shall be a classroom teacher with permanent status.
  - 2. A Consulting Teacher shall have held at least a clear California teaching credential for at least three (3) years.
  - 3. A Consulting Teacher shall have at least five (5) years' classroom teaching experience in SAUSD.
  - 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.
- B. In filling a position of Consulting Teacher, each applicant is required to submit three (3) references.
- C. Applications and references shall be treated with confidentiality.
- D. Consulting Teachers shall be selected by a majority vote of the Panel after candidates have had classroom observations by the Panel.
- E. 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.

- F. 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.
- G. 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.
  - 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.
  - 2. A Consulting Teacher who is assigned a Referred Participating Teacher will receive a stipend of \$4,000.
  - 3. Consulting Teachers who are assigned to Volunteer Participating Teachers will receive a stipend of \$2,000 per Volunteer Participating Teacher.
  - 4. Consulting Teachers who provide services for less than a full year shall have their stipends prorated accordingly.
  - 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.
- H. Consulting Teachers shall be reimbursed for all reasonable and necessary expenses incurred in the performance of their duties directly related to the PAR Program.
- I. 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.
- J. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction and shall have both pre-observation and post-observation conferences.
- K. 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.

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

- A. Peer Assistance and Review Budget
  - 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.
  - 2. This article shall be in compliance with the Education Code requirements covering Peer Assistance and Review Programs.

20.1.6 Joint Committee

- A. The Santa Ana Educators' 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:

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

2. Develop professional development for all teachers pursuant to Education Code section 44506(c)(4). (Assembly Bill No. 1x, First Extraordinary Session, 1999).

- B. The SAEA and the District shall also jointly develop a budget annually utilizing the AB IX 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.
- C. Such programs and budget shall be recommended to the Governing Board for consideration and adoption pursuant to its annual budgeting process.
- D. 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 to 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 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.
- 21.2 Waiver proposals with an accompanying ballot and balloting procedure must be approved by the Association and the District.
  - 21.2.1 The balloting procedure must provide for the following provisions:
    - A. Site Name
    - B. Secret Ballots
    - C. Neutral Ballot Counting
    - D. Secure Ballot Storage
    - E. Off Site Voting
    - F. Vacancy Notice Advertisements
- 21.3 Waivers are approved with 70% + 1 of the affected Unit Members voting “Yes”.
- 21.4 Affected Unit Members are those assigned to the site for the time period covered by the site waiver.
- 21.5 If a site wishes to continue an existing waiver, it must follow the procedures listed above.
- 21.6 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.
- 21.7 Contract Waivers may only be sought on provisions of the CBA contained in Article VIII: Hours of Work.
- 21.8 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 of the CBA prepared and delivered to the sites (i.e. copies for the Principal, SAEA site representatives, and office manager). The cost shall be equally shared by the District and the Association. The CBA shall be made available on the District's web site.
- 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.
- 22.5.3 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 In the event that the 20-to-1 Class Size Reduction Program is reinstated, the following provisions pertaining to retired teachers shall be returned to the contract as written in the 2010-2013 CBA:

23.1.1

23.1.2

23.1.3

23.1.4

23.1.5

23.1.6

23.1.7

## ARTICLE XXIV

### 24.0 YEAR-ROUND SCHOOLS

24.1 All schools in the District are on a traditional school year calendar making the language of this article and other articles in the contract related to year-round school unnecessary. In the event that schools must return to year-round schedules the following CBA articles shall be returned to the contract as written in the 2004-2007 CBA:

- 3.11 – 3.11.3
- 7.2.6.2
- 8.1.1
- 8.1.1.2
- 8.2.11
- 10.2.3.1
- 10.3.6.2.2.1
- 10.4.5
- 10.4.9
- 11.7.5
- 11.7.6
- 16.2.2 – 16.2.2.3
- 20.1.1.3
- Article 24 (entire article)

ARTICLE XXV

25.0 BEGINNING TEACHER INCENTIVE FUNDING

25.1 Fully credentialed teacher 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.

25.5 Beginning July 1, 2001 and subject to passage of beginning teacher salary incentive legislation comparable to 2000-2001 legislation, the above stipend shall increase to 3% of Class IV, Step 7.

ARTICLE XXVI  
26.0 SPECIAL SERVICES

- 26.1 SAEA and SAUSD shall establish a committee no later than June 30<sup>th</sup> to evaluate and make recommendations to the Bargaining Teams regarding the implementation of Special Service Programs no later than November 1st. This committee shall meet at least once a month. This committee shall consist of four (4) representatives of SAEA and four (4) representatives of the District. SAEA representation shall consist of unit members from Elementary, Intermediate, High School and Special Education, appointed by the President of SAEA. Agendas for this committee (for example: analysis of definitions, time-lines, working conditions, case loads/student contacts, etc.) shall be set by the respective Bargaining Teams.
- 26.2 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.
- 26.3 Case Management Period/Release Time
- 26.3.1 Secondary Special Education teachers (Intermediate and High School levels) whose duties require direct classroom instruction of students who are not part of their caseload throughout the day will have a case management period in addition to their planning period.
- A. In order to qualify for the case management period, the secondary special education teacher will be responsible for creating and implementing lesson plans, grades, student assignments and homework for at least one (1) instructional period per day for students who are and are not part of their caseload.
- 26.3.2 Elementary Special Education Teachers shall receive three (3) full Case Management Release days per semester.
- 26.3.3 The case management period/release time is for the purpose of:
- A. Managing the teacher's caseload.
- B. Meeting the requirements of their students' IEPs, including affirming and attesting IEPs in SEIS.
- C. Testing students regarding their progress toward the student's IEP goals.
- D. Meeting with general education teacher(s) regarding students that are mainstreamed and their progress in the general education courses.

E. Collaborating with classroom teachers and service providers to collect information regarding student(s) progress toward IEP goals including SEIS IEP Progress Reports.

F. Using the information gained (in “D” and “E” above) to collaborate with classroom teachers by suggesting ways to help improve students’ progress, including accommodations.

G. Assisting in developing and monitoring the implementation of Behavior Support Plans.

H. Drafting and writing IEPs, including but not limited to goals, accommodations and/or modifications.

I. Scheduling, contacting participants, sending out notices, and arranging all appropriate personnel, support providers, and interpreters for annual and triennial IEP meetings.

26.4 Special Education Caseload and Class Size: The District shall make a good faith effort to follow the Special Education Task Force’s recommendations in maintaining the maximum caseload and class sizes for Special Education Teachers.

26.4.1 RSP Caseloads shall not exceed twenty-eight (28) students.

26.5 Impact of Special Education Population on General Education Classrooms:

26.5.1 The District and the Association support successful placement of Special Education students in general education classrooms, and recognize the impact on the workload of the classroom teachers. The principal or academic counselor shall assign students in such a way as to minimize the impact and equalize student caseload, as well as, ensuring consistent support to the general education teacher as stipulated by the students’ IEPs.

26.5.2 The District and the Association will work together to plan appropriate in-service opportunities for general education and Special Education unit members assigned to work with students with special needs (504 plans and/or IEPs).

26.6 If necessary, early release days (8.2.3-E) may be used for Response to Intervention (RTI), Multi-Tiered System of Supports (MTSS), Student Success Team (SST) committee work, IEPs, and/or other Special Education Collaboration outside of grade level collaboration once per month.



## Santa Ana Unified School District

## Teacher Salary Schedule

2014-2015

STEP	CLASS I BA*	CLASS II BA + 24 units	CLASS III BA +45 units	CLASS IV Masters/Doctorate**
1	51,618	51,618	51,618	53,040
2	51,618	51,618	52,273	55,431
3	51,618	51,618	54,890	57,922
4	51,618	53,995	57,631	60,531
5	51,618	56,695	60,513	63,256
6	53,244	59,528	63,537	66,104
7	55,640	62,505	66,713	69,074
8		65,633	70,043	72,183
9		68,908	73,550	75,430
10		72,352	77,227	78,826
11			81,093	82,376
12				86,129
16				91,087
21				97,610
26				100,016

**NOTE:** \*Class I (maximum Step 5) is for ALL teachers who do not hold a full preliminary, clear or general credential regardless of educational level (effective for all new hires 7/1/08)

\*\*Doctorate shall receive an additional 1% stipend added to Class IV for each Step and Column

Salary Based on 185.5 Work Year  
Salary Increase of additional 2% effective July 1, 2014

**NOTE:** Includes 4% retro to 1/1/14

em 6-20-14  
Board Approved: 5/27/14

**SCHEDULE OF SALARIES FOR TEACHERS  
2014-2015 SCHOOL YEAR  
Factor Sheet**

**Dept. Chair Factors**

**(2-5) 56695.00**  
 .010 567.00  
 .015 850.00  
 .017 964.00  
 .020 1134.00  
 .025 1417.00  
 .030 1701.00  
 .035 1984.00  
 .040 2268.00  
 .045 2551.00  
 .050 2835.00  
 .055 3118.00  
 .060 3402.00

**10th Grade Counseling**

Factor C \$43.372

**Detention Supervision**

Factor A \$35.434

**District Sports Scheduler**

**(3% of 3-7) 66713.00**

\$2001.00/yr.

\$1000.50/semester

**Factors**

**(2-5) 56695.00**

A - 35.434

B - 39.403

C - 43.372

D - 47.227

E - 51.309

F - 55.278

**Home Teacher**

**(2-5) 56695.00**

**(525 hrs. per yr.)**

1st & 2nd - 38.949

3rd & 4th - 42.918

5th & 6th - 46.887

7th 50.855

**Academic Coaches**

**(.050 of 3-7) 66713.00**

\$3335.65/yr

\$1667.83/semester

**Athletic Trainer/Athletic Director**

**(6% of 3-8 x 3 seasons) 70043**

4203 x 3 = \$12,609

**Bilingual Stipends**

**(2-5) 56695.00**

1.7% - 964

2% - 1134

3% - 1701

5% - 2835

**Summer School**

Class & Step x .000833

**Grade Level Leaders**

**(.005 of 2-5) 56695.00**

\$283.00/yr.

**Elementary Supervision**

**(.000444 of 2-5) 56695.00**

\$25.173/hr.

**Athletic Sports Coord.**

**(.020 of 3-7) 66713.00**

\$1334.00/yr.

**Project Coordinator**

**8% of Salary**

**Curriculum Specialist**

**(8% of 3-7) 66713**

\$5,337

**Speech Stipend**

**(2-5) 56695.00**

5% - 2835

**No Increase for Subs  
ROP/Hourly ROP/Sub Home  
Teachers)**

ROP - Subs

**Factor B \$36.704**

ROP - Hourly

**Factor D \$43.992**

Home Teachers Subs

**(2-5) 52811**

1st/2nd 36.281

3rd/4th 39.978

5th/6th 43.675

7th 47.371

**Saturday Work**

Factor A \$35.434

**Saturday School**

Factor C \$43.372

**Librarian Stipend**

**(.010 of 2-5)**

\$567

\*\*\*\*\*

**(All sports based on 11 weeks)**

**Intermediate Sports (3-7) 66713.00**

5% HEAD \$3335.65 - \$303.241/wk.

4% ASST. \$2668.52 - \$242.593/wk.

3% INTRA \$2001.39 - \$181.945/wk.

**High School Sports (3-8) 70043.00**

6% HEAD \$4202.58 - 382.053/wk. - (Football) & (Spring Football pay 3 weeks only)

5% HEAD \$3502.15 - 318.377/wk. - (Reg/Head) & use for Asst. Football only

4% ASST \$2801.72 - 254.702/wk.

3% INTRA \$2101.29 - 191.026/wk.

Effective: July 1, 2014

NOTE: (salary increase of additional 2% which also includes 4% retro to 1/1/14)

em 8-20-14

APPENDIX B

Santa Ana Unified School District

Psychologist Salary Schedule

2014-2015

<b>STEP</b>	<b>SALARY</b>	<b>DOCTORATE</b>
<b>1</b>	<b>74,502</b>	<b>75,169</b>
<b>2</b>	<b>77,853</b>	<b>78,520</b>
<b>3</b>	<b>81,357</b>	<b>82,024</b>
<b>4</b>	<b>85,018</b>	<b>85,685</b>
<b>5</b>	<b>88,841</b>	<b>89,508</b>
<b>6</b>	<b>92,847</b>	<b>93,514</b>
<b>7</b>	<b>97,077</b>	<b>97,745</b>
<b>11</b>	<b>102,665</b>	<b>103,332</b>
<b>16</b>	<b>110,015</b>	<b>110,683</b>
<b>21</b>	<b>117,365</b>	<b>118,076</b>

Salary Increase of additional 2% effective July 1, 2014

**NOTE:** Includes 4% retro to 1/1/14

em 6-24-14

Board Approved : 5/27/14

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

EVALUATION PLAN



**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**APPENDIX D-1: EVALUATION PLAN**

SCHOOL YEAR (Required): -

Employee:	Assignment(s):
School/Dept:	Permanent: <input type="checkbox"/> Non-Permanent: <input type="checkbox"/>

INDICATE STANDARDS BEING ADDRESSED

**STANDARDS 1.0 – 5.0**

- 1.0 - Engaging and supporting all students in learning
- 2.0 – Creating and maintaining effective environments for student learning
- 3.0 - Understanding and organizing subject matter for student learning
- 4.0 - Planning instruction and designing learning experiences for all students
- 5.0 - Assessing students for learning

INDICATE ELEMENT BEING ADDRESSED

**STANDARD 6.0** Developing as a Professional Educator

- 6.1 - Reflecting on teaching practice in support of student learning
- 6.2 - Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 - Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 - Working with families to support student learning
- 6.5 - Engaging local communities in support of the instructional program
- 6.6 - Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 - Demonstrating professional responsibility, integrity, and ethical conduct

**Check Applicable CBA Paragraph Number:**

- 5.1.1-A:** The evaluation of all non-permanent teachers shall follow the BTSA requirements by being evaluated on the first five (5) Standards and one (1) element of Standard Six (6).
- 5.1.1-B:** Every evaluation year: the evaluation of permanent unit members shall be based on three (3) of the five (5) Standards (one of which must be Standard 1, 3, or 4) and one (1) element of Standard Six (6): *Develops as a Professional Educator.*
- 5.1.1-C:** Permanent unit members may voluntarily agree to be evaluated on the first five (5) Standards and two (2) elements of Standard Six (6): *Develops as a Professional Educator.*
  - **5 Year Waiver? (Refer to 5.1.2-E)**       Yes       No

<b>5.1.2 - Are Standards mutually agreed upon?</b>	Yes <input type="checkbox"/>	<b>or</b>	No <input type="checkbox"/>
If not mutually agreed, check Standards being substituted (Refer to 5.1.2): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>			
<b>5.1.2-A - Will Unit Member be submitting constraints?</b>	Yes <input type="checkbox"/>	<b>or</b>	No <input type="checkbox"/>

Signature of Employee:	Date:
Name of Evaluator:	Date:
Signature of Evaluator:	Date:



OBSERVATION/EVALUATION FORM



**SANTA ANA UNIFIED SCHOOL DISTRICT  
APPENDIX D-2: OBSERVATION FORM**

School Year (Required):  
---

Date:	Time In:	Time Out:
Employee Name:	School/Dept.:	Grade/Subject:
<input type="checkbox"/> Permanent <input type="checkbox"/> 5-Year Waiver	<input type="checkbox"/> Non-Permanent	<input type="checkbox"/> Mid Year <input type="checkbox"/> Annual
Observation #:		

1 – Meets Standard	*2 – Below Standard	3 – Not Observed
--------------------	---------------------	------------------

\*CBA: 5.2.1.D.1. – “Below Standard” on three (3) or more elements on a Standard in the second observation

Key Elements	Standards for the Teaching Profession/Comments
1.1 – Using knowledge of students to engage them in learning 1.2 – Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests 1.3 – Connecting subject matter to meaningful, real life contexts 1.4 – Using a variety of instructional strategies, resources, and technologies to meets students’ diverse learning needs 1.5 – Promoting critical thinking through inquiry, problem solving, and reflection 1.6 - Monitoring student learning and adjusts to instruction while teaching	<b>1.0 Engaging and Supporting All Students in Learning</b>
2.1 – Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 – Creating physical or virtual learning environments that promote student learning, reflect diversity , and encourage constructive and productive interactions among students 2.3 – Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 – Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 – Developing, communicating, and maintaining high standards for individual and group behavior 2.6 – Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 – Using instructional time to optimize learning	<b>2.0 Creating and Maintaining Effective Environments for Student Learning</b>
3.1 – Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 – Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 – Organizing curriculum to facilitate student understanding of the subject matter 3.4 – Utilizing instructional strategies that are appropriate to the subject matter 3.5 –Using and adapting resources, technologies, and standards-aligned instructional materials, including adopting materials, to	<b>3.0 Understanding and Organizing Subject Matter for Students Learning</b>

**APPENDIX D-2  
OBSERVATION FORM  
(Continued)**

<p>make subject matter accessible to all students</p> <p>3.6 – Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	
<p>4.1 – Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 – Establishing and articulating goals for student learning</p> <p>4.3 – Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 – Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 – Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>	<p><b>4.0 Planning Instruction and Designing Learning Experiences for All Students</b></p>
<p>5.1 – Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 – Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 – Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 – Using assessment data to establish learning and to plan, differentiate, and modify instruction</p> <p>5.5 – Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 – Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 – Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p><b>5.0 Assessing Student Learning</b></p>
<p>6.1 – Reflecting on teaching practice in support of student learning</p> <p>6.2 – Establishing professional goals and engages in continuous and purposeful professional growth and development</p> <p>6.3 –Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 –Working with families to support student learning</p> <p>6.5 – Engaging local communities in support of the instructional program</p> <p>6.6 – Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 – Demonstrating professional responsibility, integrity, and ethical conduct</p>	<p><b>6.0 Developing as a Professional Educator (to be discussed at post observation conference as per 5.1.2)</b></p>

Areas marked (2) “Below Standard” require specific written suggestion(s) and offer(s) of positive assistance. The evaluator shall outline in writing on this form the assistance to be provided for all elements for which improvement is needed. **(5.2.3.A-E.)**  
The unit member will take affirmative action to correct any deficiencies. **(5.2.3.F.)**  
This observation has been discussed with the employee.

**APPENDIX D-2  
OBSERVATION FORM  
(Continued)**

The teacher's signature acknowledges receipt of this document and does not necessarily indicate agreement with the report. **(5.4.3)**

Additional pages attached: Yes  No

Signature of Employee: _____	Date: _____
Evaluator Name: _____	
Signature of Evaluator: _____	Date: _____



EVALUATION FORM



**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**APPENDIX D-3**  
**EVALUATION FORM**

**School Year (Required):**

---

Employee:	School/Dept.:	Assignment:
<input type="checkbox"/> Permanent <input type="checkbox"/> 5-Year Waiver	<input type="checkbox"/> Non-Permanent	<input type="checkbox"/> Mid Year <input type="checkbox"/> Annual

\*CBA: 5.2.1.D.1 – “Below Standard” on three (3) or more elements on a Standard in the second observation.

<b>1.0 ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	
1.1	Using knowledge of students to engage them in learning
1.2	Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests
1.3	Connecting subject matter to meaningful, real life contexts
1.4	Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs
1.5	Promoting critical thinking through inquiry, problem solving, and reflection
1.6	Monitoring student learning and adjusting instruction while teaching
<b>2.0 CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>	
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5	Developing, communicating, and maintaining high standards for individual and group behavior
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7	Using instructional time to optimize learning
<b>3.0 UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3	Organizing curriculum to facilitate student understanding of the subject matter
3.4	Utilizing instructional strategies that are appropriate to the subject matter
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopting materials, to make subject matter accessible to all students
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content
<b>4.0 PLANNING INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS</b>	
4.1	Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2	Establishing and articulating goals for student learning
4.3	Developing and sequencing instructional long-term and short-term instructional plans to support learning
4.4	Planning instruction to incorporate strategies to meet the learning needs of all students

**APPENDIX D-3  
EVALUATION FORM  
(Continued)**

4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
<b>5.0 ASSESSESSING STUDENT FOR LEARNING</b>	
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3	Reviewing data, both individually and with colleagues, to monitor student learning
5.4	Using assessment data to establish learning goals to plan, differentiate, and modify instruction
5.5	Involving all students in self-assessment, goal setting, and monitoring progress
5.6	Using available technologies to assist in assessments, analysis, and communication of student learning
5.7	Using assessments information to share timely and comprehensible feedback with students and their families
<b>6.0 DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	
6.1	Reflecting on teaching practice in support of student learning
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4	Working with families to support student learning
6.5	Engaging local communities in support of the instructional program
6.6	Managing professional responsibilities to maintain motivation and commitment to all students
6.7	Demonstrating professional responsibility, integrity, and ethical conduct

COMMENTS:

Employee response Attached:    Yes         No                      *Referral to PAR 20.1.3*  
 Additional Pages Attached:    Yes         No

This evaluation has been discussed with the employee. The employee's signature acknowledges receipt of this document and does not necessarily indicate agreement with the report (5.4.3).

Signature of Employee:	Date:
Name of Evaluator:	Date:
Signature of Evaluator:	Date:

DISTRIBUTION:            Employee                    Evaluator/Administrator            Personnel File

TASK-ORIENTED EVALUATION PLAN



**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**APPENDIX D-4: TASK-ORIENTED EVALUATION PLAN**

SCHOOL YEAR (Required): ---

Employee Name:	School/Dept.:	Assignment:
Period Covered by Evaluation:	<input type="checkbox"/> 5-Year Waiver	
Evaluator Name:		

Objective #1:
Objective #2:
Objective #3:

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TASK-ORIENTED EVALUATION FORM



**SANTA ANA UNIFIED SCHOOL DISTRICT**

**TASK-ORIENTED EVALUATION FORM**

**SCHOOL YEAR (Required): ---**

Employee Name:	School/Dept.:	Assignment:
Period Covered by Evaluation:		<input type="checkbox"/> 5-Year Waiver
Evaluator Name:		

Objective #1:  Evidence that Objective was met:
Objective #2:  Evidence that Objective was met:
Objective #3:  Evidence that Objective was met:
Overall Rating: Objective #1 - <input type="checkbox"/> Meets Standards <input type="checkbox"/> Below Standard Objective #2 - <input type="checkbox"/> Meets Standards <input type="checkbox"/> Below Standard Objective #3 - <input type="checkbox"/> Meets Standards <input type="checkbox"/> Below Standard
Evaluator's Comments:

Employee Response Attached:     Yes     No     Referral to PAR 20.1.3  
 Additional Pages Attached:     Yes     No

This evaluation has been discussed with the employee. The employee's signature acknowledges receipt of this document and does not indicate agreement with the evaluation (5.4.3).

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

GRIEVANCE FORM

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):**

<b>Nature of Grievance (Be specific):</b>	Dates Received	
	LEVEL I	_____ Date _____ Int.
<b>Suggested Solution(s):</b>	LEVEL II	_____ Date _____ Int.
	LEVEL III	_____ Date _____ Int.
	ARBITRATION	_____ Date _____ Int.
For Respondent Use Only		

\_\_\_\_\_  
 Grievant's Signature

\_\_\_\_\_  
 Date of Submission

At Level One Filing: Copies to Supervisor, Association, Personnel and Grievant

Distribution at Level One Filing: White and Goldenrod – Supervisor; Green – Association; Canary – Personnel; Pink – Retained by Grievant

GRIEVANCE RESPONSE FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

**GRIEVANCE RESPONSE**

To: Grievant _____	LEVEL I	<input type="checkbox"/>	Date of Occurrence _____
From: Respondent _____	LEVEL II	<input type="checkbox"/>	Date of Oral Conference _____
Grievance No. _____	LEVEL III	<input type="checkbox"/>	Agreement Article No. _____
Date Grievance Rec'd. _____	ARBITRATION	<input type="checkbox"/>	Section No. _____
			Page No. _____

Response:

\_\_\_\_\_ Respondent's Signature \_\_\_\_\_ Date

**DISTRIBUTION:** WHITE-Grievant, GREEN—Association, *(Attach additional page(s) if necessary)*

## APPENDIX F

### SUMMARY OF BENEFITS PLAN DESCRIPTION

For Blue Shield PPO/HMO and Kaiser Benefits information, please log-on to:  
[www.sausd.us](http://www.sausd.us)

1. Click on: Business Services
2. Click on: Benefits
3. Click on: Explanation of Benefits



APPENDIX G

RETIREE BENEFITS AGREEMENT

SANTA ANA UNIFIED SCHOOL DISTRICT

Santa Ana, California

A G R E E M E N T

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, of Orange County, California, hereinafter referred to as the District, and \_\_\_\_\_, hereinafter referred to as the Retiree. Said Retiree has served in the SANTA ANA UNIFIED SCHOOL DISTRICT for \_\_\_\_\_ YEARS, and has been an employee of the District for the prior three consecutive years.

TERMS OF THE AGREEMENT:

1. This agreement shall commence \_\_\_\_\_.
2. Retirees and their spouses who are eligible for Medicare benefits from their employment or through their spouse's employment are required to enroll when first eligible in the Medicare Program, both hospitalization (Part A) and medical (Part B) at the employee's expense in order to qualify or continue qualification. Such coverage will be primary, with District benefits being secondary. Retirees and their spouses that are also eligible for Medicare Prescription Program (Part D) are required to enroll as soon as eligible in the the applicable District carrier program and/or comply with any District carrier requirements. Retirees and spouses who become eligible for any future coverage additions or changes to Medicare law must comply with those requirements.
3. The medical, dental and vision benefits (excluding life insurance) furnished to employees during the year of the coverage will be furnished to this retiree commencing \_\_\_\_\_, and ending \_\_\_\_\_. The benefits provided during retirement will be the same as provided to active employees at the same time (excluding life insurance) except in instances where the District active plan conflicts with the applicable District carrier Medicare plan requirements.



1           4.     From           , the District agrees to allow the Retiree to continue with  
2 the medical, dental, and vision benefits (excluding life insurance) as permitted  
3 by our vendors in effect at that time. Full premiums for these benefits will be  
4 paid to the District by the Retiree at the rate required. If the Retiree opts to  
5 continue coverage, he/she agrees to continue with the medical, dental, and vision  
6 benefits (excluding life insurance) selected from the date above and pay premiums  
7 either three months or six months in advance.

8           5.     If the retiree cancels his/her STRS/PERS retirement, this agreement  
9 will likewise be cancelled.

10           IN WITNESS THEREOF, the parties hereto have set their hands on the day and  
11 in the month and year above written.

12  
13 By \_\_\_\_\_ Date: \_\_\_\_\_  
14     Camille Boden  
15     Executive Director  
16     Risk Management

17 \_\_\_\_\_ Date: \_\_\_\_\_  
18 Signature of Retiree

19 \_\_\_\_\_  
20 Address                           City                           Zip Code

21 Phone (\_\_\_\_) \_\_\_\_\_ S.S.# \_\_\_\_\_  
22  
23  
24  
25  
26

## 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 (5) 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.

A. 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.

A. 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.2.3           Credit for Teaching Experience – Initial Salary Placement

IN.2.3.1           Credit for initial salary placement shall be granted on a year-to-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:

A. Service was for two consecutive semesters in the same school year.

B. Service was for two consecutive semesters in the same district covering two school years.

C. Salary adjustments for service credit submitted after the 45-day period of 2.1.1-A shall not be retroactive.

IN.2.3.2           Subsection IN.2.3.1-B 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:

A. The duties performed were similar to those expected in the position being filled; or

B. 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

C. 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 the 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.

A. 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, or comparable to, those 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). The Health Benefits Authority (HBA) shall determine comparability.

A. 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

- B. Coverage shall terminate at the end of the number of years of coverage indicated above or at age 70, whichever comes first.
- C. Any charges made to active employees will also be made to retirees unless otherwise negotiated.
- D. The benefits provided by the District shall be supplemental to any other medical benefits received by the retiree.
- E. 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.
- F. 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:

- A. Deliver completed retirement application and letter of resignation to the Human Resources Office.
- B. Produce proof of retirement intent (application to STRS or PERS).
- C. 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:

- A. Determine that the applicant meets requirements stated above.
- B. 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 the 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.

*Santa Ana Unified School District*

**Memorandum of Understanding  
between  
Santa Ana Unified School District  
and  
Santa Ana Educators' Association**

**March 25, 2009**

**"Elementary Class Size Grievances" Arbitration**

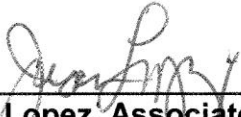
On February 4, 2009, SAEA agreed to withdraw its request for arbitration in the case dealing with the elementary class size grievances and in return for the withdrawal, the District and SAEA agree as follows:

1. As to fourth and fifth grade teachers only, one additional staffing unit shall be provided to an elementary school in accordance with sections 9.4 and 9.4.1 of the CBA between the parties in accordance with the following formula:

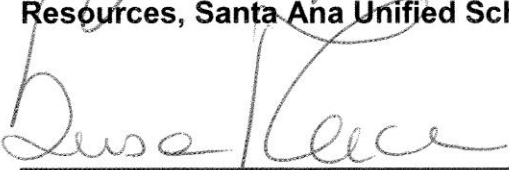
No. of 4 <sup>th</sup> & 5 <sup>th</sup> Grade Teachers at an Elementary School	No. of Students in 4 <sup>th</sup> and 5 <sup>th</sup> Grades Over an Average of 32* at Each School Requiring Additional Staffing Unit
4	16
5	20
6	24
7 or more	28

\* RSP are included in the 32 average but SDC is not.

2. This memorandum of understanding shall continue in effect so long as sections 9.4 and 9.4.1 of the agreement remain in their current form or as this MOU may be terminated or amended pursuant to mutual agreement.

  
\_\_\_\_\_  
**Juan Lopez, Associate Superintendent, Human Resources, Santa Ana Unified School District**

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Susan Mercer, President-Elect  
Santa Ana Educators Association**

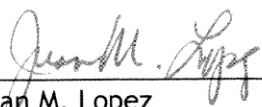
  
\_\_\_\_\_  
**Date**

SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
SANTA ANA EDUCATORS' ASSOCIATION

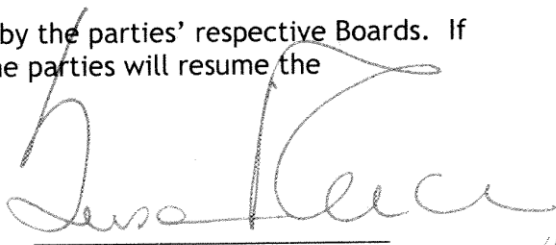
AGREEMENT WITH RESPECT TO THE INTERMEDIATE CLASS SIZE ARBITRATION

NOVEMBER 13, 2009

1. The Parties agree to a cap on Intermediate School class size to 40 students per teacher's class roster beginning with the 2010-2011 school year.
2. Effective October 1 of every school year, (excluding Visual and Performing Arts, Honors and P.E.) teachers who have classes with more than 40 students on the roster for 10 consecutive schools days will be compensated at the rate of \$10 per student per day, for a maximum of \$40 per day.
3. Both parties will work diligently to reduce the class size in the District, with an ultimate long-term goal of 36. In order to accomplish this, the parties agree that in the event the District receives an increase of 2% or more in its funded base revenue limit for two consecutive years, the current agreed upon cap of 40 will be reduced by one, to 39. The parties intend to review after the first adjustment whether or not to continue the formulation for reducing class size.
4. Intermediate class size issues will be discussed at the existing Class Size Joint Committee as defined in the High School Class Size Arbitration Settlement.
5. Intermediate schools that implement an eight (8) period day will have the agreed upon cap reduced by one (1) from the cap listed in #1, 2, and 3 above.
6. In the event that the parties are unable to resolve their issues regarding the implementation for this agreement, either party may request the assistance of a Mediator/Arbitrator.
7. This agreement is subject to approval by the parties' respective Boards. If either party rejects the Agreement, the parties will resume the mediation/arbitration process.

  
\_\_\_\_\_  
Juan M. Lopez  
Associate Superintendent, HR  
Santa Ana Unified School District

4/30/2010  
\_\_\_\_\_  
SAUSD Board Approval Date

  
\_\_\_\_\_  
Susan Mercer  
President  
Santa Ana Educators' Association

4/30/10  
\_\_\_\_\_  
SAEA Board Approval Date

**Santa Ana Unified School District and Santa Ana Education Association**

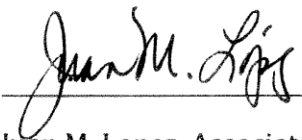
**Agreement with respect to the High School Class Size dispute – July 8, 2009**

1. The parties agree to use the concept of a cap on high school class size, with a cap of 40 students per teacher’s class roster.
2. Effective October 1, for courses with five or fewer sections per school (excluding classes in Performing Arts and P.E.), teachers who have classes with more than 40 students on the roster for 10 consecutive school days will be compensated with release time:

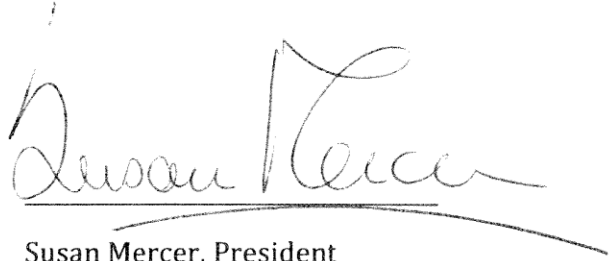
	41-42 students	43-44 students
1 or 2 periods	1 release period/semester	2 release periods/semester
3 or more periods	1 release day/semester	2 release days/semester

3. Effective October 1, for courses with six or more sections per school (excluding Performing Arts and P.E.), teachers who have classes with more than 40 students on the roster for 10 consecutive school days, will be compensated at the rate of \$10 per student per day, for a maximum of \$40 per day.
4. Both parties will work diligently to reduce the class size in the District, with an ultimate long-term goal of 36. In order to accomplish this, the parties agree that in the event the District receives an increase of 2% or more in its funded base revenue limit for two consecutive years, the current agreed upon cap of 40 will be reduced by one, to 39. The parties intend to review after the first adjustment whether to continue this formulation for reducing class size.
5. The parties will form a Joint Committee of 4 members (2 from SAEA and 2 from SAUSD) to assess the data, address issues and concerns, and jointly solve problems arising from this Agreement. The Joint Committee will meet on a monthly basis for the 2009-2010 school year, and as needed thereafter.

6. In the event that the parties are unable to resolve their issues regarding the implementation of this Agreement, either party may request the assistance of the Mediator/Arbitrator.
  
7. This Agreement is subject to approval by the parties' respective Boards. If either party rejects the Agreement, the parties will resume the mediation/arbitration process.



Juan M. Lopez, Associate Superintendent HR  
Santa Ana Unified School District



Susan Mercer, President  
Santa Ana Education Association




Mei L. Bickner, Mediator

Memorandum of Understanding  
Between  
Santa Ana Educators' Association (SAEA)  
and  
Santa Ana Unified School District (SAUSD)

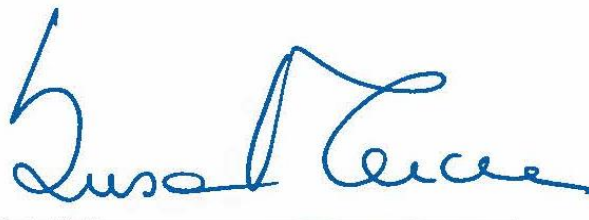
August 28, 2014

The following constitutes an agreement between Santa Ana Educators' Association (SAEA) and Santa Ana Unified School District (SAUSD) regarding AVID stipend for K-8 Schools.

- 1) For the 2014-15, the parties agree that AVID Coordinators in a K-8 setting, implementing AVID in grades 6, 7 and 8, will receive a stipend based on the number of AVID sections as stated in section 7.6.3.A of the Collective Bargaining Agreement (CBA).
- 2) In addition, AVID Coordinators in a K-8 setting will receive a flat stipend as stated in section 7.6.8.J of the CBA.
- 3) This MOU will stay in effect until the AVID Coordinator, in a K-8 setting, stipend is decided through the bargaining process.



Mark McKinney  
Associate Superintendent, HR  
Santa Ana Unified School District



Susan Mercer  
President  
Santa Ana Educators' Association

9/25/14  
Date

9/25/14  
Date

Memorandum of Understanding  
Between  
Santa Ana Educators' Association (SAEA)  
and  
Santa Ana Unified School District (SAUSD)

August 28, 2014

The following constitutes an agreement between Santa Ana Educators' Association (SAEA) and Santa Ana Unified School District (SAUSD) regarding the required number of Kinder instructional minutes.

- 1) The parties agree to this MOU due to the discrepancy that exists between the Collective Bargaining Agreement (CBA) and Ed Code as it relates to the required number of instructional Kinder minutes per year.
- 2) For the 2014-15, the parties agree to add one (1) minute to Wednesday's schedule, from 180 to 181 instructional minutes, in order to comply with the 36,000 yearly instructional minutes required by Ed Code.
- 3) For subsequent years, the parties agree to review the Kinder schedule and adjust the schedule to comply with Ed Code.
- 4) This MOU will stay in effect until this discrepancy between the CBA and Ed Code is resolved through the bargaining process.



Mark McKinney  
Associate Superintendent, HR  
Santa Ana Unified School District



Susan Mercer  
President  
Santa Ana Educators' Association

9/25/14  
Date

9/25/14  
Date