

**Anaheim Elementary School District /
Anaheim Elementary Education Association
Leaves of Absence**

Tentative Agreement
May 4, 2017
____:____ .M.

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. **Personal necessity leave taken per section 4.3.3 will run concurrently with parental leave under section 4.16, Parental Leave.**

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 leave taken for paternity leave per section 4.4 will run concurrently with parental leave under section 4.16, Parental 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.

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.

- 4.16 Parental Leave – A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period up to 12-workweeks.

4.16.1 When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act ("CFRA,"

Government Code 12945.2), the unit member shall receive differential pay (sixty percent (60%) pay, as per Article 4.1.6) for the remaining portion of the 12-workweeks of parental leave.

4.16.2 A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.

4.16.3 Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12-workweeks in a 12-month period.

4.16.4 The 12-workweeks of paid parental leave period shall only be available to unit members who exhaust all sick leave before or during the 12-workweek period and shall be reduced by any such period of sick leave taken during the 12-workweek period of parental leave.

4.16.5 The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.


4.16.6 A unit member shall not be provided more than one 12-workweek period for parental leave during any 12-month period.



District Representative

5/4/17

Date



AEEA Representative

5/4/17

Date

Anaheim Elementary Education Association /
Anaheim Elementary School District
Article V, Transfer and Reassignment

Association Proposal
April 25, 2017
Time: 10:05AM

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. **If a transfer is to be made, the Special Education unit member and the immediate supervisor concerned shall be notified in writing of the new assignment.** 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 current known vacancies. **All vacancies for the following school year received before April 15 shall be made known to all Special Education unit members. To the extent possible, Special Education unit members shall be sent notification regarding the status of their request by May 15.** 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. If a transfer is to be made, the nurse and the immediate supervisor concerned shall be notified in writing of the new assignment.** 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 current known vacancies. **All vacancies for the following school year received before April 15 shall be made known to all nurses. To the extent possible, nurses shall be sent notification regarding the status of their request by May 15.** 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. If a transfer is to be made, the counselor and the immediate supervisor concerned shall be notified in writing of the new assignment.** 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 current known vacancies. All vacancies for the following school year received before April 15 shall be made known to all counselors. To the extent possible, counselors shall be sent notification regarding the status of their request by May 15. 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 counseling vacancies.

5.17 (New) Music Teachers Positions – Unit members not currently assigned to a music teacher position interested in vacant music teacher positions must submit an in-district application located on the District Web page. Eligible unit members who submit an application shall be granted an interview.

5.17.1 Music teachers currently holding a music teacher position 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. Music teachers shall be consulted prior to any involuntary transfer and shall be notified as soon as it is known a transfer may be necessary. Music teachers shall hold the appropriate state credential for the position sought.

Remove Appendix H – Extended School Year MOU

5.18 Extended School Year – Prior to the start of Extended School Year (ESY), the Senior Director of Special Education Services/SELPA shall send an email to all SDC, Counselors, and SLP unit members SDC unit members announcing ESY dates and seeking volunteers to work during the ESY dates. Preference will be given to unit members currently working in those positions. Unit members who have an interest in the ESY program must reply to the email and commit to teach the entire ESY period. The Senior Director of Special Education Services/SELPA shall assign interested unit members. The Senior 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.

South Denver
Association Representative
4/25/17
Date

M. H.
District Representative
4/25/17
Date