

CONTRACT

Between the

**ANAHEIM ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**ANAHEIM ELEMENTARY EDUCATION
ASSOCIATION**

CTA/NEA

For the period of

July 1, 2015 through June 30, 2017

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ARTICLE I

AGREEMENT

- 1.1 Agreement Clause -- This agreement is made and entered into this 16th day of February 2016, between the Anaheim Elementary School District, hereinafter referred to as "District," and the Anaheim Elementary Education Association, CTA/NEA, hereinafter referred to as "Association."
- 1.2 Duration – Except as otherwise provided herein, this Agreement shall be effective upon ratification by both parties and remain in full force and effect up to and including June 30, 2017, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no sooner than January 30, 2017, and no later than March 1, 2017, of its request to modify, amend, or terminate this Agreement. For the 2016-2017 school year, reopeners will be limited to Article X, Health and Welfare Benefits, Article XI, Wages, and two (2) additional articles selected by each party.
- 1.3 Recognition – The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Agreement, Appendix B, incorporated herein.
- 1.4 Effect of Agreement
- 1.4.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 1.4.2 If any provisions of this Agreement are held contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect.
- 1.4.3 This Agreement shall constitute the full and complete commitment between the parties and shall supersede all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written, signed statement to this agreement.
- 1.5 District Rights – It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided; establish its educational policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; build, move, or modify facilities; establish budget procedures and determine budgetary allocations. In addition, the District retains the right to hire, classify, assign, evaluate, and promote employees.

- 1.5.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms are in conformance with law.
- 1.5.2 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, but only for the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. For purposes of this Section, emergency is defined as an act of God or natural disaster, fire, epidemic, or power failure or other similar occurrences.

1.6 Association Rights

- 1.6.1 Publication of Agreement – The Association and the District agree to share equally in the cost of printing this Agreement, and to share equally in any state reimbursement for such costs which are subsequently received by the District. Both parties agree to expedite both the ratification and publication of this Agreement.
- 1.6.2 School Staff Lists – The District agrees to supply the Association with a school staff list by August 1 of each school year. The school staff list shall comply with unit member privacy rights required by law.
- 1.6.3 School Board Packets – The District will provide the Association with an electronic copy of the School Board Meeting packets at least forty-eight (48) hours in advance of a regularly scheduled Board Meeting, and twenty-four (24) hours in advance of a Special Board Meeting.
- 1.6.4 Nonconfidential Information – Upon request of the Association, the Board shall provide copies of prepared, nonconfidential information and reports.
- 1.6.5 Distribution and Posting of Materials – The Association shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building in areas frequented by unit members. The Association shall have the right to use the District mail service and individual unit member mailboxes so far as such use complies with the law. The Association shall provide a copy of materials distributed to unit members to the Site Administrators, Superintendent, and Assistant Superintendent.
- 1.6.6 Association Site Meetings – Association site meetings may be held outside the unit member’s instructional day. These meetings shall be coordinated through the site administrator's office.

- 1.7 Nondiscrimination – In the implementation of this Agreement, the District and the Association acknowledge that it is unlawful to discriminate on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, political affiliation, residency, marital status, or physical disability. The District shall not discriminate against any unit member based on membership or lack of membership or participation in the activities of the Association.

ARTICLE II

ORGANIZATIONAL SECURITY

- 2.1 Employee Rights – The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
- 2.2 Maintenance of Membership – Any unit member may terminate his/her membership in the Association within a thirty (30) day period following the expiration of this Agreement.
- 2.3 Agency Shop (Fair Share)
- 2.3.1 Any unit member who is a member of the Anaheim Elementary Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 2.3.2 Any unit member who is not a member of the Anaheim Elementary Education Association or who does not make application 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 unified membership dues, initiation fees and general assessments payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 2.3.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 2.3.1, 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 section 2.3.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

- 2.3.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Anaheim Elementary Education Association, CTA/NEA, except that 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 organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:
- 2.3.3.1 Anaheim Outdoor Science Education Foundation
 - 2.3.3.2 Foundation to Assist California Teachers
 - 2.3.3.3 Orangewood Children's Home
 - 2.3.3.4 Any other qualified charity mutually agreed upon by the fee payer and the Association.
- 2.3.4 Those who object to joining or financially supporting employee organizations, pursuant to section 2.3.3 above, shall submit proof of payment on an annual basis to the Association and District as a condition of continued exemption from the provision of sections 2.3.1 and 2.3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association.
- 2.3.5 Any unit member making payments as set forth in sections 2.3.3 and 2.3.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 2.3.6 With respect to all sums deducted by the District pursuant to sections 2.3.1 and 2.3.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 2.3.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 2.3 of this Article.
- 2.4 Hold Harmless
- 2.4.1 The Association agrees to indemnify the District, the Board, and their agents, representatives or employees, and hold them harmless against any and all claims, demands or suits arising out of this Article. The District, the Board, their agents, representatives or employees shall have the right to select counsel of their own choosing and the Association shall pay their reasonable legal costs of defense, including attorneys' fees, incurred in defending any such claims before the state

and/or federal courts or the Public Employment Relations Board. The Association shall pay any monetary award or judgment in any such action or proceeding.

- 2.4.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 2.4.1 shall be or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

- 3.1.1 A "grievance" is limited to an allegation by a unit member(s) or the Association of a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 3.1.2 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 3.1.3 A "grievant" is the unit member(s) or the Association who files a grievance.
- 3.1.4 A "day" is a day in which the Administrative Center of the District is open for business.
- 3.1.5 Grievance Representative – A grievance representative is any person designated by the Association to process grievances and to represent teachers in grievance meetings.

3.2 General Provisions

- 3.2.1 Time Limits – If a grievance is not processed by the unit member in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limits at any step, the grievant may proceed to the next grievance level. The time limits set forth herein may be extended by mutual agreement. Time limits for appeal shall begin to run the day following the receipt of the written decision by the grievant.
- 3.2.2 Grievance Adjustments – Adjustments to grievances shall not be inconsistent with the terms of the Agreement.

The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response at all levels.

- 3.2.3 Grievance Format – Grievances which proceed beyond the informal step shall be in writing on a form to be mutually developed, and shall be a clear, concise statement of the grievance including the specific provisions of the Agreement alleged to have been violated, the circumstances involved, and the specific remedy sought.

- 3.2.4 Representative – A grievant may present grievances to the District without intervention of the exclusive representative, or the grievant may elect to have an Association representative present at any level. The Association will pursue an individual's grievance only at the individual's request.
 - 3.2.5 Grievance Files -- Grievances shall be kept in a separate file in the Human Resources Office.
 - 3.2.6 Grievance Meetings – Grievance meetings shall be conducted at each step of the grievance procedure.
 - 3.2.7 Grievance Dispositions – The disposition of the grievance shall contain written rationale for the disposition. Unless the parties involved in the various steps have reached a compromise as to the wording of the remedy, the disposition shall be rendered by one of the following statements:
 - 3.2.7.1 Grievance sustained (remedy granted)
 - 3.2.7.2 Grievance denied (remedy denied)
 - 3.2.7.3 Grievance sustained in part (partial remedy set forth)
 - 3.2.8 No Reprisals – It is agreed that any grievant or party of interest or any participant in a grievance procedure shall be free of any reprisals
 - 3.2.9 Released Time – One (1) hour of released time may be granted at each level of the grievance procedure. Transportation time will be provided as needed.
 - 3.2.10 Informal Conference – Before filing a formal, written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- 3.3 Grievance Levels (formal)
- 3.3.1 Level I – Within twenty (20) days after the occurrence or knowledge of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.
 - 3.3.2 Level II – In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The administrators at this level shall communicate their decision in writing within ten (10) days after receiving the appeal. The Association may, in behalf of the affected teachers, initiate a grievance which affects more than one teacher in a single building, or teachers in more than one building at Level II. Release time shall be provided for the grievant and one (1) representative for any conferences called at Level II.

3.3.3 Level III

3.3.3.1 Mediation (Optional with mutual agreement by the parties) – In the event the grievant is not satisfied with the decision at Level II, the Association may submit a written request to the Superintendent or designee within ten (10) days after receipt of the decision from the Superintendent that the decision be submitted to mediation.

Upon written prior approval of the Superintendent or designee and within ten (10) days of the Association's written request, the parties shall agree upon a mediator, or if the parties are unable to agree, shall request the California State Mediation and Conciliation Service (CSMCS) to assign a mediator. The parties shall request the assigned mediator to schedule a mediation conference at the earliest possible mutually convenient time and location. However, in no case shall the mediation begin later than twenty (20) days after the mediator is assigned (If the assigned mediator is unable to calendar a conference within this time frame, the parties shall request CSMCS to assign another mediator whose schedule accommodates this timeframe.).

If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing. However, if no resolution is reached within thirty (30) days of the first scheduled mediation conference, either party may terminate the mediation.

The cost of the mediator, if any, shall be shared equally by the District and the Association.

3.3.3.2 Nonmediated Grievance – The Association may choose to exercise the option of bypassing mediation and within ten (10) days of the Superintendent's decision submit a request in writing to the President of the Board of Education for adjudication of the dispute. Within thirty (30) days of the receipt of the request, the Board of Education shall conduct a hearing on the grievance, render a decision, and communicate the decision to the parties of interest.

3.3.4 Level IV

Arbitrated Grievance – If the grievant is not satisfied with the decision at Level III, the Association may submit the grievance to arbitration-within ten (10) days of the Superintendent's decision; and the District shall comply with the request except in cases of disputed arbitrability which shall be provided for hereinafter. The Association and the District shall attempt to agree upon an arbitrator; and if no agreement can be reached in seven (7) days, the parties shall request the American Arbitration Association to administer the arbitration in accordance with its rules.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including fees for witnesses and conferees, or the costs of substitutes for witnesses and conferees, shall be borne by the party incurring them, except as provided elsewhere in this Article. The grievant and one representative shall be provided release time for any hearings at Level IV.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration.

However, if the District claims the grievance is not arbitrable and should be dismissed for reasons which do not go to the merits (e.g. mootness, untimeliness, subject matter beyond the scope of the grievance procedure) the District may cause its claim to be heard and ruled upon by an arbitrator prior to the arbitrator hearing the merits. If the District plans to invoke this claim, it shall so advise AEEA prior to the selection of the arbitrator to hear the merits of the alleged grievance. An arbitrator shall then be selected to hear this arbitrability claim.

The arbitrator to hear the arbitrability claim shall be selected pursuant to this section. If this arbitrator determines the grievance is arbitrable, he/she shall be selected to hear the merits unless there is mutual agreement of the parties. If the arbitrator determines the grievance is not arbitrable, such decision shall terminate Level IV.

- 3.3.5 The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The District and the Association shall not be permitted to assert to such arbitration proceeding any ground or rely on any evidence not previously disclosed. Both parties agree that the award of the arbitrator shall be final and binding.

ARTICLE IV

LEAVES OF ABSENCE

4.1 Sick leave – Personal Illness and Injury

4.1.1 Annual Sick Leave – Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. A unit member covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio that their employment bear to full-time employment.

4.1.2 Accumulated Sick Leave – If a unit member does not utilize the full amount of leave authorized, ten (10) days in any school year, the amount not utilized shall be accumulated from year to year.

4.1.3 Half-day Absence – A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted. A half-day shall be defined as the time when a unit member has worked 50% of their required workday.

4.1.4 Verification of Sick Leave

4.1.4.1 Physician's Statement – Unit members becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.

4.1.4.2 When the District has cause to believe that sick leave is being abused, the District may require verification.

4.1.5 Use of Sick Leave – Sick leave may be used for personal illness or injury and for disabilities contributed to by pregnancy and/or childbirth.

4.1.5.1 Leave for Pregnancy Disability – Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability.

Such leave shall not be used for childcare, childrearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

4.1.6 Statutory Leave - Extended Illness Leave – Any unused sick leave credit may be used by the unit member for sick leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy shall receive sixty percent (60%) differential pay for a period not to exceed 100 working days. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit.

4.1.7 Notification of Absences – In the event it becomes necessary for a unit member to be absent from his/her duties, he/she shall notify the District through the Substitute Reporting System as soon as possible. In the event a unit member is unable to utilize the Substitute Reporting System, contact shall be made with the Human Resources Department and/or School Site Administrator as soon as possible.

If a unit member fails to give due notice of his/her intention to return after an absence through the Substitute Reporting System, and the substitute appears for the day's work as a result of failure to receive such notice, the unit member's salary shall be charged the amount paid the substitute for the day.

A doctor's certificate is required for each absence due to personal illness of more than five (5) days duration.

4.2 Industrial Accident and Illness Leave – Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of the unit member's assigned duties.

4.2.1 Procedure – A unit member who has sustained a job-related injury shall report the injury on a District-approved accident report form within twenty-four (24) hours to the immediate supervisor. The unit member shall report any illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be examined and treated if necessary by a physician approved by the District's industrial accident insurance carrier.

4.2.2 Requirements

- 4.2.2.1 Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
 - 4.2.2.2 Allowable leave shall not be accumulated from year to year.
 - 4.2.2.3 Industrial accident or illness leave shall commence on the first day of absence.
 - 4.2.2.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 4.2.2.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same injury or illness.
 - 4.2.2.6 Any unit member receiving benefits as a result of this Section shall, during the periods of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside the state.
 - 4.2.2.7 During any industrial paid leave of absence, the unit member may endorse to the District the temporary disability and indemnity checks received on account of the industrial accident or illness. 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, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100 percent of the unit member's normal compensation.
- 4.2.3 Return to Service – A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.
- 4.3 Personal Necessity Leave – Credited sick leave may be used at the unit member's election for purposes of personal necessity provided that use of such personal necessity leave does not exceed the number of sick leave days accumulated by the unit member.

Personal necessity leave shall be limited to:

- 4.3.1 Death or serious illness of a member of the unit member's immediate family.
- 4.3.2 Accident involving person or property or the person or property of the unit member's immediate family.
- 4.3.3 Adoption, not to exceed thirty (30) unused, accumulated sick leave days per adoption.

A unit member shall notify the District in advance of taking such leave through the Substitute Reporting System. Unit members shall notify the immediate supervisor of the duration of the absence on a District-approved form when the expected leave is for more than three (3) consecutive work days. In no event shall a unit member be required to secure permission before utilizing such leave. However, the District reserves the right to request satisfactory verification.

- 4.4 Personal Business Leave – Credited sick leave may be used at the unit member’s election for purposes of personal business provided that the use of such personal business leave does not exceed ten (10) days in any school year. Up to four (4) additional days may be used in full day increments for paternity leave.

Personal business shall be defined as any purpose which cannot be handled outside normal working hours, but shall not include seeking another job, working another job, extension of a vacation period or holiday period, for recreational activities, or for reasons of personal convenience.

Unit members shall notify his/her immediate supervisor on a District-approved form at least three (3) days in advance of taking such leave, unless an emergency makes such advance notice impossible. Unit members shall, when possible, notify the immediate supervisor of the expected duration of the absence. However, the District reserves the right to request satisfactory verification.

- 4.5 Judicial Leave – Judicial and official appearance leave will be provided for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the unit member.

- 4.5.1 Procedure – The unit member seeking an official, judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor.

- 4.5.2 Requirements – The unit member may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

- 4.5.3 Compensation – A unit member granted a leave of absence under these provisions shall be granted full pay. Except for expenses reimbursed by other agencies, all fees collected by the unit member for such service shall be deposited with the District.

4.5.3.1 Judicial Leave – Upon the signing of this agreement, unit members who elect to defer jury duty to their off track time shall be compensated at the daily regular substitute rate in effect at the time of the unit member's service to the Court, not to exceed 10 days. In order to receive the substitute pay, the unit member must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee except travel allowance, paid to the employee for jury duty shall be remitted to the District.

4.6 Bereavement Leave – A unit member shall be entitled to three (3) days' leave of absence, or five (5) days if one-way travel of more than 250 miles is required, without loss of salary or deduction from other leave benefits found in this Article, on account of death of any member of his/her immediate family. In extreme circumstances, the unit member may apply for three (3) additional days above those indicated above.

For purposes of this provision, an immediate family member shall be limited to father, mother, husband, wife, child, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or like relationships of husband or wife, or any relative or close personal friend living in the immediate household of the unit member.

4.7 Sabbatical Leave – For the life of this Agreement, the District will maintain and implement sabbatical leaves as referred to in Appendix C.

4.8 Other Leaves Without Pay - Personal

4.8.1 A unit member may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

4.8.1.1 Unit members may take up to twelve (12) weeks of leave to care for an adopted or foster care child at the time of placement.

4.8.2 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, seniority, or tenure credit, may be granted for a period of up to one (1) school year for the following purposes:

4.8.2.1 Peace Corps or like service.

4.8.2.2 Service in an elected public office.

4.8.2.3 Long-term illness of the unit member.

4.8.2.4 Advanced professional study or academic training.

4.8.2.5 Care for a member of the immediate family who is ill.

4.8.2.6 Rest and recuperation upon physician's recommendation.

4.8.2.7 Teaching in a foreign country.

4.8.2.8 Travel with itinerary approved in advance by the Board of Education.

4.8.2.9 Child care.

4.8.2.10 Personal leave requests for additional reasons will be considered on an individual basis when circumstances dictate such consideration.

- 4.8.3 Requirements – A member shall not accept gainful employment while on personal leave of absence without the prior, written approval of the Superintendent.
- 4.9 Family Care and Medical Leave
- 4.9.1 Any unit member who has served the District more than one (1) continuous year shall be eligible to take up to twelve (12) weeks of unpaid family care and medical leave in a twelve (12) month period rolling forward from the date of the leave request under the provisions of state and federal law.
- 4.9.2 Family Leave may only be used for a unit member's serious illness or the birth, adoption, or serious illness of a child, or to care for a parent or spouse or like relationships of husband or wife, or any relative or close personal friend living in the immediate household of the unit member who has a serious illness.
- 4.9.3 The District may require verification of the necessity of the leave. In addition, the District may require the unit member to submit to medical examinations by a District appointed physician with a third physician tie breaker, if necessary, at District expense.
- 4.9.4 All available leaves, such as sick leave, personal necessity leave, and extended illness leave, must be used as part of the twelve (12) weeks of Family Leave.
- 4.9.5 The unit member must give as much advance notice as possible. For planned events, thirty (30) days advance notice is requested by the District.
- 4.9.6 Unit members' group health benefits as provided for in Article X, 10.2, shall be maintained during approved Family Leave. If the unit member fails to return to work at the expiration of Family Leave, the unit member shall reimburse the District for all health benefits paid during the Family Leave.
- 4.9.7 At the conclusion of Family Leave, the unit member will return to the same or comparable position.
- 4.10 Military Leave – Unit members ordered to military or naval duty shall be granted a temporary military leave of absence. No more than the pay for a period of thirty (30) calendar days shall be allowed for any one military leave of absence during any one fiscal year.
- 4.11 Administration of Leave Provisions
- 4.11.1 Return to Service – The unit member shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified.

Unit members requesting to return from a leave of absence prior to the agreed ending date or during the continuing school year will be assigned as soon as practicable to a position for which the unit member is qualified.

Personal leaves of absence granted to unit members for health reasons shall require the submission of a medical statement indicating the ability to assume assigned duties prior to return to active duty.

Teachers on unpaid leaves of absence shall be permitted to participate in District fringe benefit programs provided that the teacher pays his/her premium to the District, and as long as such procedure is permitted by the insurance carriers.

- 4.12 Organizational Leave – The Association president shall be granted one hundred percent (100%) release time from his/her normal assignment. The Association and the District will each pay fifty percent (50%) of the cost of the replacement teacher and fifty percent (50%) of the cost of the Association president.

In the event the Association cannot fund fifty percent (50%) of the cost of the replacement teacher and fifty percent (50%) of the cost of the Association president, the Association president shall be granted (50%) release time from his/her normal assignment and the Association will pay the full cost of the replacement teacher.

- 4.13 Tragedy Leave – A long-term, ninety (90) day leave may be granted to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this Section, a unit member approved for a tragedy leave must use up to seven (7) days of personal necessity leave under section 4.3 of this section prior to beginning this leave. For purposes of this Section, immediate family shall be defined as parents, siblings, spouse, or dependent children. A serious tragedy is an event which has created a disturbance in the life of the unit member to a point which makes it impossible to carry out his/her duties. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

- 4.14 Job Sharing Leave – The District may consider job share leave requests by teachers as the need rises. Unit members who wish to apply for a job share leave for the following school year shall notify the district by March 1 of the prior school year. The rules and procedures for job sharing are contained in District job sharing agreement. Upon request, copies of this agreement shall be made available to unit members. Job Share leave requests may be granted for one full school year and may be renewed on a year-to-year basis.

- 4.15 Catastrophic Leave Program – Bargaining Unit Members may participate in the District Catastrophic Leave Program as outlined in Appendix E.

ARTICLE V

TRANSFER AND REASSIGNMENT

5.1 Definitions

- 5.1.1 A transfer is defined as a change of school, but within the same position classification or from one position classification to another.
- 5.1.2 A reassignment is defined as a change in regular grade level or track assignment within the same school or site location.
- 5.1.3 Seniority shall mean the date upon which a bargaining unit member first rendered paid service in a certificated probationary position.
- 5.1.4 Classroom teacher is defined as a bargaining unit position that involves the responsibility of maintaining a class register for the purpose of student accounting.
- 5.1.5 A Teacher on Special Assignment (TOSA) is defined as a position in the bargaining unit that is not a Special Education position and does not involve the responsibility of maintaining a class register for the purpose of student accounting.
- 5.1.6 A Special Education position is a position that requires a Special Education credential under California law.

5.2 Criteria for Transfers and Reassignments – The administrator will consider each of the following criteria when making decisions regarding Transfers and Reassignments.

- 5.2.1 The needs and efficient operation of the District.
- 5.2.2 The qualifications including recent training.
- 5.2.3 The preference of the teacher.
- 5.2.4 The quality of service as determined by written evaluations.
- 5.2.5 Certification.
- 5.2.6 Seniority.

5.3 Employer-Initiated Transfer – Employer-initiated transfer is defined as an "involuntary transfer." The employer-initiated transfer shall be made when a change in enrollment necessitates transfer of unit members and/or conditions exist as enumerated under administrative transfer below.

- 5.3.1 Change in Enrollment – When the number of classroom teachers assigned to a school exceeds the classroom teacher allotment, an involuntary transfer shall be initiated according to the following procedures:

- 5.3.1.1 The site administrator shall notify classroom teachers of the number of

known surplus classroom teachers within his/her school prior to March 1.

- 5.3.1.2 An opportunity will be given to all unit members to discuss the needs of the building and to volunteer to transfer. Involuntary transfers shall not be made if a volunteer is available. If the number of volunteers is less than the number of surplus classroom teachers, the site administrator will initiate an involuntary transfer based on the criteria set forth in 5.2 as applied to all unit members assigned to a classroom.
 - 5.3.1.3 Any unit member selected under this procedure will be notified in a personal conference with the site administrator prior to posting of tentative assignments for the next school year. The site administrator shall provide the unit member with a letter indicating the reasons for the transfer.
 - 5.3.1.4 All involuntary transfers due to change in enrollment prior to the end of the school year shall be given priority consideration to vacant positions above all other requests as outlined in the sections dealing with voluntary transfers.
 - 5.3.1.5 Upon unit member request, made at the time of notification of involuntary transfer, return to the school from which the unit member was moved shall be granted if a vacancy occurs at that school prior to the beginning of school.
 - 5.3.1.6 If an involuntary transfer is necessitated due to change of enrollment after the beginning of the school year, the transferred unit member shall be informed as to grade level and schools available for immediate transfer.
 - 5.3.1.7 Unit members who have been transferred involuntarily under the above provisions shall be exempt from a transfer due to change in enrollment for a period of two (2) years. In cases where a transfer is initiated after January 1, the two-year exemption shall be in addition to the remainder of the transfer year.
- 5.3.2 Administrative – Transfers by the superintendent or her/his designee may be made due to irreconcilable personality differences.
- 5.3.2.1 Administrative transfers for the following school year shall be preceded by the following:
 - 1. Formal written notification of specific problems.
 - 2. A minimum period of three (3) months to allow for improvement.

3. Advance notice by March 1.
4. If there are extenuating circumstances, and after consulting with the Association, notice may be later than March 1 and/or the three-month period for improvement may be waived.

Each notification of intent to transfer should contain the specific reason for which the transfer is made.

5.3.2.2 Prior to approval, the transferee or the site administrator may request a time convenient to both parties for an interview with the Assistant Superintendent, Human Resources. Subject to the approval by the Assistant Superintendent, Human Resources, a letter of notification concerning such transfer shall be sent to the transferee.

5.3.2.3 Unit members may request an Administrative Transfer based on irreconcilable differences.

5.3.2.4 Administrative Transfers may occur at any time during the year, after consulting with the Association.

5.3.2.5 Unit members who have been transferred under the above provisions shall be exempt from an administrative transfer for a period of two (2) years. In cases where a transfer is initiated after January 1, the two year exemption shall be in addition to the remainder of the transfer year.

5.4 Voluntary Transfer Requests – Any unit member covered by this Agreement who desires a transfer shall file a request on a District-provided "Request for Transfer" form with the Assistant Superintendent, Human Resources, by April 15 of each school year. Copies of the form will be available on the District Web page.

5.4.1 Assignment – The assignment of unit members shall be determined by the District in accordance with the terms of this Agreement. When more than one unit member has applied for the same position, the unit member determined by the District to be the best qualified in terms of the criteria set forth in 5.2 shall be appointed.

5.4.2 The District shall give priority consideration to unit members currently serving in the school district prior to the time that new personnel is being assigned.

5.4.2.1 Transfers and assignments shall be made in the following order:
Priority No. 1 - Involuntary transfer requests.
Priority No. 2 - Voluntary transfer requests.
Priority No. 3 - Requests for assignment from leave of absence.

5.4.2.2 In all cases where two or more unit members with the same priority are seeking the same vacant position, the Assistant Superintendent, Human Resources, in consultation with the site administrator, shall

make the final decision for assignment.

- 5.4.2.3 Permanent and probationary unit members shall have priority rights over temporary unit members.

5.5 Vacancies and Assignments

5.5.1 Initial Transfer Period. All vacancies for the following school year received before April 15 shall be made known to all schools. To the extent possible, unit members shall be sent notification regarding the status of their request by May 15. If a transfer is to be made, the unit member and the immediate supervisor concerned shall be notified in writing of the new assignment.

5.5.2 Final Transfer Period. Final transfer period shall begin the day after the initial transfer period ends and shall conclude each year no later than ten (10) days prior to the last Single Track instructional day at 4:00 p.m. The last posting of known vacancies shall occur eight (8) work days prior to the close of the final transfer period.

5.5.2.1 The District shall post the vacancy on the District web page for five (5) work days; unit members must apply within the five (5) work day period.

5.5.2.2 Probationary and permanent unit members who have not yet started their work year and who apply shall be granted an interview. In cases where more than twelve unit members have applied for a transfer to the position, the District shall consider twelve candidates to interview. The site administrators shall determine which twelve candidates to interview based on criteria set forth in 5.2.

5.6 Mutual Exchange of Positions – Two unit members may initiate an exchange of site assignments for one (1) school year, providing there is agreement with the involved site administrators and exchange unit members. For Special Education exchanges, the Senior Director of Special Education Services/SELPA must also agree. If, at the conclusion of the school year all parties agree, the exchange of assignment shall become permanent.

5.7 Exchanged Day Assignment – Unit members who are assigned to a year-round site may elect to participate in exchanged day assignment(s). A unit member who is "off" track may exchange the assignment of a unit member who is "on" track for a period of not less than three (3), nor more than seven (7) consecutive days.

In order to participate in an exchanged day assignment, the following criteria shall be met:

1. The parties to the exchanged day assignment shall be assigned to the same site.
2. No cost to the District shall result from such exchange.
3. Approval for such an assignment must be obtained from the site administrator at least twenty-five (25) days prior to the first day of the exchanged assignment.

4. The parties to the exchanged day assignment must sign a written agreement for “pay back” of any days so exchanged under this section.
5. All approved exchanged days shall be completed within the same school year.

Unit members assigned to Special Education programs may participate in exchanged days with other unit members at any site, with verification of like credentials. Approval must be obtained from the Senior Director of Special Education Services/SELPA, in consultation with the site administrator(s).

5.8 Procedures for Reassignment

5.8.1 Employee-Initiated Reassignment Requests – Unit members may request and may be reassigned to a known vacancy when a unit member vacancy occurs for the next school year within his/her own building. If an employee initiated reassignment is made, it shall be based on the criteria set forth in 5.2.

5.8.2 Employer-Initiated Reassignment – Employer-initiated reassignment is defined as an "involuntary reassignment."

An involuntary reassignment may be made when change in enrollment necessitates reassignment of unit members. The site administrator will provide an opportunity for the unit member to discuss the pending reassignment in a personal conference.

Unit members who prefer not to be reassigned to another grade level, session, or track may request a transfer to another building and shall be treated as an involuntary transfer. Unit members who have been transferred under the above provision shall be exempt from an involuntary transfer for a period of two (2) years.

5.9 Track Assignments

5.9.1 Annual Assignments – By March 1st of each year, a staff meeting will be held to discuss all known vacancies for the next school year. By March 12th, unit members may make their requests for any changes known to the site administrator. By March 15th the site administrator will inform the unit members of the tentative assignments for the next school year.

5.9.2 Roving Assignments – Unit members of an impacted grade level will meet to determine a mutually agreed upon procedure for the selection of that grade level's roving assignment. In the event the unit members cannot reach a decision, the site administrator shall determine the procedure.

5.10 Preparation Time – Any unit member whose assignment is changed after the commencement of the school year may request and shall be granted up to three (3) days of release time for preparation within the first two weeks of the new assignment.

5.11 Teachers on Special Assignment – Unit members interested in vacant TOSA positions must submit an in-district application located on the District Web page. Such positions shall be posted for a minimum of five (5) work days on the District Web page.

5.11.1 Full-time Teachers on Special Assignment (TOSA) shall be given priority consideration for transfer/reassignment as follows:

5.11.1.1 When such a position is eliminated, the bargaining unit member displaced shall be given the opportunity for reassignment to a vacancy at that site after all classroom unit members at the site are assigned.

5.11.1.2 Bargaining unit members in the above positions who are displaced and who prefer not to be assigned to another position at that site or for whom there is no position at the site shall be treated as an employer-initiated (involuntary) transfer.

5.11.2 Part-Time Teachers on Special Assignment

TOSA positions that are increased during the school year shall be filled as follows:

1. When a certificated part-time TOSA position is being increased by less than 25%, the additional hours shall be offered to the incumbent.
2. When a certificated part-time TOSA position is being increased by 25% or more prior to February 1, the additional hours shall be posted as an opportunity for all eligible unit members.
3. When a certificated part-time TOSA position is being increased by 25% or more on or after February 1, the additional hours shall be offered to the incumbent.

5.12 Special Education Reassignment – Unit members assigned to Special Education shall be assigned as necessary to programs and school sites to meet the needs of the District. Special Education unit members shall be consulted prior to any involuntary transfer and shall be notified as soon as it is known a transfer may be necessary. The Senior Director of Special Education Services/SELPA shall provide an assignment preference survey regarding assignment/transfer preferences for the upcoming school year to all special education unit members along with the current known vacancies. If a special education unit member indicates an interest in a vacancy, the eligible unit member shall be granted an interview. The Senior Director of Special Education Services/SELPA shall consult with site administrators regarding the assignment of staff to special education vacancies.

5.13 GATE Positions – Unit members interested in vacant positions must submit an in-district application located on the District Web page. GATE teachers shall be accorded the same transfer and reassignment rights as teachers in the general education classes as described in Article 5.2, 5.3, 5.4 and 5.5 of the Collective Bargaining Agreement. GATE certification is required to be eligible for transfer to GATE positions during the Initial

Transfer Period. Unit members without GATE certification who transfer during the Final Transfer Period must agree to complete GATE certification during the initial twelve (12) months of GATE assignment.

- 5.14 Dual Language Immersion Positions – Unit members interested in vacant positions must submit an in-district application located on the District Web page. DLI teachers shall be accorded the same transfer and reassignment rights as teachers in the general education classes as described in Article 5.2, 5.3, 5.4 and 5.5 of the Collective Bargaining Agreement. DLI teachers shall hold BASP or state equivalent credential.
- 5.15 Nurse Positions – Nurses shall be assigned as necessary to programs and school sites to meet the needs of the District. Nurses shall be consulted prior to any involuntary transfer and shall be notified as soon as it is known a transfer may be necessary. The Director of Pupil Services shall provide an assignment preference survey regarding assignment/transfer preferences for the upcoming school year to all nurses along with the current known vacancies. If a nurse indicates an interest in a vacancy, the eligible unit member shall be granted an interview. The Director of Pupil Services shall consult with site administrators regarding the assignment of staff to nursing vacancies.
- 5.16 Counselor Positions – Counselors shall be assigned as necessary to programs and school sites to meet the needs of the District. Counselors shall be consulted prior to any involuntary transfer and shall be notified as soon as it is known a transfer may be necessary. The Senior Director of Special Education Services/SELPA shall provide an assignment preference survey regarding assignment/transfer preferences for the upcoming school year to all counselors along with the current known vacancies. If a counselor indicates an interest in a vacancy, the eligible unit member shall be granted an interview. The Senior Director of Special Education Services/SELPA shall consult with site administrators regarding the assignment of staff to counselor vacancies.

ARTICLE VI

PROCEDURES FOR EVALUATION

6.1 Formal Evaluation of Performance

6.1.1 Frequency – The District management shall evaluate all bargaining unit members no less than once every two (2) years. In addition, the District may evaluate each unit member annually and shall evaluate at any time during the school year if the unit member’s job performance is unsatisfactory or needs improvement.

The two (2) year evaluation cycle set forth above may be extended by three (3) additional years for permanent unit members who have been employed by the District at least ten (10) years, are highly qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluations for the past ten years contain overall ratings of satisfactory, meets or exceeds standards, if the member and current evaluator consent to this schedule. The unit member or current evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by either party shall be at their sole discretion.

The District and Association shall form a subcommittee to meet and recommend to the bargaining teams language that reflects current evaluation practices.

6.1.2 Evaluator – The evaluator shall be the unit member’s immediate supervisor and/or any other management employee who is so designated by District management.

6.1.3 Areas of Evaluation – Evaluation of unit members shall be based primarily upon the following areas and as it reasonably relates to each area:

6.1.3.1 Expected student progress and standards established by the District.

6.1.3.2 The instructional techniques and strategies used by the District.

6.1.3.3 Maintaining proper pupil control and maintaining a suitable learning environment within the scope of the unit member’s responsibilities.

6.1.3.4 Assessment of other duties normally required as an adjunct to the regular assignment.

6.1.3.5 Adherence to curricular objectives.

6.1.4 Preliminary Conference – Within the first thirty (30) teaching days, each unit member to be evaluated shall meet with the site administrator. The purpose of the conference shall be to:

6.1.4.1 Explain, interpret, discuss and distribute copies of the evaluation procedure.

6.1.4.2 Discuss District, school, grade-level programs and standards.

6.1.4.3 Review goals and objectives to maintain or improve the quality of the unit member’s instructional program as it relates to pupil progress.

- 6.1.4.4 Mutually agree upon written evaluation objectives, referred to in section 6.1.3 above, which may be revised during the course of the year by mutual consent.
- 6.1.5 Observations – The site administrator will complete a minimum of two (2) observations for each unit member being evaluated. An observation form must be completed and signed by the unit member and the site administrator for each observation. The observation form shall not be placed in the personnel file of the unit member.
- 6.1.5.1 Post-Observation Conference – A copy of the observation form shall be given to the unit member following a meeting between the site administrator and the unit member to discuss the observation and the site administrator’s notes. The observation form must be signed by the site administrator and the unit member. The unit member’s signature does not constitute endorsement of the site administrator’s notations, but is recognition that discussion has taken place and that the unit member has been given the opportunity to enter comments.
- 6.1.6 Preliminary Evaluation – The immediate supervisor shall meet with temporary and probationary unit members prior to December 15 to review each unit member’s performance and address areas of concern. This provision shall apply to unit members hired prior to October 1.
- 6.1.7 Final Evaluation – Evaluation and assessment conducted pursuant to this procedure shall be reduced to writing and a copy thereof be transmitted to the unit member not later than thirty (30) days before the last school day scheduled on the school calendar adopted for the school year in which the evaluation takes place. For those unit members assigned to the year-round program, the thirty (30) days applies to the last scheduled student day of a particular track. The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the evaluation and shall be retained in the employee’s personnel file. Before the last school day scheduled on the school calendar, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
- In working draft form, the site administrator shall state his/her opinion as to whether the goals and/or objectives agreed upon are being met. Such opinions must be based upon (with direct references to) the evaluation objectives and procedures as agreed upon between the site administrator and the unit member in the preliminary evaluation conference set forth in Section 6.1.4 of this Article.
- 6.1.8 Completion of Forms – All evaluation forms shall be completed so that they are factually accurate and so that they reflect performance within the context of the entire evaluation period.

6.1.9 Open Evaluation – Matters which will be used to evaluate a unit member shall be brought to the attention of the unit member in writing within a reasonable period of time following the date when the evaluator becomes aware of such matter.

6.1.10 Personal Activities/Use of Material – Evaluation of performance shall not be predicated upon lawful, nonschool-related, personal activities of unit members nor upon the unit member’s use of teaching materials, provided that such materials are consistent with the age and maturity level of the affected students and with District-approved educational and curriculum guidelines and policies.

6.2 Evaluation by Public

6.2.1 Evaluation of performance shall not be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from others, including parents and citizens, unless the following procedures have been adhered to:

6.2.1.1 With regard to such materials in the unit member’s personnel records, no such information shall be placed into the unit member’s file unless and until an investigation has established that the information is true.

When such information is established as factual, it may be reduced to writing by the site administrator and placed into the personnel file.

6.2.1.2 With regard to parent or citizen complaints, the unit member shall first be given written notice of same and an opportunity to resolve the matter with the appropriate administrator subject to any constraints mandated by law or appropriate investigatory agency.

6.3 Personnel Files

6.3.1 A complete personnel file is maintained in the Human Resources Office on each unit member. Confidential information from these files will not be given over the telephone. Confidential information will only be given if requested in writing by an agency entitled to receive such information.

6.3.2 Access – Materials in personnel files of unit members are to be made available for inspection by the unit members. Each unit member shall have the right to inspect or to have a representative, with written authorization, inspect such materials upon request, provided the request is made at a time when such person is not actually required to render services to the District. Such material does not include ratings, reports or records that:

6.3.2.1 Were obtained prior to the employment of the person involved.

6.3.2.2 Were prepared by identifiable examination committee members.

6.3.2.3 Were obtained in connection with a promotional examination.

- 6.3.3 Placement of Derogatory Materials – 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.

Such review shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary deduction.

Removal of material alleged to be inaccurate or unfair by the unit member shall occur only upon the direction of a judge, hearing officer, or arbitrator.

6.4 Constraints

- 6.4.1 A unit member shall not be formally evaluated by the utilization of standardized tests unless authorized by law.

- 6.4.2 Whenever the District identifies problem areas in a unit member's performance, which may require corrective action, the District shall adhere to the following:

6.4.2.1 Provide advance notice that corrective action is necessary.

6.4.2.2 Provide written assistance to the unit member in improving his/her performance in the areas identified. To the extent possible, such assistance will be mutually developed.

6.4.2.3 Make available to the unit member the resources necessary to alleviate the problems. Such resources may include printed matter, assistance of other unit members, District Office assistance, etc.

6.4.2.4 Provide written documented feedback regarding the unit member's progress in achieving improved performance. Such feedback shall be provided at least once prior to the final evaluation. The unit member and evaluator may mutually agree on additional number of written documentations.

- 6.4.3 A unit member shall not be evaluated based upon his/her selection and use of a particular teaching method, disciplinary technique, or other instructional technology, provided that the technique resulted in the pupils' progress and does not violate any administrative procedure.

- 6.5 Evaluation Forms – Prior to the adoption of any forms relating to the evaluation procedure, the District shall afford the Association notice and the opportunity to consult regarding the forms.

ARTICLE VII

HOURS OF EMPLOYMENT

- 7.1 School Calendar – After conferring with the Association, the teacher work year shall be set forth in the school calendar adopted by the Board of Education.
- 7.2 Reporting Time – Teachers shall be present at their building site not later than thirty (30) minutes before the opening of their class. Site administrators may modify this schedule for teachers who begin their classes fifteen (15) minutes earlier.
- 7.3 Workweek – Teachers shall work thirty-four and one-half (34.5) hours per week, fulfilling the provisions referred to in the Teacher’s Job Definition, 7.4. Attendance at two (2) school functions beyond the instructional day may be required by the building site administrator. Attendance at any school function beyond the instructional day shall not exceed two (2) hours.
- 7.4 Staff Meetings – The building site administrator shall require attendance at no more than one (1) sixty (60) minute before- or after-school staff meeting (exclusive of adjunct duties) per week. A minimum of one of these weekly meetings per month shall be a teacher-driven Professional Learning Community (PLC) meeting. Each PLC meeting agenda shall be submitted to and approved by site administrator two (2) business days prior to the PLC meeting. When possible staff meetings shall not be scheduled to occur during conference and report card preparation weeks, the week of required evening school function or the last week of the school year.

7.5 JOB DEFINITION FOR TEACHERS

BASIC FUNCTIONS

The teacher works as a member of the instructional staff under the direction of the assigned principal. The duties and functions of the teacher are directed toward a diagnostic and prescriptive approach to instruction. The identification of each pupil’s instructional levels and formulation of realistic and obtainable objectives are the primary responsibilities of the teacher utilizing the advice and aid of the building principal. The teacher is responsible for the progress of each pupil under their direction. The teacher’s instructional program is keyed to the content of the District Goals and Objectives.

TYPICAL RESPONSIBILITIES

1. Identifies and adjusts instructional objectives in terms of student need using District Goals and Objectives as guidelines.
2. Prepares and executes plans for effective teaching and provides substitutes with lesson plans and materials.
3. Evaluates pupil progress in relation to instructional objectives using available resources.
4. Maintains classroom control conducive to a suitable learning environment and does not leave a class unattended.

5. Supervises pupils on the grounds as well as in the school building.
6. Performs other professional and public relations oriented duties expected of teachers, namely:
 - a. Parent-Teacher Conferences, including informal conferences as needed.
 - b. Conferences with administrators and other teachers regarding students.
 - c. District committees, as assigned by the Superintendent.
 - d. Back-To-School Night Programs.
 - e. Selected PTA activities.
 - f. Sponsorship and supervision of student activities.
 - g. Teacher inservice programs.
 - h. Open House.
 - i. Staff meetings.
 - j. Other meetings and functions related to the instructional program as may be designated by the Superintendent or his/her representative.
 - k. Attendance at work/District site on non-student days.

- 7.6 Lunch Period/Breaks – Teachers shall have a forty-five (45) minute, duty-free lunch period which shall not be counted as part of the workweek and one (1) duty-free break in the morning of not less than ten (10) minutes during the students’ day.

The duty-free lunch period may be limited to thirty (30) minutes on days of inclement weather.

No less than one (1) working day prior to the day of the trip, agreements regarding duty-free lunch period and duty-free break for the day of the trip shall be mutually agreed upon between the affected unit member(s) and administration.

Except in the case of emergencies or inclement weather as determined by the principal or designee, no supervision duties shall be assigned to unit members before the student instructional day. No supervision duties during any period shall be assigned to unit members who are rovers.

- 7.7 Instructional Planning Days – Classroom teachers shall be provided with 11 student minimum days and 31 shortened days identified on the school calendar for instructional planning and preparation. Except in cases of emergency, no required school meetings shall be scheduled by the site administrator during the one-hour period of instructional planning time on the 31 shortened days.

- 7.8 Voluntary Participation – Establishment of the above hours of employment and additional professional responsibilities shall not restrict the right of the unit member to voluntarily participate in other school or District-related activities before or after the standard workday.

- 7.9 Workday Deviations – On days of an emergency release of pupils or on minimum pupil days or on days pupils are not in attendance, the workday shall be set by the Superintendent or his designee.

7.10 Work Year – The number of scheduled workdays for unit members shall be as follows:

Classroom and Special Education Teachers-----	184	Y-R
Teachers on Special Assignment-----	184	Y-R
Nurses -----	184	Y-R
Speech and Language Pathologists -----	184	Y-R
Counselors-----	184	Y-R

7.10.1 Extended Work Year – In order to operate the programs of the District in an efficient and effective manner, the District may determine that a bargaining unit position be extended beyond the contracted 184 days.

7.10.2 Posting – Should the District decide to extend the number of work days beyond 184 days, unit member shall be notified of the decision following the procedures outlined in 5.11 of this Agreement.

7.11 Minimum Instructional Minutes – Minimum annual instructional minutes in the District shall be as follows:

TK and Kindergarten: 36,050; Grades 1-3: 50,855; Grades 4-6: 55,181

7.12 Staggered Session – Should the District re-implement a staggered session schedule, those teachers impacted shall have the following rights:

7.12.1 On minimum days, PM teachers shall have the option to adjust their work hours to align with AM teachers, subject to prior approval of the site administrator and provided there is no change to the scheduled student instructional day.

7.12.2 Mutual Exchange of Hours – Subject to 24-hour notice to and approval from the site administrator, teachers who share a room may mutually exchange work hours.

ARTICLE VIII

CLASS SIZE

8.1 Class Size Averages

8.1.1 District-Wide Average Class Size – The average class size for the District shall not exceed twenty-eight (28).

8.1.2 School-Site Average Class Size – The school site class size average shall not exceed twenty-eight and one-half (28.5).

8.1.3 TK-3 Class Size (LCFF) –The average class enrollment for each school site in grades TK-3 shall not exceed twenty-eight and one-half (28.5).

The school-wide average for TK-3 class sizes shall be computed by dividing the total number of students in grades TK-3 at a site by the total number of full-time equivalent (“FTE”) classroom teachers for TK-3.

In the event the foregoing class sizes for grades TK-3 are found by an authority of competent jurisdiction to be inconsistent with Education Code section 42238.02(d)(3)(B) (i.e., LCFF), the Parties agree, upon the written request of either Party, to meet and negotiate to address any such inconsistency.

8.2 Maximum Class Size

8.2.1 The maximum class size for grades TK-3 shall be thirty (30) students.

8.2.1.1 The maximum class size for Kindergarten shall not exceed twenty-eight (28).

8.2.2 The maximum class size for grades 4-6 shall be thirty-three (33) students.

8.2.3 The maximum class size for combination grades shall be as follows:

Combination grades	TK/K- -26
Combination grades	K/1- - - 26
Combination grades	1/2 - - - 28
Combination grades	2/3 - - - 29
Combination grades	3/4 - - - 29
Combination grades	4/5 - - - 29
Combination grades	5/6 - - - 30

8.2.4 The District may exceed the maximums in Sections 8.2.1, 8.2.1.1, 8.2.2, and 8.2.3 of this Article by two (2) students in any class.

8.2.5 Special Education – The District agrees to maintain the RSP programs and to limit enrollment to twenty-eight (28) with the District average not to exceed twenty-four (24).

Special Day Classes – The District agrees to maintain Special Day Class size which will not exceed the maximum average of eleven (11) pupils throughout the District. Within this average of eleven (11), the District shall exert a reasonable effort to maintain a range of six (6) to fourteen (14) pupils in Special Day Classes. To the extent possible, classes containing the most severely handicapped students will be maintained at the lower end of the six (6) to fourteen (14) range. Should the class size reach fourteen (14), the affected unit member may request additional resources from the Senior Director of Special Education Services/SELPA. Such assistance shall be provided subject to the approval of the Assistant Superintendent, Education Administration.

8.3 Correction of Class Size Excesses – Both parties agree that fifteen (15) days from the beginning of each track’s instructional year shall be allowed to correct any excesses in class size before a grievance is filed. The District agrees to provide the Association with monthly copies of “Excess Class-Size Survey” and Summary of District Enrollment and Teachers’ Assignments.

8.4 Assistance for Class Size Excesses – Whenever class size in the District falls beyond the parameters listed in Sections 8.2.1, 8.2.1.1, 8.2.2, and 8.2.3, the District, upon request of the teacher, shall provide assistance to the teacher in the form of added resources. The site administrator, upon consultation with the teacher, shall present a plan to the Assistant Superintendent, Education Administration.

One Year Memorandum of Understanding (2016-2017)
regarding Class Size Overage Compensation

The Anaheim Elementary School District and Anaheim Elementary Education Association hereby enter into the following MOU regarding class size overage compensation, which will be effective during the 2016-2017 school year and will terminate on June 30, 2017.

8.4.1 Class Size Overage Compensation. The District will make every reasonable effort to balance case loads and stay within the class maximums. Class size overage compensation will be based upon average class enrollment per trimester. The average will be determined by adding the actual class enrollment of the two (2) designated days during each trimester, taking that total and dividing it by two (2). Whenever class size average in each trimester exceeds the parameters listed in Section 8.2.4 or the Special Day Class size maximum of fourteen (14) students listed in 8.2.5, the District shall compensate the impacted teacher \$150 per student up to two (2) additional students above the maximum listed in Sections 8.2.4 or 8.2.5 (Special Day Classes).

First Trimester: Days for determining overage compensation are the 20th day and 40th day of first trimester.

Second Trimester: Days for determining overage compensation are the 20th day and 40th day of second trimester.

Third Trimester: Days for determining overage compensation are the 20th day and 40th day of third trimester.

Overage compensation is paid per trimester. Aeries (or current student information management system) enrollment on the two (2) identified days in each trimester determines enrollment.

- 8.5 Special Day Class Pupils – When Special Day Class pupils are to be assigned for all or a portion of the school day into a regular classroom, the following procedures shall be adhered to:
- 8.5.1 The regular classroom teacher/s affected shall be consulted regarding such placement and their alternatives considered.
 - 8.5.2 When Special Day Class students are placed into the regular classroom, the District shall attempt to assure that such students are equitably distributed.
 - 8.5.3 In the assignment of RSP students to classrooms (usually accomplished in the spring) the District shall attempt to assure that such students are equitably distributed.

ARTICLE IX

SAFETY

- 9.1 Safe Working Conditions – The District recognizes the importance of maintaining safe working conditions.

A. Safety Program

The Director of Risk Management will coordinate safety programs, develop safety training for supervisors (to be conducted in conjunction with regular supervisory training), record accident data, and prepare periodic summaries to show safety performance, accident trends, and critical loss areas. The Director of Risk Management will serve as a regular member of the District Safety Committee.

B. District Safety Committee

The District Safety Committee shall consist of the Director of Risk Management, a site administrator, two foremen, one classified unit member, and one certificated unit member appointed by the Association. The committee will meet at least once every three months, or when appropriate, and will report directly to the Superintendent.

It is the committee's responsibility to formulate safety programs and procedures for recommendation to the Superintendent. It will review accidents, ascertain their causes, consider remedies, and explore means of creating and maintaining interest in accident prevention.

The District shall provide a safe and hazard-free work environment place for all bargaining unit employees.

All bargaining unit members shall report any unsafe working condition to the immediate supervisor of the department, and the District shall adhere to the California State Labor Law.

C. Site Safety Committee

A Safety Committee at the site level, reporting to the site administrator or department head, shall be formed. Its function shall be comparable at the site level to those of the District Safety Committee. This committee shall include at least one certificated unit member. This committee shall meet at least once each school quarter.

Site administrators and first-line supervisors shall be responsible for:

1. Providing employee safety training and education as needed at the job site. New employees are to be indoctrinated in safe practices as a part of their orientation and training. The Director of Risk Management will assist in preparing safety training programs and in supplying training aids.

2. Providing for immediate first aid and medical treatment to injured employees.
 3. Following established procedures for reporting of accidents.
 4. Investigating all employee accidents at the earliest practicable time, and preparing written reports when requested by the Director of Risk Management or the District Safety Committee. The Director of Risk Management may assist in the investigation.
 5. Maintaining safe work areas and equipment. They shall make formal monthly inspection of work areas and equipment with written reports to the Director of Risk Management listing unsafe conditions and steps taken to correct them.
 6. Securing and making available personal protective equipment to employees where necessary or required.
- 9.2 Disaster Procedures – Not later than October 1, site administrators shall review with the staffs the current procedures to be followed in each kind of disaster and possible classroom emergency. Copies of the procedures will be distributed to each unit member.
- 9.3 Physical Abuse of School Personnel
- 9.3.1 The unit member shall be informed of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts constituting grounds for suspension or expulsion if/when records are available. Any information received by a unit member shall be received in confidence and shall not be further disseminated by the unit member.
 - 9.3.2 Abuse of school personnel, assault or battery upon school personnel or threat of force or violence directed toward school personnel at any time or place which is related to school activity shall be reported by the unit member to their immediate supervisor and the supervisor in turn to the Superintendent.
 - 9.3.3 The District recognizes the right of the unit member to suspend for the day and the day following any pupil for any of the following infractions:
 1. Insubordination
 2. Consistent refusal to respond to direction
 3. Harassment of others
 4. Striking any school personnel
 5. Physically injuring others
 6. Damaging property
 7. Endangering the safety of self and/or others

The teacher will notify the site administrator who will upon request notify the parent. The site administrator will initiate upon notification by the teacher an immediate action to correct the problem. After conferencing, a pupil may be

detained, transferred, or suspended. Any student suspended by a teacher shall not be placed in another teacher's classroom during the period of suspension.

A written description of the rights and duties of teachers with respect to discipline, corporal punishment, and the right to suspend students shall be reviewed with the staff by the site administrator at the beginning of each school year.

- 9.3.4 Unit members shall immediately report cases of assault suffered by them in connection with their employment to the police.
 - 9.3.5 In the event of an assault or other emergency, it shall be the duty of the site administrator to immediately assist the teacher.
 - 9.3.6 Unit members may use reasonable action in the performance of their duties to insure the safety of themselves and others.
- 9.4 Vandalism – Unit members who need to assist in the preparation and/or repair of their classrooms resulting from a vandalism incident shall be compensated for any extra hours beyond normal building hours. Individual requests shall be by prior approval made through the building site administrator.
- 9.5 Reimbursement for Loss or Damage to Personal Property – The District shall, within legal limits, reimburse unit members for personal property lost or damaged within the scope of employment without the unit member's fault or negligence as follows: Reimbursement shall not exceed the deductible amount of the unit member's insurance policy or policies, or \$350, whichever is less. If no insurance coverage is in force, the reimbursement shall be based on the depreciated value of the property as determined by the District. Claims for reimbursement of \$15 or less shall not be considered.

No claim for reimbursement shall be considered unless the property concerned is directly related to the classroom curriculum and the unit member has received prior written approval from the site administrator for its use on school premises. No reimbursement shall be provided under this section for damage to a unit member's automobile, except in cases where the vehicle's tire(s) was slashed or window(s) broken while on District property during work time. This damage must be substantiated by an official police report validating that the incident occurred while the vehicle was parked on district property while the unit member is working. Claims for reimbursement must be in writing and must be received by the Director of Risk Management within forty-five (45) calendar days from the date of loss.

The District shall have discretion to require sales receipts, verification of insurance, and other information reasonably necessary to evaluate the unit member's claim.

ARTICLE X

HEALTH AND WELFARE BENEFITS

- 10.1 Mandated Benefits – Unit members who qualify will continue to receive those benefits which are mandated by law.
- 10.2 District Fringe Benefit Program – The District shall pay up to the specified monthly dollar amounts (based on twelve [12] months) indicated below for each carrier for each full-time unit member and his/her dependents.

	<u>Employee Only</u>	<u>Employee and One Dependent</u>	<u>Employee and Family</u>
BSC HMO + Rx	\$642.55	\$1255.60	\$1744.19
BSC PPO +Rx	\$758.46	\$1500.86	\$2098.39
BSC TRIO +RX	\$534.31	\$1056.14	\$1493.38
Kaiser	\$534.31	\$1056.14	\$1493.38
Delta Dental PPO	\$76.02	\$76.02	\$76.02
Delta Care HMO	\$25.00	\$41.33	\$60.90
BC Vision	\$8.01	\$8.01	\$8.01
Life Insurance	\$2.95		

The employee, through payroll deductions, shall pay any cost in excess of District contributions for dependents and family coverage.

The District shall pay full cost for “Employee Only” medical coverage for at least one plan as referenced above for eligible unit members.

The Employee’s monthly contribution for each carrier for each full-time unit member shall be as follows:

	Blue Cross/Blue Shield		
	<u>HMO or PPO</u>	<u>BSC TRIO</u>	<u>Kaiser</u>
Employee	\$0	\$0	\$0
Employee and One Dependent	\$50	\$10	\$10
Employee and Family	\$60	\$15	\$15

The District will provide a paid \$40,000 term life insurance benefit for unit members only.

Any unit member retiring on or after July 1, 2015, who resides out-of-state shall be entitled to receive the same premium amount provided to in-state retirees.

- 10.3 Replacement of Eye Glasses or Contact Lenses – The District will provide up to a maximum of \$150 for replacement of prescription eye glasses or contact lenses damaged or broken as a result of accidents occurring while the unit member is supervising pupils.

The District will not reimburse the unit member for costs related to eye examination. Accidents must be related to pupil activities which result in damage to the unit member's eye glasses or contact lenses.

Claims must be filed within three (3) working days of an accident on the appropriate District form and be approved by the immediate supervisor.

- 10.4 Health Benefits for Retirees – Employees shall be entitled to fully-paid health insurance benefits equal to current benefits provided personnel for all employees retiring from the Anaheim Elementary School District who are at least 55 years of age and have worked ten (10) or more years in this District. This benefit shall be discontinued at the end of the fiscal year in which the retired employee reaches the age of 65.

This benefit also applies to those employees receiving disability allowance payments under the State Teachers' Retirement System or the Public Employees' Retirement System.

Retirees may have the option of enrolling their dependents under the District Group Plan, but cost of dependent coverage shall be the sole responsibility of the retiree; and the retiree shall pay the premium cost in the manner required by the Board of Education.

- 10.5 Medicare – Unit members who reach the age of 65 and do not qualify for Section A or B of Medicare, either individually or by their spouse's eligibility, and have had eighteen (18) years of service shall receive the amount the unit member would receive for the Medicare premium for hospitalization and medical insurance. The contribution shall be applied toward the payment of the Medicare premium.

- 10.6 Insurance Committee – The insurance committee shall be comprised of not more than three (3) representatives appointed by AEEA, not more than three (3) representatives appointed by any of the other District employee groups, and not more than three (3) representatives appointed by the Superintendent or his/her designee. The purpose of the insurance committee shall be to analyze current premiums, benefits, trends, plan structures and program options which may be available, and to then provide recommendations to the parties of this contract regarding possible options. The representatives of AEEA and the District who are members of or consultants to the committee shall work in good faith toward this purpose.

The committee shall submit its recommendations, in writing, and by April 1 of each year, a variety of options to the parties of this contract. Upon receipt of these recommendations the parties shall begin negotiations on Article X within thirty (30) work days after receipt.

ARTICLE XI

WAGES

11.1 Salary Schedules

2015/2016 School Year

The 2014-2015 Salary Schedule shall be increased by four percent (4%), retroactive to July 1, 2015.

11.1.1 Effective July 1, 1999, Appendix A-1 is for non-credentialed unit members. This salary schedule has 4 steps. Upon completion of credentials, unit members shall move to the same cell on the salary schedule Appendix A and advance to the next step effective July 1st of the next school year.

As of July 1, 1999, all unit members without a credential who are beyond Step IV on Salary Schedule Appendix A shall be retained at their current salary step until obtaining a credential. The following July 1st they shall move to the next step.

11.2 Salary Schedule - Columns Defined – Each teacher shall be placed according to training in one of the following CLASSES of the Teachers Salary Schedule:

CLASS I – Teachers who have graduated from an accredited college or university requiring four years of training for Bachelor's Degree and an appropriate credential.

CLASS II – CLASS I requirements plus 30 units of upper division or graduate credit earned in addition to and after obtaining a Bachelor's Degree.

CLASS III – CLASS I requirements plus 45 units of upper division or graduate credit earned in addition to and after obtaining a Bachelor's Degree, or a Master's Degree from an accredited college or university.

CLASS IV – CLASS I requirements plus 60 units of upper division or graduate credit earned in addition to and after obtaining a Bachelor's Degree including a Master's Degree from an accredited college or university.

11.3 Service Credit Increment – A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. Effective July 1, 2015 the employee must have completed seventeen (17) years of certificated service credit.

Effective July 1, 2015, a certificated employee moves to the 25th Step after having completed 24 years of certificated service credit.

- 11.4 Step Advancement – Each unit member shall advance one (1) step for each paid full-time equivalent year of regularly assigned service in the District, effective beginning the ensuing year.

For full-time unit members, a year of service constitutes a minimum of 75% of a paid full-time equivalent year of regularly assigned service to the District.

For unit members on part-time contracts, a full-year of service constitutes a minimum of 75% of a paid full-time equivalent year of regularly assigned service in the District accumulated over consecutive school years. Paid contract days may be carried forward to subsequent consecutive years until a minimum of 75% of a paid full-time equivalent year of regularly assigned service in the District has been reached. Step advancement for eligible part-time unit members shall take effect beginning the next school year.

Service within a given year or years in excess of 75% can not be used as service toward another year.

- 11.5 Salary Schedule – Experience Credit –A unit member with previous certificated service experience outside the Anaheim Elementary School District may, for the purpose of being placed on the salary schedule, receive credit for his/her experience in a public school or approved private or parochial school. Credit for private or parochial certificated service experience shall be granted only if the experience has been within the preceding five years and the teacher would have been eligible for a California teaching credential during that time.

- 11.6 Pay Periods –Bargaining unit members shall be paid on a 12-month basis.

- 11.7 Daily Rate of Pay – Daily rate of pay shall be determined by dividing the teacher's annual salary by the number of days of required service as indicated in the adopted school calendar.

- 11.8 Mileage – Mileage allowance for unit members serving two (2) or more sites on the same day, conference attendance or like meetings shall be the current IRS established rate per mile with prior approval and authorization by the Board of Education.

- 11.9 Requirements for Column Advancement – Courses which meet any one of the following criteria with prior approval shall be accepted for salary schedule advancement:

11.9.1 An upper division course which is directly related to the teacher's current or potential future assignment with the District.
All courses must receive approval before being undertaken. Forms are available in each building.

- 11.9.2 An upper division course which is part of a program leading to an advanced degree and/or to meet certification requirements.
All courses must receive approval before being undertaken and after completion. Forms are available in each building.
- 11.9.3 Subsequent training shall be such work as is regularly taken in an accredited teacher training institution or its equivalent.
- 11.9.4 Effective July 1, 2010, an employee who has met the requirements for salary advancement shall be transferred to the appropriate column and appropriate step upon submission of official documentation to the District. In order to receive salary credit, a unit member must submit materials by the tenth of July to be effective August 1, or by the tenth of February to be effective March 1. Appropriate documentation are official transcripts. If the District is unable to meet the payroll deadline because of the County procedures and/or due dates, the payment will be made the following month and will be retroactive to the previous month.
- 11.10 Outdoor Education – Teachers who attend the Outdoor Education Programs shall receive \$150 per day in addition to their regular per diem.
- 11.11 Early Retirement Incentive – The District and the Association will jointly review early retirement options every other school year, beginning in 2014-15.
- 11.12 Unit members who wish to serve as substitute teachers shall be paid \$175 per day.
- 11.13 Extended Year Contracts – Unit members working an extended year contract shall be entitled to pro-rata sick leave days based on the number of additional days worked beyond the work year specified in Article 7.10.1.
- 11.14 Extra Work – Unit members who work additional hours shall be paid \$35.00 per hour effective December 1, 2014.
- 11.15 Combination Classes – An annual stipend of one thousand dollars (\$1,000) shall be provided to unit members assigned as of January 1 of each school year to combination grades, including Special Day Classes, under section 8.2.3.
- 11.16 Speech and Language Pathologists

Add Appendix A-4, 2014-2015 Speech & Language Pathologists Salary Schedule, creating a separate salary schedule for Speech & Language Pathologists and providing for a 5% salary increase from Appendix A-2, 2014-2015 Certificated Salary Schedule. The 5% salary increase will be retroactive to July 1, 2014.

The parties agree to enter into a three (3) year Memorandum of Understanding, creating a recruitment/retention incentive of \$5,000 which will be used as a recruitment tool and

will be provided to any new fully credentialed Speech and Language Pathologists that sign a contract with the District and agree to stay for a minimum of three (3) years. The \$5,000 will be paid to the unit member in the following manner:

- a. \$2,000 to be paid within 45 days after the first day of paid contracted service.
- b. \$1,000 to be paid within 45 days after the first day of contracted employment in the second year with the District.
- c. \$2,000 to be paid within 45 days after the first day of contracted employment in the third year with the District.

Should the unit member leave voluntarily or be terminated with cause prior to the end of year three (3), all monies paid in regards to this MOU will be refunded by the unit member to the district.

ARTICLE XII

CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities as contained in Board policy, or other interference with the operations of the District by the Association or by its officers or teachers during the term of this Agreement including compliance with the request of other employee organizations to engage in such activity.

It is understood that any teacher violating this Article may be subject to discipline up to and including termination by the District.

Neither the submission of this proposal nor the violation or expiration of this Article shall prejudice the District's legal position that the above activities are or may be independent violations of the law, illegal notwithstanding this Article.

ARTICLE XIII

DISCIPLINE

13.1 Procedures for Discipline

13.1.1 No unit member shall be reprimanded, reduced in compensation, suspended, or otherwise disciplined without reasonable and just cause.

13.1.2 Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.

13.1.3 Matters which arise and may subject a unit member to disciplinary action shall be brought to the attention of the unit member within a reasonable period of time following the date when the immediate supervisor became aware of such matters, or prior to the completion of the District's investigation of acts which lead to disciplinary action. Complaints not reported to the unit member under this section shall not be utilized in any evaluation or subsequent disciplinary action.

13.1.4 Normally, the District shall follow a "progressive discipline" procedure which utilizes the following steps:

13.1.4.1 Verbal Warning(s)

13.1.4.2 Written Warning(s)

13.1.4.3 Written Reprimand(s)

13.1.4.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined above.

In order to progress from one step to the next, there must have been a reoccurrence of like or related action that brought about utilization of the previous step or steps.

13.1.5 In the administration of the overall discipline program of the District, it will be clearly noted on any written discipline document if the discipline represents a:

13.1.5.1 Written Warning, or

13.1.5.2 Written Reprimand

ARTICLE XIV

UNIT MEMBER CONTRACT WAIVER PROCEDURE

Request by unit members for an individual school waiver of provision(s) related to Article VII of this Agreement shall be submitted to the District and the Association for written approval on approved AEEA and District forms.

The waiver request must be site specific, in writing, and include the following information:

1. Educational justification demonstrating how the proposed waiver would improve the teaching/learning process
2. A description of the proposed waiver
3. The parties impacted by the proposed waiver
4. Timelines for implementation
5. Staff development needs
6. Evaluation and review process
7. Signature of authors

Approval by the District and the Association of the waiver request shall be subject to internal procedures established by each party and shall not exceed one year or June 30, whichever is earlier. Annual waiver renewals may be requested by the affected unit members, shall include evidence of improved student learning, and shall be subject to the above procedures.

APPENDICES

Appendix A – A3	2015-16 & 2016-17 Credentialed and Non-Credentialed Certificated Salary Schedules
Appendix A4 – A7	2015-16 & 2016-17 Credentialed and Non-Credentialed Speech & Language Pathologists Salary Schedules
Appendix B	Recognition Letter
Appendix C	Sabbatical Leave Policy
Appendix D	Peer Assistance and Peer Review Program (PAR)
Appendix E	Catastrophic Leave Program
Appendix F	MOU dated 1/8/13 re: CLP
Appendix G	MOU dated 3/19/13 re: Early Bird/Late Bird
Appendix H	MOU dated 12/15/15 re: Extended School Year
Appendix I	MOU dated 10/17/14 re: Speech & Language Pathologists- Recruitment/Retention Incentive
Appendix J	MOU dated 6/15/16 re: Article 11, Wages Implementation
Appendix K	MOU dated 6/6/16 re: Health & Welfare Benefits

Anaheim Elementary School district
Human Resources Department

**2015-16 CREDENTIALLED SALARY SCHEDULE
(Based on 184 Days)**

STEP	Class I B.A.	Class II B.A. + 30 Units	Class III B.A. + 45 Units Or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$53,857	\$53,857	\$55,547	\$58,852
2	\$53,858	\$55,319	\$58,606	\$62,157
3	\$54,875	\$58,154	\$61,676	\$65,440
4	\$57,461	\$60,967	\$64,738	\$68,738
5	\$60,084	\$63,802	\$67,799	\$72,047
6	\$62,669	\$66,631	\$70,854	\$75,334
7	\$65,270	\$69,440	\$73,909	\$78,630
8		\$72,269	\$76,971	\$81,927
9		\$75,092	\$80,038	\$85,224
10		\$77,922	\$83,097	\$88,511
11			\$86,161	\$91,823
12				\$95,112
18			\$90,470	\$99,867
25			\$94,776	\$105,996

Effective 11/18/14, the additional compensation hourly Rate is **\$35.00**
(e.g. Intersession, read 180, etc.)

Service Credit Increment – A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. The employee must have completed seventeen (17) years of certificated service credit.

A certificated employee moves to the 25th Step after having completed 24 years of certificated service credit.

BOARD APPROVED: 4/13/16 (4% INCREASE ON 2014-15 SALARY SCHEDULE)
EFFECTIVE: 7/1/15

Anaheim Elementary School District
Human Resources Department

**2015-16 NON-CREDENTIALLED SALARY SCHEDULE
(Based on 184 Days)**

Step	Class I B.A.	Class II B.A. +30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$52,285	\$52,495	\$55,547	\$58,852
2	\$52,285	\$55,319	\$58,606	\$62,157
3	\$54,875	\$58,154	\$61,676	\$65,440
4	\$57,461	\$60,967	\$64,738	\$68,738

Effective 11/18/14, the additional compensation hourly rate is: **\$35.00**
(e.g. Intersession, read 180, etc.)

BOARD APPROVED: 4/13/16 (4% INCREASE ON 2014-15 SALARY SCHEDULE)
EFFECTIVE: 7/1/15

Anaheim Elementary School District
Human Resources Department

**2016-17 CREDENTIALLED SALARY SCHEDULE
(Based on 186 Days)**

STEP	Class I B.A.	Class II B.A. + 30 Units	Class III B.A. + 45 Units Or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$54,443	\$54,443	\$56,150	\$59,492
2	\$54,444	\$55,920	\$59,244	\$62,832
3	\$55,472	\$58,786	\$62,346	\$66,152
4	\$58,086	\$61,630	\$65,441	\$69,486
5	\$60,736	\$64,495	\$68,536	\$72,828
6	\$63,351	\$67,355	\$71,624	\$76,152
7	\$65,980	\$70,195	\$74,711	\$79,485
8		\$73,054	\$77,808	\$82,818
9		\$75,908	\$80,909	\$86,149
10		\$78,770	\$84,001	\$89,473
11			\$87,097	\$92,819
12				\$96,145
18			\$91,452	\$100,952
25			\$95,807	\$107,146

Effective 11/18/14, the additional compensation hourly Rate is **\$35.00**
(e.g. Intersession, read 180, etc.)

Service Credit Increment – A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. The employee must have completed seventeen (17) years of certificated service credit.

A certificated employee moves to the 25th Step after having completed 24 years of certificated service credit.

BOARD APPROVED: 4/13/16 (186 days)
EFFECTIVE: 7/1/16

Anaheim Elementary School District
Human Resources Department

**2016-2017 NON-CREDENTIALLED SALARY SCHEDULE
(Based on 186 Days)**

Step	Class I B.A.	Class II B.A. + 30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$52,285	\$52,495	\$55,547	\$58,852
2	\$52,285	\$55,319	\$58,606	\$62,156
3	\$54,874	\$58,153	\$61,676	\$65,440
4	\$57,461	\$60,967	\$64,738	\$68,738

Effective 11/18/14, the Additional compensation Hourly Rate is \$35.00.

**BOARD APPROVED: 4/13/16 (186 days)
EFFECTIVE: 7/1/16**

Anaheim Elementary School District
Human Resources Department

**CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
2015-16 SALARY SCHEDULE
(Based on 184 Days)**

Step	Class I B.A.	Class II B.A. +30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$56,550	\$56,550	\$58,325	\$61,794
2	\$56,551	\$58,085	\$61,537	\$65,264
3	\$57,618	\$61,062	\$64,760	\$68,712
4	\$60,335	\$64,015	\$67,974	\$72,175
5	\$63,088	\$66,992	\$71,189	\$75,650
6	\$65,803	\$69,962	\$74,396	\$79,101
7	\$68,534	\$72,911	\$77,604	\$82,561
8		\$75,882	\$80,820	\$86,024
9		\$78,847	\$84,040	\$89,485
10		\$81,818	\$87,252	\$92,936
11			\$90,469	\$96,414
12				\$99,868
18			\$94,994	\$104,860
25			\$99,516	\$111,296

Effective 11/18/14, the additional compensation hourly Rate is **\$35.00**
(e.g. Intersession, read 180, etc.)

Service Credit Increment – A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. The employee must have completed seventeen (17) years of certificated service credit.

A certificated employee moves to the 25th Step after having completed 24 years of certificated service credit.

BOARD APPROVED: 4/13/16 (4% INCREASE ON 2014-15 SALARY SCHEDULE)
EFFECTIVE: 7/1/15

Anaheim Elementary School District
Human Resources Department

**NON-CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
2015-16 SALARY SCHEDULE
(Based on 184 Days)**

Step	Class I B.A.	Class II B.A. + 30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$54,900	\$55,120	\$58,325	\$61,794
2	\$54,900	\$58,085	\$61,537	\$65,264
3	\$57,618	\$61,062	\$64,760	\$68,712
4	\$60,335	\$64,015	\$67,974	\$72,175

Effective 11/18/14, the Additional compensation Hourly Rate is \$35.00.

**BOARD APPROVED: 4/13/16 (4% INCREASE ON 2014-15 SALARY SCHEDULE)
EFFECTIVE: 7/1/15**

Anaheim Elementary School District
Human Resources Department

**CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
2016-17 SALARY SCHEDULE
(Based on 186 Days)**

Step	Class I B.A.	Class II B.A. +30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$57,165	\$57,165	\$58,958	\$62,466
2	\$57,167	\$58,716	\$62,206	\$65,973
3	\$58,245	\$61,725	\$65,463	\$69,460
4	\$60,991	\$64,711	\$68,714	\$72,960
5	\$63,773	\$67,720	\$71,963	\$76,470
6	\$66,519	\$70,723	\$75,206	\$79,960
7	\$69,279	\$73,705	\$78,447	\$83,460
8		\$76,707	\$81,699	\$86,959
9		\$79,704	\$84,955	\$90,457
10		\$82,708	\$88,201	\$93,947
11			\$91,452	\$97,460
12				\$100,952
18			\$96,024	\$106,000
25			\$100,597	\$112,503

Effective 11/18/14, the additional compensation hourly Rate is **\$35.00**
(e.g. Intersession, read 180, etc.)

Service Credit Increment – A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. The employee must have completed seventeen (17) years of certificated service credit.

A certificated employee moves to the 25th Step after having completed 24 years of certificated service credit.

BOARD APPROVED: 4/13/16 (186 days)
EFFECTIVE: 7/1/16

Anaheim Elementary School District
Human Resources Department

**NON-CREDENTIALLED SPEECH & LANGUAGE PATHOLOGIST
2016-17 SALARY SCHEDULE
(Based on 186 Days)**

Step	Class I B.A.	Class II B.A. + 30 Units	Class III B.A. + 45 Units or M.A.	Class IV B.A. + 60 Units Including M.A.
1	\$55,496	\$55,719	\$58,958	\$62,466
2	\$55,496	\$58,716	\$62,206	\$65,973
3	\$58,245	\$61,725	\$65,463	\$69,460
4	\$60,991	\$64,711	\$68,714	\$72,960

Effective 11/18/14, the Additional compensation Hourly Rate is \$35.00.

**BOARD APPROVED: 4/13/16 (186 days)
EFFECTIVE: 7/1/16**

RECOGNITION LETTER

The District recognizes the Anaheim Elementary Education Association affiliated with the California Teachers Association and the National Education Association as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, et seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

Teachers
Nurses
Counselors
Speech and Language Specialists

and excluding all other positions not designated, including but not limited to:

Management Positions

Superintendent
Assistant Superintendents
Directors
Coordinators
Curriculum Specialists
Site Administrators
Leadership Assistants
Psychologists
Program Specialists
Consultants

Others

Substitute Teachers

The Anaheim Elementary Education Association agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions, except in classifications created after this agreement.

SABBATICAL LEAVE

A teacher may be granted up to one year of sabbatical leave for the purpose of study or travel, or the pursuance of other activities approved by the Board of Education or its delegated authority, which will benefit the schools and pupils of the District, provided that:

- 1) The teacher shall have completed at least seven consecutive years of service in the District immediately preceding the year of leave.
- 2) The teacher shall perform such services during his/her year of sabbatical leave as he/she and the Board of Education may agree upon in writing.

Three teachers may be granted sabbatical leaves each year. Such sabbatical leave shall be considered as a year of teaching in the Anaheim City Schools for salary purposes. The Board of Education reserves the right to cancel leave availability due to financial limitations.

A teacher on sabbatical leave shall receive 60% of his/her regular salary for that year as compensation. This compensation shall be paid in the same manner as if a teacher on sabbatical leave were teaching in the Anaheim City Schools. In lieu of bond, the Board of Education may declare that the interests of the District will be protected by the regular agreement of the teacher to render two (2) years of service to the District following his/her return from leave.

At the expiration of the sabbatical leave of absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in a position held by him/her at the time of the granting of the leave of absence (Education Code 44973).

A teacher on sabbatical leave shall be subject to all legal provisions pertaining to teachers on sabbatical leave.

Administrative Procedures, Sabbatical Leave

- 1) The purpose of the sabbatical leave is to improve the teaching skills and competencies of the employee which can be identified as a benefit to pupils and the school district.
- 2) An applicant for sabbatical leave not assigned as a teacher shall be reclassified to a teacher status for sabbatical leave purposes. Compensation shall be the same as for teachers and based upon the salary the employee would receive if he/she were on the Teachers Salary Schedule.
- 3) Additional Professional Study -- Applicants who submit a detailed program of study for sabbatical leave of absence shall normally undertake a full load of at least twelve semester hours of upper division or graduate work per semester or the equivalent thereof. A transcript of work taken and grades earned or the description of work completed or experience acquired shall be filed before returning to duty.
- 4) Acceptable Travel – Applicants who desire to travel must submit a detailed statement of the proposed itinerary. Acceptable travel is defined as travel with an educational purpose and must be related to the school work of the employee.

Sabbatical Leave (Continued)

- 5) Deadline for Applications -- Applications for sabbatical leave for the following school year must be filed with the Human Resources Department on or before the third Friday of the fifth school month, or by Friday of the fourth school month for mid-year applicants.
- 6) Notification to Applicants -- All applicants will be provided written notification from the Sabbatical Leave Committee within thirty (30) days following the application deadline date. Applicants receiving “not recommended” notifications will be given the reason for the decision.
- 7) Sabbatical Leave Committee -- The applicant’s service record, application for leave, proposed itinerary, and/or other supportive evidence shall be reviewed by a sabbatical leave committee. This committee shall be appointed by the Superintendent. Appointments will be for three-year terms or complete the terms of members who resign or retire. The committee shall consist of:
 - a. Assistant Superintendent, Human Resources
 - b. Assistant Superintendent, Education-Administration
 - c. Four classroom teachers
 - d. One representative from Support Service Staff

The committee shall evaluate applicants and recommend either “consideration warranted” or “not recommended for this year.” The criteria shall include: Program proposed for sabbatical leave, value to be received by pupils and the District from the leave, number of years of service in Anaheim Elementary School District, professional attitude and record of performance in the school district. Upon request of the Superintendent, the committee shall establish an order or priority for those reported “consideration warranted.”

- 8) Evidence of Fulfillment of Travel Leave -- Each employee who has been on sabbatical leave shall file with the Sabbatical Leave Committee a written report not later than sixty (60) days after return to duty. Such report shall contain detailed data as to the leave activities together with the employee’s appraisal of the professional value of the experience gained on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school, and any other data necessary for a satisfactory report. The employee shall not be considered as having completed the requirements of a sabbatical leave until the report has been reviewed by the Sabbatical Leave Committee and approved by the Superintendent and the Board of Education.
- 9) Failure to Complete Requirements -- In the event the employee fails to return to render two (2) full years of service or fails to carry out satisfactorily the program of study, research, or educational travel, the employee shall reimburse the District for compensation received.

PEER ASSISTANCE AND PEER REVIEW PROGRAM (PAR)

1.0 The PAR Panel

- 1.1 The Peer Assistance and Review Program shall be administered by a PAR Panel. The PAR Panel shall be composed of seven members; four classroom teachers selected by a vote of bargaining unit members and three administrators selected by the District. At election, a teacher on the PAR Panel is currently a classroom teacher who has for at least five (5) of the last seven (7) years been a full-time teacher with permanent status.
- 1.2 The PAR Panel shall set its own meeting schedule and agenda, at a time and place to be determined by the PAR Panel. A quorum shall be required to conduct business and shall consist of at least three teacher members and at least two administrators. The PAR Panel shall select its Chairperson by consensus, if possible, and failing that, by majority vote. The chair shall thereafter rotate on an annual basis between teacher members and administrator members. Teacher members of the PAR Panel shall receive release time to perform their duties and shall be compensated at a rate of \$1,800 per school year.
- 1.3. Teacher members of the PAR Panel shall serve for three (3) year, staggered terms. Should a member retire from the PAR Panel prior to the end of the three years, their replacement shall serve out the balance of that term.
- 1.4 The duties and responsibilities of the PAR Panel shall include the following:
 - 1.4.1 Establish its own rules of procedures.
 - 1.4.2 Select the trainers and provide training for members of the PAR Panel and Consulting Teachers, subject to consensus approval.
 - 1.4.3 Prepare written guidelines for Consulting Teachers and their activities.
 - 1.4.4 Determine the number of, application procedures and selection of Consulting Teachers in any given school year, based on PAR participation, subject to consensus approval.
 - 1.4.5 Assign Consulting Teachers to Participating Teachers, in consultation with the Participating Teacher's evaluator.
 - 1.4.6 Review assistance plans and assistance plan progress reports prepared by Consulting Teachers.
 - 1.4.7 Forward the names of Referred Participating Teachers to the Governing Board prior to March 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.
 - 1.4.8 Evaluate the effectiveness of the Consulting Teachers in the role of Consulting Teacher.
 - 1.4.9 Prepare an annual review of the PAR Program, including recommendations for improvement.
 - 1.4.10 Refrain from taking any actions which exceed the annual budget for the PAR Program approved by the Board.

2.0 The Consulting Teachers

- 2.1 The PAR Panel shall create a cohort of Consulting Teachers. From this cohort, a group shall be selected to provide assistance to Participating Teachers pursuant to the PAR Program. No Consulting Teacher who is teaching in a full-time assignment shall have a caseload of more than two (2) Participating Teachers.
- 2.2 A Consulting Teacher is a teacher who has the following qualifications:
 - 2.2.1 At least two (2) years of the last 7 years experience in the District as a full-time classroom teacher with permanent status.
 - 2.2.2 Exemplary teaching ability, as indicated by mastery of subject matter, effective classroom management skills and an awareness of and experience with the latest teaching strategies designed to meet the needs of students in different contexts.
 - 2.2.3 Ability to communicate effectively both orally and in writing.
 - 2.2.4 Ability to work cooperatively and effectively with other teachers and administrators.
- 2.3 Consulting Teacher positions shall be filled by the District posting the position for a period of not less than twenty (20) working days. A teacher may apply for a Consulting Teacher position by submitting a completed application prepared by the PAR Panel. Based on criteria set forth in 2.2 and a reference from the site administrator or immediate supervisor, candidates shall be selected for an interview by the PAR Panel. Part of the interview process shall include the observation of each candidate by three PAR Panel members, one of whom shall be an administrator member. Consulting Teachers shall be selected by majority vote by the PAR Panel.
- 2.4 Consulting Teachers shall be appointed to two-year terms and a teacher may not serve in the position for more than two (2) consecutive terms.
- 2.5 Consulting Teachers selected to serve shall receive an annual stipend in the amount of \$1,800 per assigned Referred Participating Teacher, and/or an annual stipend in the amount of \$1,000 per assigned Voluntary Participating Teacher.
- 2.6 Consulting Teachers shall provide assistance to Participating Teachers which may include, but not be limited to, the following activities:
 - (a) providing assistance in the specific California Standards for the Teaching Profession targeted by the evaluating site administrator.
 - (b) meeting and consulting with the site administrator regarding the nature of the assistance being provided;
 - (c) conducting observations of the Participating Teacher during periods of classroom instruction;
 - (d) arranging for the Participating Teacher to observe the Consulting Teacher or other selected teachers;
 - (e) attending training in specified teaching techniques or in designated subject matter;
 - (f) demonstrating effective instructional practices for the Participating Teacher;

- (g) maintaining appropriate records of each Referred Participating Teacher's activities and progress;
- (h) meeting regularly with the PAR Panel regarding Participating Teachers.

3.0 The Participating Teacher

Teachers may participate in the Peer Assistance Program in one of two ways: By being referred based on receiving a score of 3 or higher on the Certificated Evaluation Rubric or by voluntary self-referral.

3.1 A Referred Participating Teacher is a permanent teacher who received a score of 3 or higher on the Certificated Evaluation Rubric as defined by standards 1-5 of the California Standards for the Teaching Profession.

3.1.1 During the term of Referred participation in the PAR Program, Participating Teachers shall remain at the school site where the score of 3 or higher on the Certificated Evaluation Rubric was received, except by agreement of the Assistant Superintendent of Human Resources, the Participating Teacher, and the PAR Panel.

3.2 A Volunteer Participating Teacher is a permanent teacher who has not been referred to PAR and has volunteered for peer assistance by an assigned Consulting Teacher.

3.2.1 Volunteer Participating Teachers shall receive peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. Neither the Consulting Teacher nor the PAR Panel shall forward to the Board the names of Volunteer Participating Teachers. The Volunteer Participating Teacher may terminate his/her participation in the PAR Program at any time.

Volunteer Participating Teachers are individuals who wish to grow and learn with the assistance of a peer, or who may be seeking assistance due to a change in assignment or the implementation of new curriculum.

3.2.2 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer Participating Teacher, shall not be shared with others, including the site administrator, the evaluator, or the PAR Panel.

3.3 In the event that there are an excessive number of Participating Teachers in a given school year, the PAR Panel may limit the number of Volunteer Participating Teachers.

4.0 Procedures for Peer Assistance and Peer Review Program

4.1 The site administrator shall notify the teacher of the referral to PAR for assistance and forward a copy of the evaluation to the PAR Panel by May 30.

Volunteer participants must complete the PAR Application by June 30. The June 30 date may be extended by the PAR Panel based on extenuating circumstances.

4.2 Within a reasonable period of time, the PAR Panel shall send a confirmation to the Participating Teacher of his/her participation in the PAR program. The PAR Panel shall select a Consulting Teacher for the Participating Teacher.

- 4.3 The Consulting Teacher, the site administrator of the Referred Participating Teacher, and the Referred Participating Teacher shall meet to discuss areas for improvement.
 - 4.4 Based on the meeting (4.3) and one classroom observation of the Referred Participating Teacher, the Consulting Teacher and Referred Participating Teacher shall prepare an Assistance Plan which will include the goals and objectives for improvement (written by the site administrator) and the process for determining successful completion of the PAR Program. A copy of the Assistance Plan is to be submitted to the PAR Panel to review and approve the plan, and provide such modifications to the plan as necessary.
 - 4.5 During the year of Peer Assistance, the Consulting Teacher shall conduct multiple classroom visitations of the Referred Participating Teacher during classroom instruction. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall appear before the PAR Panel for discussion and review of written Assistance Plan Progress Reports in intervals of at least 30 school days. The written Assistance Plan Progress Reports shall be on forms approved by the PAR Panel and shall include an assessment as to whether the Referred Participating Teacher is making satisfactory progress toward meeting the goals and objectives for improvement.
 - 4.6 On or before March 1, the Consulting Teacher shall complete a final report of the unit member's participation in the PAR Program consisting solely of: (1) a description of the assistance provided to the Referred Participating Teacher; and (2) a description of the results of the assistance in the targeted areas in terms of the current skill level of the Referred Participating Teacher. This report shall be submitted to the PAR Panel, with a copy also submitted to the Referred Participating Teacher and the site administrator. The Participating Teacher must sign the report, but the signature does not imply agreement, only an acknowledgment of receiving the report. The Referred Participating Teacher shall have the right to reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report. The Referred Participating Teacher also shall have the right to request a meeting with the PAR Panel and to be represented at this meeting by the Association Representative of his or her choice.
 - 4.7 The Final Report may be used by the District in any personnel decisions or proceedings regarding the Referred Participating Teacher.
 - 4.8 The Referred Participating Teacher shall continue participating in the PAR Program until the PAR Panel determines the teacher no longer benefits from participation in the PAR Program, the teacher has not been referred to PAR, or the teacher is separated from the District. The District has the sole authority to determine whether the Referred Participating Teacher has been able to demonstrate satisfactory improvement.
 - 4.9 All documentation generated through the PAR Program shall be treated as personnel records and shall be confidential to the extent permitted by law.
- 5.0 Other Provisions
- 5.1 The functions unit members perform as Consulting Teachers or PAR Panel members shall not constitute either management or supervisory functions, except to the extent required by the PAR program and the provisions contained herein.

- 5.2 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as provided by the California Government Code Tort Claim Act.
- 5.3 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and the certified Collective Bargaining Agreement between the District and the Association.
- 5.4 Because the majority of the members are unit members, these provisions are not subject to the grievance procedure contained within the collective bargaining agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations.
- 5.5 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association at any time.
- 5.6 The PAR Program shall be contingent upon the continuation of direct State funding.

**Anaheim Elementary School District
Human Resources Department**

CATASTROPHIC LEAVE PROGRAM

Revised December 11, 2013

1. Creation

- a. The Association and the District agree to create a Catastrophic Leave Program effective October 1, 2010. The Catastrophic Leave Program shall be funded according to the terms below.
- b. Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the unit member for an extended period of time, involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the unit member because he or she has exhausted all of his/her sick leave and other paid time off.
- c. Not covered: Conditions, illnesses, or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents which are covered under the workers' compensation insurance program.
- d. This program will not be operational until the total sick days donated reach 100.

2. Administration for the Catastrophic Leave Program

- a. The Catastrophic Leave Program Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Program (CLP), receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating decisions in writing to unit member participants, the Association, and to the District.
- b. The Committee's authority shall be limited to the administration of the CLP.
- c. The Committee shall be comprised of two representatives from the Association, and two representatives from the District. Participation on the Committee shall be voluntary and unpaid. In the event of a decision deadlock, the Association President and the Superintendent shall agree on a third-party to break the deadlock.
- d. Unit members applying to withdraw or extend a withdrawal from the CLP will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of the absence from work.
- e. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as needed to process the request for withdrawal from the CLP.
- f. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, where feasible within ten (10) working days of the receipt of the application.
- g. The maximum number of work days a unit member will be allowed to request at one time for a single catastrophic illness/injury shall not exceed twenty-five (25) work days. A unit member may request a specific number of days when the request is submitted on the form available in Human

Resources. The unit member may request up to an additional twenty-five (25) work days, should the condition continue, by filing an additional request for consideration to the Committee.

- h. Open Enrollment for the CLP shall be annually from July 1 through the close of open enrollment for Health and Welfare.
- i. Within 30 days after the close of open enrollment, the District shall notify the Committee of the following:
 - i. The total number of accumulated days in the CLP on June 30th of the previous school year.
 - ii. The number of days contributed by unit members for the current year.
 - iii. The names of the participating unit members.
 - iv. The total number of days available in the CLP.
- j. The unit member must waive any and all claims against the Association, the Board, the District and its officers and unit members arising from the administration of the CLP program.
- k. If the CLP is terminated for any reason, the days remaining in the CLP shall be returned proportionately to all current and former members of the CLP who are current employees of the District (as allowable under retirement system rules).

3. Eligibility, Contributions, and Withdrawals

- a. All full-time, permanent unit members who have been on active duty with the District (with the exception of breaks in service due to layoff) for at least the last two (2) consecutive years are eligible to contribute to the CLP.
- b. Participation is voluntary, but requires contribution to the CLP. Only contributors will be permitted to withdraw from the CLP. Unit members who elect not to enroll in the CLP upon first becoming eligible will have to wait until the open enrollment period the following year in order to become eligible.
- c. Unit members will donate and receive a day for a day.
- d. The annual contribution rate by each participating unit member for each school year shall be one (1) day or eight (8) hours of sick leave.
 - i. Initial Participation: In order to participate, unit members must have at least twenty (20) days of accrued sick leave remaining after donating to the CLP.
 - ii. Continuing Participation: Ongoing participation of existing members shall be permitted even if the participant's remaining accrued sick leave falls below twenty (20) days after the required annual donation.
- e. In any year a unit member is active in the CLP, the unit member may request to withdraw days, subject to the terms of the program.
 - i. An active CLP member is a unit member who has donated in the current school year OR who has donated for three years and has had his/her donations suspended.
- f. If a unit member uses a day from the CLP, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.

- g. When the CLP exceeds 250 actual days, the Committee may suspend donations for one (1) year for all current members who have contributed for at least three (3) years. Members with less than three years of contributions will need to continue contributing each year for up to the three (3) years.
- h. Donated days not used in any given year shall be carried over for use in subsequent years and shall remain a part of the CLP. If, in any given year, the request(s) for utilization exhausts the number of days in the CLP, the CLP will be closed for the remainder of the year. By mutual agreement, the District or Association can agree to solicit unit members for an additional donation of days.
- i. The first fifteen (15) days of illness or disability must be covered by the unit member's own sick leave, differential leave, vacation, or leave without pay the first time said unit member qualifies for withdrawal from the CLP. A unit member who receives donated sick leave credits must use any leave credits, differential pay, including any vacation that he or she continues to accrue on a monthly basis, prior to receiving/using additional donated sick leave credits from the CLP.
- j. The CLP is available to all active CLP members for use during their work years (12 month unit members may apply to use the CLP year round; all other employees are eligible according to their regular work year).
- k. The maximum amount of time for which donated sick leave credits may be used is 50 days for any one catastrophic illness. The lifetime benefits from the CLP may not exceed a total of 100 days.
- l. The CLP may not be used if the unit member applies for or has purchased any other benefit or disability insurance policy or income protection program either public or private unless the total benefit is less than 100% of the unit member's basic salary. Unit members having any additional income benefit must apply for that benefit before they are considered eligible for the CLP. The receipt of donated sick leave credit through the CLP as defined herein, when combined with other District income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- m. No days provided to a unit member from the CLP shall extend that unit member's leave benefits beyond the current school year, ending annually on June 30.
- n. If an immediate family member of the unit member is incapacitated and this requires the unit member to take time off work for an extended period to care for the family member, the unit member may use CLP days as deemed by the Committee and request them using the same procedure as if the request was for the unit member. Immediate family members are defined as spouse or domestic partner, or the unit member's children. A unit member's child shall be defined as a biological child, legally adopted child, legal ward, or a step child living within the home of the unit member.
- o. Any fraudulent or inappropriate use of donated days will result in the unit member returning any resulting overpayment of wages. The overpayment of wages will be converted by the District to days returned to the CLP. The number of days returned shall equal the number of days fraudulently or inappropriately used by the unit member.
- p. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of this document.

**Memorandum of Understanding Between
Anaheim Elementary School District and
Anaheim Elementary Education Association
January 8, 2013**

CATASTROPHIC LEAVE PROGRAM

The Anaheim Elementary School District and Anaheim Elementary Education Association hereby enter into this Memorandum of Understanding and agree as follows:

1. That the Catastrophic Leave Program in Appendix G in the AEEA collective Bargaining contract shall apply to District confidential, supervisory, and management employees.

Chuck Lewis
District Representative

1/8/13
Date

Dennis Haessly
Association Representative

1/8/13
Date

Memorandum of Understanding
Between
Anaheim Elementary School District
And
Anaheim Elementary Education Association
March 19, 2013

EARLY BIRD/LATE BIRD

The Anaheim Elementary School District and Anaheim Elementary Education Association hereby enter into this Memorandum of Understanding and agree as follows:

- 1) During the 2013-2014 school year, where there is a lunch break of less than 45 minutes in classes that implement the Early Bird/Late Bird model (TK/Kinder), the site administrator and affected staff may mutually agree to waive the contract requirement of a 45 minute lunch break without complying with the Unit Member Contract Waiver Procedures under Article XIV of the certificated bargaining agreement, contingent upon agreement by the site administrator and all affected staff members.
- 2) The District and the Association will each be notified by June 10 of a site’s participation in this waiver. This notification shall be subject to each party’s established internal procedures to determine mutual agreement at the site.
- 3) This MOU applies to the 2012-2013 school year for staffing during the 2013-2014 school year.

This Memorandum of Understanding shall not be construed as a precedent for any future circumstance or as establishing a past practice for any purpose.

Chuck Lewis
District Representative

Mary Coulter
Association Representative

3/19/13
Date

3/19/13
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM ELEMENTARY SCHOOL DISTRICT AND
ANAHEIM ELEMENTARY EDUCATION ASSOCIATION

EXTENDED SCHOOL YEAR
(1 Year MOU)

The Anaheim Elementary School District (AESD) and Anaheim Elementary Education Association (AEEA) hereby enter into this Memorandum of Understanding, which will terminate at 4:00 p.m. five work days before the start of the 2016-17 single-track calendar year.

Prior to the start of Extended School Year (ESY), the Senior Director of Special Service shall send an email to all SDC unit members announcing ESY dates and seeking volunteers to teach during the ESY dates.

Unit members who have an interest in the program must reply to the email and commit to teach the entire ESY period.

The Senior Director of Special Services shall assign interested unit members. The Director will match credentials to the type of classes provided. If more unit members volunteer than are needed for a specific class, priority will be given to qualified unit members [with the appropriate credential] who have not recently taught ESY. The intent is to select unit members on a rotating basis.

Luis Camarena
District Representative

12/15/15
Date

Dennis Haessly
AEEA Representative

12/15/15
Date

Memorandum of Understanding
Between
The Anaheim Elementary School District and
Anaheim Elementary Education Association
Regarding
Speech & Language Pathologists -
Recruitment/Retention Incentive

WHEREAS, representatives of the District and AEEA, met and discussed the issue of recruitment and retention of qualified and suitable Speech and Language Pathologists;

AND WHEREAS, Speech and Language Pathologists are to be considered a “difficult to fill” position;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of outlining the jointly developed plan to employ needed Speech and Language Pathologists in the District;

NOW, THEREFORE, the District and AEEA, agree as follows:

1. The parties agree that, effective immediately upon joint agreement and signature of this Memorandum of Understanding, a recruitment/retention incentive of \$5,000 will be used as a recruitment tool and will be provided to any new fully credentialed Speech and Language Pathologists that sign a contract with the District and agree to stay for a minimum of three (3) years. The \$5,000 will be paid to the unit member in the following manner:
 - a. \$2,000 to be paid within 45 days after the first day of paid contracted service.
 - b. \$1,000 to be paid within 45 days after the first day of contracted employment in the second year with the District.
 - c. \$2,000 to be paid within 45 days after the first day of contracted employment in the third year with the District.
2. Should the unit member leave voluntarily or be terminated with cause prior to the end of year three (3), all monies paid in regards to this MOU will be refunded by the unit member to the district.
3. The parties agree that in some circumstances the District may elect not to exercise its right to recover the funds dispersed under this Memorandum of Understanding.
4. The parties further agree that the recruitment/retention incentive will expire on June 30, 2017, unless both parties agree to renew this Memorandum of Understanding. Any new Speech and Language Pathologists that are hired during the period from implementation of this Memorandum of Understanding through June 30, 2017 will receive the full recruitment/retention incentive of \$5,000 in the manner described in number one above.
5. The parties agree that this Memorandum of Understanding will not set precedent or create a past practice for the further payment of incentives, bonuses, stipends or any other type of compensation to Speech Pathologists or any other classification represented by AEEA.
6. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.

7. This Memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding between the District and AEEA.

Date: 11/5/14

Anaheim Elementary School District

By: Luis Camarena

Date: 11/6/14

Anaheim Elementary Education Association

By: Kristen Fisher

**MEMORANDUM OF UNDERSTANDING
ARTICLE 11, WAGES, IMPLEMENTATION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the ANAHEIM ELEMENTARY SCHOOL DISTRICT (“District”), and the ANAHEIM ELEMENTARY EDUCATION ASSOCIATION (“AEEA”), collectively “the Parties,” regarding Article 11, Wages, of the Collective Bargaining Agreement (“Agreement”) between the Parties.

RECITALS

Whereas, the Parties reached a Tentative Agreement on Article 11, Wages, on February 16, 2016; and

Whereas, the Parties desire to include the portions of the Tentative Agreement that are effective for a limited duration in this Memorandum of Understanding instead of adding the language of limited duration to the Agreement.

IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. If at least twenty-five (25) certificated unit members take advantage of the early retirement PARS program, and provide notice to the District by March 3, 2016, that they shall retire effective June 30, 2016, or, if the Board determines that the necessary cost savings have been achieved by the program, eligible unit members shall receive credit for all previous certificated service credit outside the District not previously received by the unit members per Article 11.5 of the Agreement, for purpose of salary schedule placement and eligibility for moving to the 18th and 25th Steps (i.e., Service Credit Increment), per Article 11.3 of the Agreement, retroactive to July 1, 2015.

Provided the contingency above is met and, at least, twenty-five (25) certificated unit members take advantage of the early retirement PARS program, and provide notice by March 3, 2016, to the District that they shall retire effective June 30, 2016, or, the Board determines the necessary cost savings have been achieved by the program, the following revisions shall be made to Article 11.3 and Article 11.5:

- 11.3 ~~Anniversary~~ **Service Credit Increment** — A certificated employee moves to the eighteenth (18) step after completion of one (1) year on the last step of Columns III or IV. **Effective July 1, 2005 2015,** ~~†The employee must have completed seventeen (17) years of certificated service credit with the District.~~

Effective July 1, 2005 2015, a certificated employee moves to the 25th Step after having completed 24 years of certificated service ~~credit with the District.~~

- 11.5 ~~Salary Schedule - Experience Credit – Effective November 2, 1998,~~ **A teacher unit member** with previous ~~teaching~~ **certificated service** experience outside the Anaheim City ~~Elementary~~ School District may, for the purpose of being placed on the salary schedule, receive credit ~~not exceeding ten (10) years~~ for his/her experience in a public school or approved private or parochial school. Credit for private or parochial ~~teaching~~ **certificated service** experience ~~will~~ **shall** be granted only if the experience has been within the preceding five years and the teacher would have been eligible for a California teaching credential during that time.

* *As of March 9, 2016, the above listed contingencies have been met.*

2. The Parties acknowledge that the Governor’s Budget Proposal for 2016-17 includes one-time funds of \$200 per student, which equates to \$3.8 million for the District and increases in GAP Funding totaling \$2.6 million. If the

State Budget Act for 2016-17 does not include these additional augmentations, then the District and AEEA shall begin negotiations regarding the fiscal impact within one (1) month of the State Budget Act for 2016-2017 being finalized, if the parties are not already at the bargaining table for 2016-2017.

3. A total of three (3) work days shall be added to the 2016-17 and 2017-18 Work Years. Two (2) of the three (3) days shall be added to the 2016-17 Work Year. One (1) of the three (3) days shall be added to the 2017-18 Work Year. All three (3) days shall be utilized for site-focused professional development. These additional work days shall be paid at the unit member's per diem rate. The addition of the three (3) work days for site-focused professional development is contingent upon receipt of and compliance with the one time Educators' Effectiveness Grant.
4. This MOU is effective on the date of its execution and approval by each party. All other provisions of the Agreement remain unchanged and in full effect.

AGREED:

For the AEEA:

Kristen Fisher
Anaheim Elementary Education Assoc.

6/15/16
Date

For the District:

Luis Camarena
Assistant Superintendent
Anaheim Elementary School District

6/15/16
Date

Memorandum of Understanding
Between
Anaheim Elementary School District
And
Anaheim Elementary Education

**Health and Welfare Benefits
June 6, 2016**

The Anaheim Elementary School District (AESD) and Anaheim Elementary Education Association (AEEA) hereby enter into this Memorandum of Understanding, which will terminate at 4:00 p.m. on June 30, 2017.

**Any unit member retiring on or after July 1, ~~2015~~ ~~2016~~ 2017, who resides out-of-state shall be entitled to receive the same premium amount provided to in-state retirees.
Any language that is agreed to with CSEA will be offered to AEEA.**

Luis Camarena
District Representative

6/29/16
Date

Kristen Fisher
AEEA Representative

7/5/16
Date