2022-2025

Collective Bargaining Agreement (CBA)

Between the

Santa Ana Unified School District (SAUSD)

and the

Santa Ana Educators Association (SAEA)

SAEA/SAUSD AGREEMENT
2022-2025 SCHOOL YEAR

SAEA/SAUSD Contract 2022-2025

Rev: June 17, 2025 Board Approved TA / DRAFT

Opener Agreement

SAEA/SAUSD AGREEMENT
2022-25 SCHOOL YEAR

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ARTICLE I

1.0 DURATION

1.1 This Collective Bargaining Agreement (CBA) is made and entered into this 28th day of February, 2023, between the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California, 92701, hereinafter referred to as the "District", and the Santa Ana Educators' Association/CTA/NEA, 2107 North Broadway, Suite 305, Santa Ana, California, 92706, hereinafter referred to as the "Association".

1.2 The term of this Agreement is for three (3) years commencing July 1, 2022, and terminating June 30, 2025. This Agreement shall be entered into upon ratification by the Association and the District.

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

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

1.5 The parties agree to reopen two (2) articles each in addition to Article VII, Wage and Wage Provisions and Article XV, Employee Benefits, for the 2024-2025 school year. No later than January 31, 2025, each party shall present proposals for 2024-2025 re-opener negotiations.

ARTICLE II

2.0 RECOGNITION

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

2.1.1 Included: (**a**~~A~~lso includes unit members on ~~t~~**T**eacher ~~s~~**S**alary ~~s~~**S**chedule under contract)

Assistive Technology Specialists Augmentative Alternative Communication (AAC)*
Audiologists*
Behavior Analsyts*
Behavior Intervention Specialists*
~~Bilingual Resource Teachers*~~
Career Technical Education (CTE) / Regional Occupational Program (ROP) Teachers
Classroom Teachers
Counselors*
~~District~~ Curriculum Specialists*
Early Start Teachers
Educationally Related Mental Health Services (ERMHS) Specialists*
English Language Development (ELD) Specialists*
Higher Education Center Specialists*
Home **and Hospital** Teachers ~~(receiving benefits)~~
Home Bound Teacher
Interns~~/Pre-Intern~~ Teachers
Instructional Coaches*
Itinerate Teachers
Language Specialists*
Librarians*
~~Literacy Coach*~~
~~Media Specialists*~~
Nurses*
Outreach Consultants*
Program Specialists*
~~Project Assistants*~~
~~Project Coordinators*~~
Psychologists*
~~Resource Teachers*~~
~~ROP Teachers~~
~~Safety Net Teachers*~~
School Based Mental Health Specialists I and II*
Special Education Teachers Speech/Language Specialists/**Speech and Language Pathologists**
~~Summer School Teachers~~
Teacher on Special Assignment (TOSA)*
~~Temporary Teachers~~
~~Title I Resource Teachers*~~

* Indicates a Task-Oriented Position

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

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

ARTICLE III

3.0 DEFINITIONS

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

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

3.3 "Instructional Day:" – The actual time spent instructing students.

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

3.5 "Standard(s):" – When used with a Capital "S" shall refer to the California Standards for the Teaching Profession (CSTP).

3.6 "Daily Rate of Pay:" – Determined by dividing the annual contract salary by the number of duty days.

3.7 "Hourly Rate of Pay:" – Determined by multiplying the annual contract salary (class/step and stipend(s)) by .000905 (Factor E - 7.6.8-A).

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

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

Business
Curriculum and Instruction
Facilities
Human Resources
Operations
Personnel

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

3.11 "Extended Day Teacher" – A teacher who teaches an additional class period beyond the number of class periods required in a "regular" teacher's schedule at that school's site.

ARTICLE IV

4.0 ASSOCIATION RIGHTS

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

4.2 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, with at least one bulletin board provided at each school site in an area frequented by unit members. The Association may use the District mail and distribute information in unit member mailboxes for communications. All posted materials, and materials placed in mailboxes shall be identified as Association materials. A copy shall be provided to site administration or placed in their office prior to posting or placing materials in mailboxes for information purposes. Copies of Association communications shall be sent to the Associate Superintendent, Human Resources.

4.2.1 When notice of activities and matters of concern are originated by CTA or NEA, a cover letter shall be provided by SAEA notifying site administration of the posting and/or distribution to the mail boxes, along with a copy of the materials to be posted and/or placed into the mailboxes.

4.2.2 The posting of internal Association election material on Association bulletin board(s) and/or placement of election materials in unit member mailboxes shall be allowed. Said materials shall involve the internal elections of the Association.

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

A. Email may be used by unit members before and after school, during duty free lunches, and when not actively engaged in instruction.

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

C. This does not change section 6.12.8 of the CBA which provides for the right of a unit member to file and process their grievance without Association representation.

4.3 Authorized representatives from the Association (including CTA endorsed vendors) shall be permitted to transact official Association business on school property provided the business does not interfere with the instructional process and/or interfere with the performance of assignments made by site administration.

4.4 Tuesday shall be designated as Association meeting days. Meetings with voluntary attendance on Tuesdays shall be limited and not mandated.

4.4.1 Meetings that are not administratively scheduled, and are a unit member's professional responsibility, may continue to take place on Tuesdays. Examples of such meetings may include, but are not limited to, Individual Education Plan (IEP) meetings, Section 504 Plan meetings, Student Study Team (SST) meetings, and/or Coordination of Service Team (COST) meetings.

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

4.6 The Association President shall be provided up to one hundred (100) days of release time for designated unit members at no loss of salary or other benefits, with the cost of the substitute borne by the Association. No individual unit member shall be released for such purposes more than twenty (20) days in any one school year. Release time that mutually benefits both the Association and the District (i.e. H.B.A., Member Representation, Special Education Task Force, P.A.R., Catastrophic Leave Bank, [H.E.L.P.], Interview Panels, etc.) shall not count toward the one hundred (100) days.

4.6.1 Any release time requested by the Association for a unit member in excess of the release time provided in section 4.7 above shall be provided in accordance with Education Code Section 44987. The per diem cost will be billed to the respective organization.

4.7 Association President shall be released, with full salary and benefits, from all District responsibilities for the term of this Agreement.

4.7.1 The position of the President of the Santa Ana Educators' Association (SAEA) shall be regarded as a 12-month assignment (equal to 225 duty days) and they shall be paid monthly according to their current placement on the Certificated Salary Schedule. That portion beyond the traditional 10-month calendar shall be equal to the daily rate of pay for the additional days of assignment beyond the traditional calendar year. The Association shall reimburse the District the amount equal to one-half (1/2) the Association President's salary and benefits upon receipt of District invoice. The Association shall reimburse the Santa Ana Unified School District for the actual added amount as well as the STRS, Medicare, and Workers' Compensation costs/expenses, resulting from the additional days beyond the traditional calendar year. The President of SAEA shall be a full-time release position.

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

4.9 Association Membership and Deductions

4.9.1 Association membership shall abide by the SAEA/CTA/NEA membership contract signed by the employee. Any changes to membership are to be directed to the Association office.

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

4.11 The District shall deduct one-tenth of such dues or other voluntary contributions (ie. Disaster fund) from the unit member's regular salary pay warrant each month, for ten (10) months. Deductions for unit members who become Association members after the start of the traditional school year shall be appropriately prorated.

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

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

4.12 The Association and the District agree to furnish each other any information needed to fulfill the provisions of this Article, including, but not limited to the following: Name, address, phone number, personal email address, school site, grade level/assignment, date of hire, seniority date, FTE status, type of credential(s), employment status (i.e. probationary, temporary, permanent).

4.13 New Teacher Orientation: The District shall provide an annual "new" teacher orientation program sponsored by the District, that allows the Association the opportunity to make a membership presentation to the assembled new teachers. The new teacher orientation date and time shall be set in collaboration with the Association by mutual agreement no later than 30 days after the first duty day. This New Teacher Orientation shall be separate and apart from the employee onboarding processes.

4.13.1 Unit Members shall be paid the non-instructional hourly rate of pay for the duration of the orientation if held outside of the duty day and/or on a Saturday.

4.13.2 The District shall provide written notice of the date, time and location of the orientation by U.S. Postal Service or District email no less than fourteen (14) days prior to the scheduled date.

4.13.3 The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members. Such time shall not be placed at

the end of the agenda, unless the Association agrees it is best. District Administration shall not be present during Association time.

4.13.4 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association's portion of the orientation, and be allowed access to audio visual equipment for presentations.

4.14 Third-Party Requests: The District notify the Association President and the impacted unit member(s) of any third-party requests for unit members' contact information within (2) days of receipt of the request. This includes, but is not limited to, California Public Records Acts requests for a unit member's disciplinary, evaluative, or other personnel record information. The District shall not release the request or seven (7) duty days so that the Association and impacted unit member(s) have a reasonable opportunity to object to the disclosure of information, and/or raise potential concerns before the employer responds to the requester and publicized the information.

4.14.1 The District shall not disclose to a third-party personal unit member information such as home address, personal email address, home phone or cell phone numbers, birthdates, family member names, and union membership status, except under the guidelines described in 4.15 above.

4.15 The Association shall be entitled to meet with unit members after staff meetings. District and/or school site administration shall not be present during the Association's "10-Minute" meetings.

4.16 Waivers of Law, Regulation, and Policy: Before seeking any wavier of state or federal laws, regulations, or school board policy for the District or a particular worksite, the District shall make available such request for a waiver to the Association.

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

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

ARTICLE V

5.0 EVALUATION PROCEDURES

5.1 Evaluation Plan:

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

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

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

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

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

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

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

A. Within five (5) duty days following determination of the Standards for the teaching profession, the unit member may submit to the designated evaluator

written constraints which the unit member believes shall prevent him/her from attaining the Standards.

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

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

D. Permanent unit members with a satisfactory evaluation the preceding year, including ROP teachers and categorically funded unit members who have been employed in the district at least three (3) consecutive preceding years, shall be evaluated every other school year except per Ed. Code 44664.

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

1. are highly qualified (pursuant to ESEA/NCLB);

2. at the 5.1.1 meeting, voluntarily choose to be evaluated on the first five (5) Standards for the Teaching Profession plus two (2) elements of Standard 6: *Develops as a Professional Educator*;

3. voluntarily choose to have an unscheduled classroom evaluation;

4. meets standards in all areas;

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

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

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

H. Permanent Task-Oriented unit members with at least ten (10) years of District service who meet standards in three (3) objective areas may be evaluated every five (5) years, per Ed. Code 44664. The Task-Oriented unit member or evaluator shall be permitted to rescind this voluntary agreement and return to the evaluation process outlined in the CBA Article 5.1.1 D prior to November 30th of that school year.

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

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

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

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

5.2 Formal Observations

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

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

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

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

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

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

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

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

A. The progress towards achieving the selected element(s) of Standard 6 shall be discussed at each formal post observation conference.

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

A. Specific written recommendations for improvement;

B. District assistance to implement such recommendations;

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

D. Techniques to measure improvement;

E. A time schedule to monitor progress;

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

5.3 Informal Observations and "Walk-Throughs"

5.3.1 Informal observations and "Walk-Throughs" may be conducted at reasonable times during a school year and with reasonable frequency by site administrators at their assigned schools and/or District Office administrators visiting school sites and visiting classrooms with the site Principal and/or the Principal's designee. Areas of concern may be brought to a unit member's attention by their designated evaluator/site administrator.

5.3.2 Walk-Throughs including Off-Site/Outside Agency Groups (groups of administrators from other school sites, staff members from other school sites and/or outside consultants).

A. Walk-Throughs shall only be conducted with teachers who volunteer to participate in the process.

B. Site administrators shall inform teachers of the upcoming walk-throughs and teachers shall be given the opportunity to volunteer if they wish to participate.

C. If any forms and/or rubrics are to be completed by the walk-through visitors, the teacher's name and/or classroom number shall not be identified.

D. No pictures and/or videos shall be taken during these walk-throughs without the expressed permission of the classroom teacher.

E. Walk-Throughs shall be done in such a way as to minimize classroom disruptions and shall normally not exceed 5 – 10 minutes.

F. Data collected by Off-Site/Outside Agency Group Walk-Throughs shall not be used for teacher evaluation.

G. 5.3.2 shall not apply to State/Federal mandated reviews (i.e. WASC Accreditation).

5.4 Formal Evaluations

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

5.4.2 In preparing the Evaluation Form for placement in the unit member's personnel file, the evaluator shall rely only upon data collected through formal classroom observations and the element(s) of Standard 6 when applicable as agreed upon in the post observation conference (5.2.2-A). Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation. Commendations for growth demonstrated by the unit member may be included.

A. In preparing the Evaluation Form for placement in a Task-Oriented unit member's personnel file, the evaluator shall rely primarily upon observations of, and evidence collected by, the Task-Oriented unit member. Any deficiencies that may have been brought to the attention of the Task-Oriented unit member and subsequently corrected shall not be included in the final evaluation. Commendations for growth demonstrated by the Task-Oriented unit member shall be included.

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

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

5.5 General Provisions

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

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

1. The committee shall have an equal representation (1:1) of members from the Association and the District.

2. The committee's work will be limited to making recommendations regarding evaluation forms limited to the scope of Article V, Evaluation.

3. Any forms created and approved by the Evaluation Forms Committee related to this Article will need approval through a Memorandum of Understanding prior to being added to the Appendix and used in the evaluation process outlined in this article.

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

5.5.3 Source of Evaluative Data - No information or material gathered from sources other than formal classroom observations shall be utilized in a formal observation or evaluation. Task-Oriented unit members are exempt from this provision. Disciplinary memos/notes/actions shall not be used in the Evaluation Form or process except for actions related to the element(s) of Standard 6: *Develops as a professional Educator.*

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

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

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

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

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

5.5.9 Unit Members in the Career Technical Education Program

The District agrees to comply with the requirements of Assembly Bill (AB) 2245 regarding the permanent status of certificated employees in regional centers or programs operated by a single school district, including Career Technical Education programs.

ARTICLE VI

6.0 GRIEVANCE PROCEDURES

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

6.1.1 A grievant may be any unit member or their representative.

6.2 For resolution procedures on all other matters and disputes of any nature beyond the scope of these procedures, reference the Information Section of the CBA, IN3: Report of Recommendation/Concern.

6.3 If a grievance involves more than one unit member, those affected may have the opportunity to sign the Grievance Form, and the Association may pursue the grievance. At least one of the grievants involved shall sign and may be present at all levels of the grievance process: pre-grievance meeting, Level I, Level II, Level III and Level IV (Arbitration).

6.4 The term "days" when used in this Article shall mean duty days. The day of receipt is not considered one of the days when the term "days" is used.

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

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

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

6.7 Pre-Grievance Meeting:

6.7.1 The unit member with a grievance shall first present the matter (orally and/or in writing) to the supervising administrator not later than fifteen (15) days following the occurrence which prompted the grievance or within fifteen (15) days of the time when the grievant would reasonably be expected to know that he/she has been adversely affected. The grievant shall set forth specifically the item contained within the CBA upon which the grievance is based. It shall also contain the adverse effect on the grievant and/or unit members at the site or across the District,

and suggested solution. Upon request, an additional ten (10) days may be granted by the Associate Superintendent, Human Resources.

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

B. The grievant shall document the notification for a grievance with the Article and section number of the CBA that allegedly has been violated, and the pre-grievance meeting and written communication dates.

6.8 Level One:

6.8.1 If the pre-grievance meeting is unable to resolve an alleged grievance, the grievant shall memorialize the grievance in writing on the approved District form, and present the completed form to the immediate supervising administrator within fifteen (15) days following the pre-grievance meeting. The grievance shall set forth specifically the item contained within the CBA upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s). The supervising administrator shall direct a copy of the grievance to the Associate Superintendent, Human Resources.

6.8.2 The grievant and the supervising administrator may confer in a meeting on the grievance with the view to arriving at mutually satisfactory solutions to the problem.

6.8.3 Following the submission of the Level I grievance, the supervising administrator has fifteen (15) days from the receipt of the written grievance to communicate, in writing on the District-approved form, their decision to the grievant, the Association, and the Associate Superintendent, Human Resources.

6.9 Level Two:

6.9.1 In the event the grievance was not resolved at Level I, the grievant may appeal in writing to the Associate Superintendent, Human Resources, or their designee. Such an appeal shall be made within fifteen (15) days after the grievant has received the decision from Level I. The appeal shall contain the original grievance and the Level I response with any documents provided at Level I.

6.9.2 The Associate Superintendent, Human Resources, or their designee, shall meet and confer with the grievant on the grievance with the intent of arriving at a mutually satisfactory resolution. When the unit member is represented, they may be present. The Level I supervising administrator(s) may be present at the request of either party.

6.9.3 Following the meeting, the Associate Superintendent, Human Resources, or their designee, shall communicate their decision in writing on the District-approved form to the grievant, the Association, and the supervising administrator(s).

A. The Associate Superintendent, Human Resources, or their designee, has fifteen (15) days from the receipt of the written Level II appeal to hold the meeting and render a decision.

6.10 Level Three:

6.10.1 If the grievance was not resolved at Level II, the grievant may appeal the decision in writing to the Deputy Superintendent, or their designee, within fifteen (15) days after the decision by the Associate Superintendent, Human Resources has been received by the grievant. The appeal shall include the Level I and Level II grievances and their decisions, with all accompanying documents. Copies of the appeal are to be directed to the Associate Superintendent, Human Resources.

6.10.2 Within fifteen (15) days of the receipt of the appeal, the Deputy Superintendent, or their designee (a Cabinet-level administrator), shall hold a conference and communicate their decision in writing on the District-approved form to the grievant, the Association, the Level I and Level II administrators, and the Associate Superintendent, Human Resources. The grievant may be present. The Level I and Level II grievance forms shall be returned to the grievant.

6.10.3 If requested by either party, all parties from Level I and Level II shall be present at the conference to state their views.

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

6.11 Level Four (Arbitration):

6.11.1 If the grievance was not resolved at Level III, the grievant, within fifteen (15) days of the receipt of the Level III response, may request in writing that the Association submit the grievance to arbitration.

6.11.2 If the Association concurs with the grievant's request for arbitration, the Association shall, within thirty (30) days of the receipt of the request, submit a written request to the Superintendent, or their designee, for arbitration on the grievance.

6.11.3 If questions arise regarding the arbitrability of the grievance, the party raising the questions of arbitrability may first, upon request, have such questions ruled upon by an arbitrator. If the arbitrator rules that the grievance has merit, then the grievance shall continue in the arbitration process. If the arbitrator rules that the grievance has no merit, then the grievance shall be stayed at Level III. The

decision of the arbitrator on the arbitrability of a grievance shall be final and binding upon the grievant, the Association, and the District.

A. The fees and expenses for an arbitrator to decide the issue of arbitrability shall be borne by the losing party.

6.11.4 The arbitrator shall be selected by mutual agreement by representatives of both the Association and the District. If no agreement can be reached for a mutually-selected arbitrator within five (5) days of the written request (6.11.2 above), the parties shall request a list of seven (7) names of people experienced in hearing grievances from the State Conciliation Service. Each party shall alternately strike a name until only one remains. The first strike shall be by the Association.

6.11.5 Costs of Arbitration: The District and the Association shall equally split the cost of the arbitrator's fees for the services of the arbitration. All other expenses shall be borne by the party incurring them.

6.11.6 Powers and Limitations of the Arbitrator:

A. The function of the arbitrator shall be to hold a hearing concerning the grievance and to render a written decision as soon as possible.

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

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

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

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

F. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding upon the grievant, the Association, and the District.

6.12 General Provisions:

6.12.1 No reprisals of any kind shall be taken by any party to this procedure against any party, any witnesses, any representatives, or any other participants in the grievance procedure by reason of such participation.

6.12.2 Forms for filing and processing grievances and other documents necessary under the procedures established under this Article, shall be prepared by the Human Resources Division with input from the Association, and given appropriate distribution so as to facilitate operations of the grievance process. All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Human Resources separately from the personnel files of the participants.

6.12.3 Failure by the District to communicate decisions on a grievance within the specified time limits at any Level shall permit the aggrieved unit member to proceed to the next level.

6.12.4 Failure by the grievant or the Association to appeal a grievance to the next Level within the specified time limits shall be deemed as acceptance of the decisions as rendered.

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

6.12.6 If the alleged grievance is not signed, the grievance shall be deemed forfeited and voided.

6.12.7 Representative(s) may be changed at any level of the grievance process.

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

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

A. Under unusual circumstances, and/or when necessary to adhere to time lines within this Article, release time during the instructional day may be granted by the Associate Superintendent, Human Resources, or their designee.

6.12.10 Contract Maintenance meetings may be called by either the Association and/or the District. If such meetings are needed, they shall be conducted within a reasonable time frame, but no later than ten (10) days from the request.

ARTICLE VII

7.0 WAGE AND WAGE PROVISIONS

7.1 Column Movement

7.1.1 Acceptable Units/Degrees

A. Units/Degrees obtained as a result of postgraduate study must be taken from or accepted by a college or university accredited by the Western Association of School and Colleges or an accrediting agency of similar status.

B. Units taken prior to the date of this agreement must meet the requirements in effect at that time.

C. A grade of "C," "pass," or "credit" or better must be earned for a unit to be acceptable.

D. Units refer to semester units. Quarter units are converted by multiplying by 2/3.

7.1.2 Approval of Units

A. Credit will be given for units taken to qualify for a clear credential or certificate of competence required in the present assignment. If such a credential or certificate is not held for the present assignment, only those units which meet the requirements for the credential or certificate shall be acceptable.

B. Credit will be given for units taken to qualify for a credential or certificate outside of the present assignment with advance approval of the Associate Superintendent, Human Resources or designee.

C. If the course work is not (a) in the unit member's major or minor, (b) taken to meet a clear credential requirement, (c) taken to meet a specialized credential requirement, or (d) taken to acquire additional credential authorizations, then the course must be meaningfully related to the present or immediate future assignment, and written approval prior to enrollment is required. Each course approval request must have a course description (copy from college catalog or flyer) attached.

D. "Meaningfully related" as used in this article means such things as, but not limited to, subjects taught in school by the unit member, Spanish courses, multi-cultural courses, learning theory and/or methodology courses, computer classroom application courses, and courses related to school social problems.

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

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

A. One unit of 15-18 hours of classroom instruction.

B. One-half unit for 8-14 hours of classroom instruction.

C. No credit shall be given for less than eight (8) hours of classroom instruction unless approved by the Superintendent or designee.

D. Special education and support staff who complete the specialized SB1969 training shall be eligible for and receive (3) semester units. These units can be used for column movement as provided in section 7.1.

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

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

7.1.6 Procedure for Column Change

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

1. Application form for column change
2. Official transcript bearing seal and signature of registrar
3. Course approval forms where required
4. Verification under 7.1.2-A or 7.1.2-B where required

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

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

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

7.2 Step Movement

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

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

7.2.3 Credit for initial salary placement shall be granted on a year-for-year basis for comparable teaching, nursing, psychology, and speech and language pathology experience. The maximum credit allowable shall be fifteen (15) years.

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

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

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

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

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

7.4 Salary Credit Review Committee

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

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

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

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

7.5 Regular Salary Schedule

7.5.1 The 2023-2024 teachers' and psychologists' salary schedules shall be increased by 3% from the 2022-2023 salary schedules beginning July 1, 2023.

After the wage increases described above are applied, Class IV (Master/Doctorate), Step 26 shall be increased by an additional 1.0% effective July 1, 2024.

All active unit members at the time of Board approval of this Agreement, and those members who retired at any time between July 1, 2023 and Board approval of this Agreement, shall receive a one-time, off-schedule payment of 3% based on their placement on the 2023-2024 salary schedule.

7.5.2 The teachers' work year calendar shall be 187 days (182 instructional days and 5 duty days) and the psychologists' work year calendar shall be 189 days.

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

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

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

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

7.6 Extra Service Assignments

7.6.1 Unless otherwise set forth, Extra Service Assignments shall be remunerated based on the product of the assigned factor times Class II, Step 5 of the regular salary schedule. All remuneration which is based on a percentage of

a salary schedule step will be rounded off to the nearest dollar, except for the Hourly Rate Factors of

7.6.8. All Extra-Service Assignments included in Article VII, sec. 6 shall be increased effective on upon ratification, in accordance to Article VII language.

A. Unit members who volunteer to teach beyond the number of class periods required in a "regular" teacher's schedule at their assigned school site shall be compensated as follows:

1. Unit members teaching an additional class period at the secondary level shall receive a percentage of the unit member's contracted salary equal to that of the extra class period(s) taught (6 period regular school day = 1/6th of contracted salary; 7 period regular school day = 1/7th of contracted salary; 8 period regular school day = 1/8th of contracted salary) and shall receive that rate of pay for all authorized paid absences.

2. Unit members who volunteer to teach an extra period shall receive two
(2) days additional accumulative sick leave days per year or a proration thereof.

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

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

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

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

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

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

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

B. The principal shall designate a lead counselor at each Secondary School (excluding alternative education schools).

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

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

7.6.4 Athletics

A. Intramurals

1. Intramural coaches will receive a weekly compensation based upon three percent (3%) of Class III, Step 7 at the intermediate level and Class III, Step 8 at the high school level divided by 11.

   a. Intramural coaches at alternative sites shall receive compensation based on three percent (3%) of Class III, Step 8, and shall be excluded from provisions in 7.6.4-A-2 below.

2. If there are more than fifty (50) participants in any intramural program, an additional coach may be added. Should the number of participants drop below fifty-one (51) at any time prior to three (3) weeks before the close of the season, the assignment shall be terminated and the compensation prorated accordingly.

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

1. The rate of weekly compensation for intermediate coaches listed below will be determined by dividing the appropriate percent of Class III, Step 7 of the salary schedule by 11. All coaches will be

paid for the recognized length of the season of the sport coached.

2. Three (3) or more days of practice/competition per week during spring or winter recess will be considered as one (1) week.

3. District Sports Scheduler – three percent (3%) per semester.

4. School Athletic Director – two percent (2%) per year, each (boys and girls).

5. Coaches

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

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

C. High School Athletics – General

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

2. Three (3) or more days of practice/competition per week during spring or winter recess will be considered as one (1) week.

3. In CIF playoff competition, a week's pay will be received for each week the season is extended for team coaches in team sports (football, maximum of five) and for the individual coach in individual sports.

4. Coaches that practice out-of-season (fall, winter, spring and/or summer) will receive a maximum of four weeks of their normal in-season weekly rate for each season of out-of-season sports practice.

5. The High School Athletic Director, who may coach only one (1) sport each year, shall receive six percent (6%) of Class III, Step 8 per season of sport (fall, winter, spring).

6. The High School Athletic Trainer shall receive six percent (6%) per sport season (fall, winter, spring, summer). The trainer may not be a coach at the same time.

7. A minimum of one (1) coach will be provided for each CIF sport at each level in which the school participates. Additional coaches may be assigned when approved by the Deputy Superintendent or designee.

8. Coaches and Athletic Directors shall be eligible for mileage reimbursement for mileage pre-authorized by the site principal or her/his designee.

9. Each comprehensive high school shall be allocated $5,000 per site to pay for spring practice coaches in addition to football. School site would have the flexibility to determine which sports would constitute Spring Practice Programs.

10. Each comprehensive high school shall have a minimum of ten (10) coaching periods per semester if needed. Additional coaching periods may be assigned by the principal in consultation with the athletic director based upon student participation and impact upon the master schedule. Coaching periods are only to be provided at a teacher's home school.

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

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

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

A. Elementary Co-Curricular Assignments

1. Choir Director:
   one school---------- .04 per year
   two schools---------- .06 per year
   three schools---------- .08 per year
   four schools---------- .10 per year

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

3. Instrumental Music:
   one school---------- .02 per year
   two schools---------- .03 per year
   three schools---------- .04 per year
   four schools---------- .05 per year

4. Grade Level Leaders---------- .005 per year
   (including a Special Education Team representative)

5. Supervision: hourly rate of -------- .000444

6. Elementary Student Government/
   Counselor Advisor---------- .006 per year per site

B. Intermediate Co-Curricular Assignments

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

C. High School Co-Curricular Assignments

1. Drama---------- .05 per year
2. Print Journalism---------- .04 per year
3. Broadcast Journalism---------- .04 per year
4. Print Yearbook---------- .04 per year
5. Video Yearbook ---------- .04 per year
6. Instrumental Music
   Band---------- .05 per year*
   Orchestra---------- .03 per year

7. Vocal Music----------.05 per year
8. Forensics----------.03 per year
9. Drill Team---------- .025 per season (fall, winter, spring, summer)
10. Pep Squad---------- .03 per season (fall, winter, spring, summer)
11. Academic Coaches
    (Basis of Class III, Step 7)---------- .05 per year per coach##
12. Dance Team----------.025 per semester
13. Tall Flags---------- .025 per semester
14. Senior Class Advisor
    Comprehensive High School---------- .0145 per year per site
    Alternative/Continuation H.S.---------- .0072 per year per site
15. Peer Court---------- .03 per year
16. Activities Director ----------.08 per semester
17. Video Production---------- .04 per year

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

Teams competing in Kiwanis Bowl, Orange County Academic Decathlon, Model U.N., Mock Trial (one semester), Spelling Bee (one semester), Math Team (one semester), Speech and Debate, and Educational and/or Vocational Pathways offered by the District.

7.6.6 Extra-Curricular Assignments

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

1. Dance Supervision---------- $37 per event
2. After-game Dance Supervision--- $37 per event
3. Football Supervision---------- $37 per event
4. Basketball Supervision or Timekeeper
   (Varsity and JV combined)--------- $37 per event
5. Basketball Supervision or Timekeeper
   (one game)---------- $37 per event
6. Rooter Bus Supervision---------- $37 per event
7. Volleyball Supervision
   (Varsity and JV combined)--------- $37 per event
8. Wrestling Supervision or
   Timekeeper---------- $37 per event
9. S.A. City Track Meet
   Official---------- $37 per day
   Starter---------- $100 per day

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

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

A. The following assignments shall receive a factor equal to the stated percentage of each unit member's salary schedule placement: 8% - Project Coordinator, Audiologist, Music Technician; 4% - Psychometrist.

B. Effective July 1, 2022, Speech and Language Pathologists shall receive an annual stipend equal to 10% of Class III, Step 8 for all active employed Speech and Language Pathologists at the time of Board approval of this Agreement.

C. District Curriculum Specialists shall receive an annual stipend equal to 8% of Class III, step 7.

D. Teachers who are assigned to teach classes which meet the qualifications as contained in the "K-12 Program for LEP Students" adopted by the Board of Education on February 9, 1988, shall be compensated at the highest competency level expected and for which they are qualified.

E. Effective July 1, 2022, School Nurses shall receive an annual stipend equal to 10% of Class III, Step 8 for all active employed School Nurses at the time of Board approval of this Agreement.

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

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

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

1. Unit members working in assignments identified by the District as "preferring/requiring" a Bilingual/ELD certification/LEP authorization (BCC, BCLAD, LDS, CLAD, SB 1969/395 SDAIE, or SB 1969/395

ELD/SDAIE) shall receive the appropriate stipend as in section 7.6.7-D above. Other positions eligible for a stipend include resource teachers and other instructional staff who work with LEP students more than 50% for the time and are involved in direct primary language instruction in reading and/or English Language Development (ELD). Also included are support staff such as nurses, counselors, psychologists, speech/language specialists, outreach consultants, bilingual resource teachers, and positions for which a Bilingual/ELD certification or authorization is preferred/required.

2. Bilingual/ELD Stipends

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

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

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

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

G. Unit members applying for Bilingual (BCLAD) certification shall be reimbursed for the testing fee upon verification of having passed the complete test and submission to the state for the appropriate certification.

H. Bilingual (BCLAD) stipends will be effective the first month following receipt of written verification of passing the test and following the receipt of verification of submission to the state for appropriate certification.

I. Unit members hired after the ratification date of the 2007-2008 Collective Bargaining Agreement shall not receive the CLAD stipend.

J. Unit members hired after the ratification date of the 2007-2008 Collective Bargaining Agreement, and who hold a valid BCLAD Certificate or equivalent as defined in 7.6.7-D-1, shall receive a stipend equal to 2% of Class II, Step 5.

K. AVID Coordinators at the high schools and intermediate schools shall receive an additional annual stipend of $1,500 added to their stipend listed under 7.6.3.

L. In the event that the District places a unit member into an Activities Director's position, the unit member shall teach the Associated Student Body (ASB) Leadership class each semester, shall attend ASB Activities, and shall receive one additional activity period in addition to their preparation period within their professional day.

M. The District shall provide Teacher Induction Programs (TIPs) at no cost to unit members.

N. District Program Specialists shall receive an annual stipend equal to 8% of Class III, step 7.

O. Higher Education Coordinators shall receive an annual stipend equal to 8% of Class III, step 7.

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

Identified Students	Initial Stipend	Identified Student Stipend	Total Stipend
0 through 50	$1,000	$0	$1,000
51 through 100	$1,000	$500	$1,500
101 through 150	$1,000	$1,000	$2,000
151 through 200	$1,000	$1,500	$2,500
201 through 250	$1,000	$2,000	$3,000
Etc.			

7.6.8 Hourly Rate Factors

A. The Hourly Rate is established by multiplying the hourly factor 0.0006 times Class III, Step 10 of the salary schedule. The Hourly Rate is paid for all hourly activities that do not qualify for the Instructional Hourly Rate, including, but not limited to, curriculum writing, staff development attendee, student supervision, parent education instructor, and conference period reimbursement.

B. The Instructional Hourly Rate is established by multiplying the hourly factor 0.000833 times a unit member's placement on the salary schedule at the time service is rendered. The Instructional Hourly Rate is reserved for academic instructional time with students present. Activities for the Instructional Hourly Rate are limited to the following:

1. Academic Instruction provided to students
2. Staff Development Instructor
3. Home Instruction
4. Hourly Career Technical Education (CTE) Instructor (less than 4 hours)
5. Summer School, including Special Education Extended School Year (ESY). The Summer School rate of pay is based on the salary schedule as of May 1 preceding the assignment.

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

D. Conference Period Reimbursement: When a unit member is assigned by the Principal to use his/her conference period to act as a substitute teacher, then that unit member shall be paid at the hourly rate. In all cases, principals shall first seek volunteers. If no volunteers are available, the principal shall make assignments on a rotational basis.

E. Elementary Class Splitting: When elementary students are divided among teachers because no substitute is available, the teachers shall receive one (1) hour of compensation at the hourly rate. Effective January 1, 2025, when elementary students are divided among teachers because no substitute is available, the teachers shall receive two and one-half (2.5) hours of compensation at the hourly rate. In all cases, principals shall first seek volunteers. If no volunteers are available, the principal shall make assignments on a rotational basis.

F. Summer School: Summer School teachers shall be paid at the instructional hourly rate for the time of assigned duties on site.

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

ARTICLE VIII

8.0 HOURS OF WORK

8.1 Work Year

8.1.1 For 2015-16, all unit members shall render 180 student instructional days of service, in addition to three (3) duty days and two and one-half (2.5) mandatory professional development days. Beginning 2016-17, all unit members shall render 182 student instructional days of service and five (5) duty days.

Duty Days shall be calendared as follows:

A. Elementary School Duty Days: one (1) duty day for teacher preparation shall be calendared on the day before the 1st instructional day of the Fall semester with no more than 120 minutes of administratively called meetings or staff development; one (1) duty day for data analysis, benchmark scoring, report card preparation/grading, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Fall elementary parent conferences with no administratively called meetings; one (1) duty day shall be calendared during December for parent conferences with no administratively called meetings or staff development; one (1) duty day for data analysis, benchmark scoring, report card preparation/grading, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Spring elementary parent conferences with no administratively called meetings; and one (1) duty day shall be calendared the day after the last day of instruction with no more than 30 minutes of administratively called meetings.

B. Intermediate School Duty Days: one (1) duty day for teacher preparation shall be calendared on the day before the 1st instructional day of the Fall semester with no more than 120 minutes of administratively called meetings or staff development; one (1) duty day shall be calendared in October for parent conferences with no administratively called meetings or staff development; one (1) duty day for data analysis, report card preparation/grading, benchmark scoring, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Fall elementary parent conferences with no administratively called meetings; one (1) duty day for data analysis, report card preparation/grading, benchmark scoring, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Spring elementary parent conferences with no administratively called meetings; and one (1) duty day shall be calendared the day after the last day of instruction with no more than 30 minutes of administratively called meetings.

C. High School Duty Days: one (1) duty day for teacher preparation shall be calendared on the day before the 1st instructional day of the Fall semester with no more than 120 minutes of administratively called meetings or staff development; one (1) duty day for data analysis, report card preparation/grading, benchmark

scoring, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Fall elementary parent conferences with no administratively called meetings; one (1) duty day for teacher preparation shall be calendared on the day before the 1st instructional day of the Spring semester with no administratively called meetings or staff development; one (1) duty day for data analysis, report card preparation/grading, benchmark scoring, teacher collaboration, or as determined by the ILT shall be calendared two weeks before the Spring elementary parent conferences with no administratively called meetings; and one (1) duty day shall be calendared the day after the last day of instruction with no more than 30 minutes of administratively called meetings.

Annual salaries/calendars for unit members are not affected by differences in annual calendars. All school schedules must provide for at least a two-week winter recess and a one-week summer recess.

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

1. Psychologists – 189 days (flexible duty schedule between July 1-June 30, as agreed between the unit member and his/her supervisor)

2. High School Counselors and High School Nurses – 202 days

3. Intermediate and Continuation School Counselors/Intermediate School Nurses/High School and Intermediate Librarians – 192 days

4. High School Program Specialists – 197 days

5. District Librarian – 12-month position for a total of 225 days

6. Intermediate and High School Community Day Teachers – 225 days

7. Curriculum Specialist – 201 days (11-month employee paid on a 12 month pay cycle with a flexible duty schedule between July 1 – June 30, as agreed between the unit member and his/her supervisor)

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

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

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

8.1.3 Change of Calendar

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

1. Representatives of all unit members at a site and the administration shall analyze the impact of the proposed changes and develop written pros and cons.

2. All unit members shall be presented the analysis and the pros and cons and given an opportunity to discuss and offer input.

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

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

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

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

8.1.4 The specific dates for Open House, Back to School Night, and parent conferences shall be determined by the Joint-Calendar Committee. Alterations to these dates may be made by sites with mutual agreement between administration and a majority of site-assigned unit members. The site administration shall notify the District in writing no less than 20 duty days prior to the changes. The District shall, on a timely basis, forward a copy of all changes to the Association.

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

Days Contract Extended	Sick Leave Earned
1-2	.1
3-4	.2
5-6	.3
7-8	.4
9-10	.5

11-12	.6
13-14	.7
15-16	.8
17-18	.9
19-20	1.0

8.2 Work Day

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

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

8.2.3 The instructional day for unit members shall conform with the required minutes provided in Education Code, Section 46201. Additional minutes per year (listed in the chart below by level) shall be used as provided for in 8.2.3.B and 8.2.3.E and 8.2.3 F, and any minutes not used for these purposes shall be automatically used for instruction:

GRADES 1, 2, 3, 4, AND 5:	1200 MINUTES PER YEAR
GRADES 6, 7, AND 8:	2000 MINUTES PER YEAR
GRADES 9, 10, 11, AND 12:	300 MINUTES PER YEAR

The flexible duty day for each unit member, excluding the duty-free lunch, shall include the instructional day for each unit member as well as all those times when the unit member's presence is required for staff meetings, site functions (limited to the following: parent conferences, committee work, evaluation of student performance, open house, and back-to-school night), with the stipulations listed below:

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

B. Unit members teaching High School shall be required to attend staff meetings, faculty meetings, department meetings, site functions, and other administratively-called meeting no more than two hours per month, excluding minimum day at waivered schools. This limitation does not include staff development, in-services, curriculum meetings, or other called meetings which shall be paid at their appropriate factors as listed in Article VII of this CBA unless they are taken from the additional instructional minutes per year.

C. Tuesdays shall be designated as Association meeting days. Meetings with voluntary attendance on Tuesdays shall be limited and not mandated.

1. Meetings that are not administratively scheduled, and are a unit member's professional responsibility, may continue to take place on Tuesdays. Examples of such meetings may include, but are not limited to, Individual Education Plan (IEP) meetings, Section 504 Plan meetings, Student Study Team (SST) meetings, and/or Coordination of Service Team (COST) meetings.

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

E. Elementary and Intermediate schools shall have one modified day per week which shall be used for staff/faculty meetings, department meetings, grade level meetings, collaboration, professional learning communities, staff development activities, in-services, and curriculum meetings. Two (2) meetings per month shall be administratively driven, and shall be limited to no more than one (1) hour per meeting. The remaining collaboration meetings shall be directed by classroom teachers, and shall be limited to no more than one (1) hour per meeting. Staff development, in-services, curriculum meetings, or other called meetings in addition to those listed above shall be paid at their appropriate factors as listed in Article VII of this CBA.

1. Agendas for all collaboration meetings shall be developed through a committee comprised of administrators and classroom teachers using a three (3) teachers to one (1) administrator ratio. The committee shall include an elected SAEA representative or designee appointed by the SAEA President.

2. Establishment of the number of modified days and the day of the week and calculation of flex minutes to be used for instruction and non- instruction shall be agreed upon by SAEA and the District no later than May 30th of each year.

3. No meetings shall take place during the weeks of Parent Conferences, Back to School Night, or Open House Night.

F. Extended Day Kindergarten: This section includes both Kindergarten and Transitional Kinder (TK)

1. The instructional minutes shall not exceed 50,400 instructional minutes per year, or as prescribed by the State of California.

2. Kindergarten/TK teachers shall participate in Wednesday modified days

which shall be used for staff/faculty meetings, department meetings, grade level meetings, collaboration, professional learning communities, staff development activities, in-services, and/or curriculum meetings. Administratively called meetings on modified Wednesdays shall be limited to no more than an hour per meeting, and be limited to no more than two administratively called meetings per month.

~~3. Average Kindergarten/TK class size enrollment shall be twenty-five (25) students at any given school site. Individual class size shall not exceed twenty-seven (27) students. The determination of class size shall not be made until after the completion of the first four weeks of school.~~

~~a. If after the first four weeks of school, the enrollment of any kindergarten/TK class should exceed twenty-five (25) students for a period of fifteen (15) consecutive instructional days, the affected teacher shall be paid $10 per student for each day thereafter that the student remains assigned to the classroom.~~

~~4~~**3**. The District affirms that a sound Kindergarten/TK instructional program incorporates developmentally appropriate activities, including fine and gross motor activities, art, music, and creative play.

~~5~~**4.** The District shall give Kindergarten/TK classes first consideration when developing schedules for enrichment activities, library time or computer time.

~~6~~**5**. The District shall endeavor to avoid the creation of Kindergarten/1st grade combo-classes.

~~7~~**6**. Kindergarten/TK teachers shall be given priority in the provision of additional resources to facilitate the completion of regularly scheduled student assessments.

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

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

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

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

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

Calendar.

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

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

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

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

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

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

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

8.2.6 The flexible duty day for unit members whose primary responsibilities are task-oriented shall normally be seven and one-half (7 ½) hours per day on site excluding lunch. Site is defined as: assigned location where tasks require work to be performed. With site administrator approval and when students are not present on site, task-oriented unit members may complete their responsibilities at a location other than their site(s) if they have the necessary materials and equipment to enable them to do so. Examples: computers, Internet connections, software, telephones, access to student lists, and specific information.

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

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

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

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

8.2.9 The site administrator shall determine the beginning and ending time for unit members included in 8.2.2 and 8.2.6-A. Flexible starting and ending times may be made by the principal for the convenience of individual unit members if the needs of the District continue to be served.

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

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

8.3 Meetings/Activities

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

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

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

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

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

C. Voluntary attendance at meetings and activities.

8.4 Professional Development Days

8.4.1 Unit members selected to present at in-services shall receive staff development credit for the hours of their presentation and shall receive a stipend for preparation equal to Factor F – one hour preparation per each hour of presentation.

ARTICLE IX

9.0 CLASS SIZE

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

9.1.1 The District will make a good faith effort to provide class size~~s~~ **averages** ~~in grades one and two that are below the average class size as stated in A below:~~ **at or below the average class size listed in A-G below:**

A. ~~Elementary~~ **Grades 1-3** ----------~~31.0~~ **30** students

B. Grades 4-5----------**31 students**

~~B~~**C**. ~~Intermediate~~ Grades 6-8----------**31.75 students**

~~C~~ **D**. ~~High School~~ **Grades 9-12**----------~~32.5~~ **31.75** students

~~A~~ **E**. ~~Opportunity/Continuation~~ **Alternative Education**---------25~~.0~~ students

9.2 An analysis of average class size by school shall be made no later than the **fifteenth (15th) day of instruction** ~~end of the third week of school~~ to identify schools exceeding the average class size.

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

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

9.3.1 Special Program Funding Requirements

9.3.2 High Transiency Rates

9.3.3 Student Safety Requirements

9.3.4 Traditional Large Group Instruction

9.3.5 Experimental Classes

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

9.4.1 Elementary---------- 32.0 students

9.4.2 Intermediate---------- 32.75 students

9.4.3 High School---------- 33.5 students

9.4.4 ~~Opportunity/Continuation~~ **Alternative Education**----26.0 students

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

9.4.6 P.E. Classes

A. In the interest of safety and upon the written request of the unit member, the District will provide relief to a P.E. class in the intermediate and/or high school if, after the first three (3) weeks of a semester, the verified attendance of the class exceeds fifty-five (55) for a period of two weeks or more.

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

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

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

9.4.7 **Universal Transitional Kindergarten (UTK)**

A. **UTK/TK Transitional Kindergarten 20 students (10:1 student to staff ratio)**

9.4.8 **Average Kindergarten** ~~/TK~~ **class size enrollment shall be twenty-five (25) students at any given school site. Individual class size shall not exceed twenty-seven (27) students. The determination of class-size shall not be made until after the completion of the first four weeks of school.**

A. **If after the first four weeks of school, the enrollment of any Kindergarten**/TK **class should exceed twenty-five (25) students for a period of fifteen (15) consecutive instructional days, the affected teacher shall be paid $10 per student for each day thereafter that the student remains assigned to the classroom. (Language moved from Article VII.2.3.F.3.a)**

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

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

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

9.5.3 Elementary Music Teachers

9.5.4 Psychologists and Psychometrists

9.5.5 Speech/Language Specialists

9.5.6 Counselors (unless teaching)

9.5.7 Nurses

9.5.8 Reading Specialist Teachers

9.5.9 Librarians and Media Specialists

9.5.10 Bilingual Resource Teachers

9.5.11 Any categorically-funded unit member

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

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

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

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

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

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

A. Creation of an additional class
B. Reduce class size through student program changes
C. Provide aide assistance to the class
D. Other forms of relief may be suggested in lieu of the above

ARTICLE X

10.0 ABSENCES/LEAVES

10.1 Definitions

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

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

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

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

10.2 Absences

10.2.1 General Provisions:

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

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

10.2.2 Maternity

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

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

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

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

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

F. An employee on pregnancy disability leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable assignment. An employee on pregnancy disability leave for more than one semester may have their position held until June 30th of each school year. If the unit member's position is not held, the unit member shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability began. "Comparable" means same educational level (primary, upper elementary, middle school, or secondary) and also means immediate assignment within major and/or minor teaching fields whenever possible, except by request of the employee and subject to availability of the position.

G. Whenever the District determines that it may be appropriate to require verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one of the following two (2) methods – the option to be exercised by the affected employee, in the event the employee does not exercise an option upon request, the District may proceed with procedure 1 below:

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

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

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

   Executed this_____day of_____, 20 at_____, California, _____ County.

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

I. A unit member may request up to three (3) a year for paternity absence. The unit member shall have the amount paid a substitute employee deducted from the salary. This request may be in addition to a request under 10.2.5-B.

10.2.3 Illness

A. At the beginning of each school year, each unit member shall be credited with one (1) sick day per month to be worked.

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

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

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

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

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

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

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

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

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

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

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

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

10.2.4 Personal Necessity/Compelling Absence

A. Bargaining unit members shall be allowed no more than eight (8) days of accumulated sick leave for purposes of personal necessity/compelling absence. Such days may be taken when: (a) the need for absence is beyond the unit member's immediate control, (b) it presents an unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative.

The unit member will provide advance notice of absence to his/her supervising administrator unless extenuating circumstances exist. Reasons for such absence need not be provided, but shall comply with the limitations in 10.2.4-A.

10.2.5 Excused Absence

A. Without Loss of Pay: Upon request a unit member may be excused for an occasional absence up to a maximum of two (2) hours for a change in assignment or personal business when such absence from regular duty is deemed in the best interest of the District and the unit member and of such

nature that it requires the presence of the unit member during the working day (e.g. medical or dental appointment, religious observance, funeral of close friend).

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

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

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

10.2.6 Bereavement

A. Each unit member shall be granted three (3) duty days of paid absence, or five (5) duty days if out of state or travel of more than 250 miles one way is involved, for each bereavement due to the death of any member of his/her immediate family. Verification of death of member of immediate family and travel distance may be required by the District.

10.2.7 Jury Duty, Court Appearance Under Subpoena

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

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

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

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

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

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

2. Verification of appearance from the court is required.

10.2.8 Industrial Accident or Illness

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

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

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

B. The following rules shall apply:

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

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

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

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

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

C. Upon termination of the occupational injury or illness absence benefit, the unit member shall be entitled to the other benefits provided in this Agreement and for the purposes of each of these sections, the absence shall

be deemed to have commenced on the date of termination of the occupational injury or illness absence benefit, and entitlement or their sick leave will then be used; but if a unit member is receiving Workers' Compensation the unit member shall be entitled to use only so much of the person's accumulated or available sick leave, or other available leave which, when added to the Workers' Compensation award will result in a payment of not more than the full salary.

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

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

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

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

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

10.3 Leaves

10.3.1 Parental

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

B. No compensation or fringe benefits, unless paid by the employee, shall be paid to an employee while on parental leave. During such a leave, a

teacher shall maintain, but not add to, sick leave or other employee benefits, including seniority, accumulated prior to such leave.

C. Upon request, an eligible unit member shall be granted four (4) months leave without pay for the birth or adoption of a child of the unit member (see 10.3.2.B below).

10.3.2 Family Care and Medical Leave

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

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

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

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

E. No Family Care and Medical Leave shall be granted if an undue hardship would be created regarding the operation of the District. The District shall consider alternative means to alleviate the situation.

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

10.3.3 Health

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

10.3.4 Professional Development

A. The District may grant a unit member an unpaid leave of absence of one (1) year (renewable with permission for an additional year) to pursue a District-approved program of professional development which may include, but not be limited to, additional schooling and/or training,

research, participation in faculty exchange programs, or travel related to the unit member's present assignment.

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

10.3.5 Legislative

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

10.3.6 Sabbatical

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

1. Academic Study

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

2. Independent Research

a. A leave related to the present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued in 10.3.6.A-1. A complete plan for such study must be approved and filed with the original application.

3. Travel

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

B. General Provisions

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

a. Achieved permanent status.

b. Possession of a valid California credential.

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

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

2. Length of Leave

a. Sabbatical leaves shall be granted for not less than one (1) full semester or more than two (2) consecutive semesters. Leave for a fractional part of a semester is not permitted.

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

3. Application

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

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

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

d. The Sabbatical Leave Application Panel shall consist of seven (7) members. The members shall be four (4) tenured teachers appointed by the Association and three (3) administrators appointed by the Superintendent or designee. One of the administrators shall be appointed by the Superintendent or designee to serve as chairperson of the panel. The panel shall review all qualifying

applications and forward them to the Division Superintendent with a recommendation. The composition of the panel (grade level or position held) may be adjusted to reflect the applicant's assignment.

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

4. Approval

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

5. Concerning Retirement

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

6. Rate and Conditions of Compensation

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

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

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

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

7. Method of Payment

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

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

OR

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

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

8. Status upon Returning from Sabbatical Leave and Required Report

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

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

c. Payment for service rendered <u>after</u> return to duty cannot be made until either (1) these documents are filed with the Superintendent

and approved by the Board of Education, or (2) a statement is filed that the employee is not going to fulfill the leave requirements. If leave requirements are not fulfilled, no compensation may be paid for such leave and any such compensation received must be refunded.

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

10.4 General Provisions

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

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

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

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

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

10.4.6 A unit member on unpaid leave must serve at least seventy-five percent (75%) of the duty days required for that year in order to receive credit for one (1) years' experience.

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

A. Unit members on medical leave for more than a semester may have their position held until June 30th of each school year.

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

10.4.9 The unit member on leave must notify the Human Resources Office before March 10 of his/her intention to return to the District at the expiration of the leave or resign from the District. On semester leaves, the above date shall be November 1. The District will deem that the unit member has abandoned employment if he/she

fails to notify the Human Resources Office as required.

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

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

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

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

10.5 Other Leaves and Absences

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

10.6 Catastrophic Leave

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

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

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

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

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

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

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

10.6.8 The Association shall inform the Human Resources Office of the names of unit

members who have donated sick leave days and how many days they have donated.

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

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

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

ARTICLE XI

11.0 TRANSFER/REASSIGNMENT PROVISIONS

11.1 Definitions of Terms

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

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

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

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

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

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

11.2 Extra Preparation Time

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

11.3 Effect of a Unit Member Transfer or Reassignment Request

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

11.4 Notification of Reasons

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

11.5 Support Staff Personnel

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

11.6 Reassignment: Unit Member-Initiated

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

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

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

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

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

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

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

D. Years of experience in the District.

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

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

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

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

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

11.7 Reassignment: District-Initiated

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

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

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

11.8 Transfer: Unit Member-Initiated Transfer

11.8.1 Posting of Vacancies

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

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

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

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

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

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

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

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

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

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

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

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

1. A five (5) working day notice shall be provided to the SAEA office,

the SAUSD Human Resources Office, and a SAEA representative appointed by the SAEA President to be invited to attend reassignment related interviews. All interviews shall be conducted by an interview panel. The interview panel shall include an SAEA representative appointed by the President of SAEA. By July 1st of each year, the SAEA President shall provide a list of SAEA representatives and alternates ranked in order of preference by school site for interview panels. The list of SAEA representatives and alternates may be revised at the sole discretion of the SAEA President.

E. Years of experience in the District

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

11.8.4 Other provisions relating to unit member-initiated transfer:

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

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

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

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

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

11.9 Transfer: District-Initiated Transfers

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

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

B. All other factors from 11.8.3 A, B and C being equal, the unit member who has the least seniority within the department or site from which a transfer must take place shall be transferred first.

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

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

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

11.9.2 District-initiated transfers caused by curricular modifications and/or other educationally-related needs of the District and/or affected schools may be recommended at any time. Such transfers shall not be arbitrary or capricious. District-initiated transfers shall refer to the criteria in 11.8.3.

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

11.9.4 Unit members transferred under 11.9.1 above shall be given priority consideration over other unit member-initiated transfers to be returned to the original school site when a vacancy is available for which they are qualified and for which they apply.

11.10 General Provisions

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

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

11.10.3 Reassignment of Unit Member assigned to a Combination Class

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

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

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

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

ARTICLE XII

12.0 SAFETY CONDITIONS

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

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

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

12.2.1 In classrooms/laboratories that have a specific number of workstations, class size shall be three (3) less than the average class size under Article IX.

12.2.2 Once a unit member reports an unsafe, unhealthy, and/or unsanitary condition to her/his immediate supervisor, the District shall begin investigation within five (5) days, and the District shall supply SAEA with the results of their findings within 30 days. If the District finds an unsafe, unhealthy, and/or unsanitary condition, the District shall begin to take steps to correct the conditions within ten (10) duty days.

A. Unsafe, healthy, and/or unsanitary conditions may include but are not limited to:

1. Unsafe facility conditions caused by mold, asbestos, lead, extreme classroom temperatures, etc.

2. Assault or threat of assault of a unit member, whether made verbally, in writing, or via text message, email, or by posting on social media sites.

3. Sexual harassment of a unit member, whether made verbally, in writing, or via text message, email, or by posting on social media sites.

4. Inoperative cameras or other electronic security devices.

B. The timelines identified above in 12.2.2 do not preclude the District from taking immediate steps to address safety concerns, which may include, as applicable, providing assistance or calling for medical attention. These steps shall be taken in accordance with applicable laws, Board Policies and Regulations, and other provisions of this Agreement.

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

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

12.2.4 Each site shall keep a log of all safety concerns reported at the site. Resolutions to problems with dates and outcomes as well as outstanding issues shall be noted along with the safety concern. The District shall provide a copy of all safety logs to SAEA within ten (10) duty days of receiving the logs from each site. Unit members may request to look at the site logs during any non-instructional, non-assigned duty time.

12.3 District Security Cameras and Other Surveillance Devices

12.3.1 It is understood that the District currently has, and will continue to, install surveillance and recording devices for the purpose of maintaining safety and recording criminal activity.

12.3.2 The purpose of surveillance and recording devices is to provide a school and work environment that promotes safety of students, employees and visitors on school grounds and District facilities.

12.3.3 Except as provided for herein, information gathered by surveillance and recording devices shall not be used to monitor teaching activities. Information gathered by such devices may not be used for observation or evaluation with the exception of information gathered in the course of an investigation involving misconduct or criminal activity.

12.3.4 No recording devices will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms or locker rooms.

12.4 Infectious and Contagious Diseases: Upon a request from a unit member, the school nurse or site administrator shall investigate reports of pupils who suffer from contagious or

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

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

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

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

12.4.4 The District shall offer training annually on Universal Precautions between April 1st and September 30th of each year.

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

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

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

A. The District within the first 2 weeks of each new trimester/semester will publish

information concerning student discipline and make it available to teachers who have the affected students on their class rosters.

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

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

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

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

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

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

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

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

12.6 Pertinent Student Information: The site administrator, if he/she has knowledge, shall provide all unit members having direct supervision responsibilities pertinent information concerning any student who exhibited a potential, actual or immediate danger to unit member(s) during or before the first week of each semester/trimester of instruction. District personnel possessing such information shall provide it to the site administrator.

This information shall be provided prior to the time the student is placed in the classroom(s). All appropriate staff shall be notified of seriously disruptive students as required and authorized by law. Any verified incident involving any student at a site that is deemed "threatening" as defined by law shall be reported to all appropriate staff during or before the first week of each semester/trimester of instruction or within 5 instructional days of student enrollment.

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

the SAUSD School Police or Santa Ana Police Department or both. The administrator shall also report such assault or threat to Human Resources; the site administrator and/or Human Resources will also notify the Association President within 72 hours of the incident.

12.8 Breaks: No unit member shall be required to be supervising students more than 2 ½ hours consecutively without being provided a break of a minimum of 7 ½ minutes. For purposes of this section, passing time and/or nutrition breaks at the secondary level shall constitute sufficient time to satisfy the requirement set forth herein.

12.9 Personal Property Reimbursement

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

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

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

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

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

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

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

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

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

12.10 Modified Day/Hot Weather

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

A. If the temperature reaches 95 degrees and it is predicted by the U.S. National Weather Service that the temperature will continue at 95 degrees or higher, the Superintendent shall declare a modified day or days for students in all non-air- conditioned facilities, or facilities where the air-conditioning has been non- functional for one consecutive 24-hour period after appropriate parent notices have been sent home.

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

12.11 Pest Eradication

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

12.11 Secondary Traveling Teachers

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

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

ARTICLE XIII

13.0 PROVISIONS RESERVED TO THE GOVERNING BOARD

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

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

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

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

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

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

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

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

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

13.1.8 The job classifications and the content and qualifications thereof;

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

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

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

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

13.2.1 Staffing patterns.

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

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

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

ARTICLE XIV

14.0 DISCIPLINE

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

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

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

14.4 Progressive Discipline: The corrective process of applying penalties short of discharge where conduct is of a less serious nature and the employee has not repeatedly engaged in such conduct. The nature of such discipline should be appropriate to the conduct. It is understood that some occurrences leading to discipline under this provision may be of such seriousness as to not require strict adherence to each of the steps set forth below. Disciplinary actions that do not adhere to the progressive steps listed below shall be in writing and included in the District's disciplinary action. The basic steps in progressive discipline are:

14.4.1 Verbal reprimand(s): The supervising administrator shall clarify that "this is a verbal reprimand," and cite the reason for the reprimand.

14.4.2 Conference Summary: Conference with written memorandum of summary, including appropriate steps for corrective action.

14.4.3 Written reprimand (in personnel file).

A. Unit members receiving a written reprimand from the District shall have the opportunity to respond in writing. The unit member's written response, if any, shall be attached to the District's written reprimand and become a permanent part of the reprimand.

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

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

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

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

ARTICLE XV

15.0 EMPLOYEE BENEFITS

15.1 During the term of this Agreement, the District shall make available:

A. medical insurance
B. dental insurance
C. vision insurance
D. mental health insurance
E. life insurance
F. retiree insurance
G. 125 plan (flexible spending account)

15.2 Employee tenthly and retiree monthly contributions shall be based on three tiered rates (employee/retiree, two-party and family) as follows (except during the Collective Bargaining process referenced in 15.3.5B1):

Plans	Narrow Network	Lower Cost HMO	Higher Cost HMO	PPO
Employee/Retiree Premium Contribution	2% of premium	6% of premium	8% of premium	15% of premium

15.2.1 Newly hired, non-permanent unit members in their first two (2) full years (greater than 75%) of employment shall be eligible for SAUSD paid contributions toward medical benefits at the lowest employer's cost. Unit members shall be permitted to purchase other SAUSD offered insurance plans at the difference between the cost of those plans and the lowest employer's cost. After the first two (2) full years (greater than 75%) of employment, unit members shall be eligible for SAUSD paid contributions toward medical benefits under 15.2 above.

15.2.2 In order to coordinate medical benefits when a member and spouse are both employees of the District, and members of the same plan, one employee will have the contribution of the "employee only" rate and one will have the contribution of the "2 party or family" rate as applicable.

15.2.3 If an employee and their spouse voluntarily choose not to coordinate benefits, one may decline coverage, and the other employee's contribution (dual/family coverage) shall be waived.

15.2.4 Continue the current procedure whereby employees can elect not to be covered by one or more benefit programs.

15.3 A Health Benefits Authority (HBA) shall be established to make decisions and recommendations regarding:

A. medical insurance

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

15.3.1 The District shall designate a separate fund to account for revenues and expenses related to the health benefits programs listed in 15.3 above. The District shall provide documentation of fund activity.

15.3.2 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates, expected costs, and/or savings for the following plan year.

A. The annual actuarial analysis shall include the following elements:
1. Utilization
2. Medical trend
3. Experience
4. SAUSD plan designs

B. The HBA shall address any plan increases and subsequent rate increases (i.e. through plan design modifications) prior to open enrollment.

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

D. The HBA shall be authorized to select consultants to be paid from budgeted health benefits' funds. Labor may have an additional health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant in 15.3.2, and paid from the budgeted health benefits funds, but not to exceed 20% of the expense of the consultant selected by the HBA.

15.3.3 The HBA shall provide:

A. SAUSD Open Enrollment publication

B. Summary Plan Description

C. Evidence of Health Benefit Coverage

D. Trainings on health benefits' issues, trends, cost analysis, etc. shall be provided to the HBA. Release time for unit members on the HBA shall be provided by the District.

15.3.4 The HBA shall have three (3) SAEA voting representatives, to be appointed by the SAEA President.

15.3.5 The HBA Decision Making/Voting Process:

A. Consensus Decision Making Model

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

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

3. If the vote (15.3.5.A2) is 2 – 0, the recommended changes shall be implemented.

4. If the vote (15.3.5.A2) is a 1 -1 tie, either side may request mediation.

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

1. If an agreement cannot be reached within one hundred-twenty (120) calendar days after the beginning of the new health benefits plan year (i.e. November 1st of the fiscal health benefits plan year), the District and the SAEA's unit members/enrollees shall equally split the SAEA's proportion of the shortfall in health benefits funding: the District paying 50% of the shortfall and the SAEA's unit members/enrollees paying 50% of the shortfall. The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier levels.

C. Agendas and minutes of the HBA shall be made available on the District's web site.

1. Meetings shall be chaired by a voting member of the HBA. The chair and vice chair shall be appointed and rotated annually between management and the participating labor groups.

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

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

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

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

B. As of April 28, 2009, unit members with ten (10) or more years of full-time employment per Ed. Code in the District shall be covered by the terms of the 2007-08 CBA.

15.5 Eligibility for all dependents covered on all plans shall be as follows:

15.5.1 Any unmarried child under age nineteen (19) years (including a natural child, legally-adopted child, stepchild, or child under legal guardianship if actually living with employee in a regular parent-child relationship) and primarily dependent upon the employee for support. Employees may claim such dependents as an exemption for Federal Income Tax purposes.

15.5.2 A never married student age 19 through age 24 who is related to the employee as a natural or legally adopted child, a stepchild, or a child under legal guardianship. Such child must also be primarily dependent on the employee for financial support, and must be claimed by the employee as a dependent for Federal Income Tax purposes. The student must be able to provide proof acceptable to the District that he/she is in full-time attendance at one, or a combination of, qualified educational institutions.

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

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

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

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

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

A. The child is fully dependent upon the employee for support and maintenance.

1. Within thirty-one (31) days after the child turns nineteen (19), proof of the child's incapacity must be submitted to the District. Thereafter, continued proof of the disability may be required once per year.

2. For these purposes, "disabled" is defined as incapable of self-sustaining employment by reason of cognitive or physical disability that has lasted, or can be expected to last, for a continuous period of not less than 12 months. The District, at its expense, might require an independent medical or psychological verification.

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

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

15.5.6 The following are not considered family dependents:

A. Foster Child, unless meeting requirements of 15.5.1;

B. Grandchild, unless meeting requirements of 15.5.1;

C. Any other person who does not meet the requirements of at least one of the categories in section 15.5.1 and 15.5.2 above.

15.5.7 The following are considered family dependents:

A. State Registered Domestic Partners

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

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

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

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

15.9 A unit member on leave shall have the option to continue any health benefits negotiated in the Agreement at his/her own expense (see Article X, section 4.12).

15.10 All costs for medical examinations and/or tests required by the District shall be paid by the District.

15.11 Daily administration of the health benefits program, and responsibility for implementing the recommendations of the HBA, shall be the responsibility of the District.

15.12 Authority to enter into contracts with respect to the health benefits determined by the HBA shall rest with the District.

ARTICLE XVI

16.0 SUMMER SCHOOL

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

16.1.1 The summer school/intersession duty day shall normally be four and one-half (4 ½) hours, unless otherwise required by Education Code, excluding non-duty breaks.

A. Summer school teachers shall be paid for fifteen (15) minutes of preparation time per day worked in a summer school assignment with the compensation being determined by this formula: rate of pay multiplied by hours worked (instructional minutes + fifteen (15) minutes of preparation time).

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

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

16.2.1 Traditional School Teacher Selection Procedure

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

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

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

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

1. Appropriate credential/certification

2. Legal requirements

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

4. Subject area experience

5. Grade-level experience

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

E. Where two (2) or more qualified unit members apply for the same position, seniority in the District shall govern.

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

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

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

I. Prior summer school/intersession assignments will decrease priority selections after two (2) consecutive years of summer school intersession service.

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

K. The selection procedure for extended year programs of ROP/CTE, Special Schools, Phoenix House, Migrant Education, Independent Study, and the summer school and/or intersession program of Special Education are not subject to the provisions of section 16.2.1 of this Article.

16.3 Sick Leave

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

16.4 Observations of Summer School Teachers

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

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

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

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

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

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

16.5.1 A joint application shall be filed by the two (2) teachers.

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

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

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

16.6 Class Size

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

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

ARTICLE XVII

17.0 WORK STOPPAGE

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

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

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

ARTICLE XVIII

18.0 CONCERNS/COMPLAINTS AGAINST UNIT MEMBERS

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

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

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

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

18.3 If the concerned person is not satisfied with the resolution of the concern, he/she shall be instructed of the procedure to file a written complaint with the Superintendent. If such a written complaint is filed, a copy shall be forwarded to the unit member and the investigation of the complaint shall proceed as specified in Board Policies/Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIX

19.0 PERSONNEL FILE

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

19.2 The materials referred to in the foregoing statement (19.1 above) are not to include ratings, reports or records which:

A. were obtained prior to the employment of the person involved;

B. were prepared by identifiable examination committee members;

C. were obtained in connection with a promotional examination.

19.3 Every unit member shall have the right to inspect such materials upon request, provided that the request to inspect such materials is made at a time when such person is not actually required to render service to the District. Unit members may have copies made at the employee's expense.

19.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, but such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary deduction.

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

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

ARTICLE XX

20.0 PEER ASSISTANCE AND REVIEW (PAR)

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

20.1.1 Time Lines

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

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

C. The PAR program shall begin for a referred participating teacher at the beginning of his/her next school year (September for traditional schools).

D. Each year, Peer Review Panel Members shall be appointed no later than October 1st.

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

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

G. The Panel shall by majority vote select Consulting Teachers.

H. The Panel shall send a list of Consulting Teachers to each Referred Participating Teacher.

I. Evaluators shall refer Participating Teachers to the Panel.

J. The Referred Participating Teacher shall submit his or her Consulting Teacher preferences.

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

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

20.1.2 Peer Review Panel

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

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

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

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

E. The Peer Review Panel shall be responsible for the following:

1. Participating in annual training for Panel members.

2. Establishing its own Rules and Procedures for effectuating the provisions of this Article. Said rules and procedures shall be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement and ultimately the law shall prevail.

3. Selecting the panel of Consulting Teachers.

4. Developing and providing in-service training for Panel members and Consulting Teachers shall be done jointly by the Association and the District.

5. Notifying in writing the Referred Participating Teacher, Consulting Teacher, and site principal of their participation in the PAR Program.

6. Making available the list of the panel of Consulting Teachers to the Participating Teacher.

7. Sending a copy of the adopted Rules and Procedures to any bargaining unit member or administrator upon request.

8. Establishing a procedure for application as a Consulting Teacher.

9. Determining the number of Consulting Teachers in any school year, based upon participation in PAR Program, the budget available, and other relevant considerations.

10. Evaluating annually the impact of the PAR program in order to improve the program and remit a written Report of their findings to the Board and Association.

11. Developing all Application Forms for the Consulting Teachers and Voluntary Participating Teachers.

12. Developing all Consulting Teacher and Peer Review Panel Report Forms.

13. Based upon legislative modification or deletion of PAR, the Association and the District agree to renegotiate the PAR Program.

F. All panel proceedings and material related to personal matters shall be confidential. Conversations and supporting data collected/generated by the Consulting Teacher shall not be used in the evaluator's final evaluation of the Referred Participating Teacher.

G. Panel Members and Consulting Teachers shall be provided the same liability coverage contained in the Education Code and Government Code as provided administrators and others acting on behalf of the District. This includes District-paid legal defense and settlement awards, if any. If a conflict of interest exists between the Panel Member or Consulting Teacher and the District, the Panel Member or Consulting Teacher may select his/her own attorney. The District shall pay reasonable and necessary legal costs and fees in such actions.

H. Members of the Panel shall be provided reasonable release time for performing duties which require them to visit classrooms and/or for in-service training. If in-service training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem rate of pay.

I. Functions performed pursuant to the Article by bargaining unit employees shall not constitute either management or supervisory functions.

20.1.3 Participating Teachers

A. Permanent classroom teachers, who receive an unsatisfactory evaluation, shall be referred to and shall participate in the Peer Assistance and Review Program. For the purposes of this Article, an unsatisfactory evaluation is defined as three (3) or more elements marked "below standard" within a single standard of the current evaluation form.

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

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

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

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

20.1.4 Consulting Teacher

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

provided that the following shall constitute the minimum set of qualifications:

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

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

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

4. A Consulting Teacher shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

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

C. Applications and references shall be treated with confidentiality.

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

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

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

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

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

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

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

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

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

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

I. The Consulting Teacher shall meet with the Referred Participating Teacher and the evaluator of the Referred Participating Teacher to receive and discuss the Referred Participating Teacher's previously-established performance objectives as per Article V, section 5.1.1 and 5.1.2 of the SAEA/SAUSD contract.

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

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

L. Consulting Teacher shall prepare a Final Peer Review Report on the Referred Participating Teacher he/she assists. This Report shall be submitted to the Peer Review Panel, the designated evaluator of the Participating Teacher, and the Participating Teacher. The Referred Participating Teacher may attach a written response to the Consulting Teacher's Report and request a meeting with the Peer Review Panel to discuss the Report within 20 duty days. The Referred Participating Teacher has the right to an Association representative of his or her choice at this meeting. A copy of the Consulting Teacher's Report shall be submitted to, and discussed with, the Referred Participating Teacher to receive his or her signature before it is submitted to the Panel. The Participating Teacher's signing of the Report does not necessarily mean agreement, but rather that he or she has received a copy of the Report.

M. The Final Report of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and may be used as part of the evaluation of the Referred Participating Teacher conducted during participation in the program.

N. Consulting Teachers shall be provided reasonable release time for performing

duties which require them to visit classroom and/or for in- service training. If in-service training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem rate of pay.

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

20.1.5 Related Matters

A. Peer Assistance and Review Budget

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

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

20.1.6 Joint Committee

A. The Santa Ana Educators' Association (SAEA) and the Santa Ana Unified School District (SAUSD) shall through a committee comprised of four (4) members appointed by SAEA and four (4) members appointed by SAUSD:

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

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

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

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

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

20.1.7 Peer Assistance and Review Implementation

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

ARTICLE XXI

21.0 CONTRACT WAIVER

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

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

21.2.1 The balloting procedure must provide for the following provisions:

A. Site Name

B. Secret Ballots

C. Neutral Ballot Counting

D. Secure Ballot Storage

E. Off Site Voting

F. Vacancy Notice Advertisements

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

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

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

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

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

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

ARTICLE XXII

22.0 MISCELLANEOUS PROVISIONS

22.1 Within thirty (30) duty days of ratification of the Agreement by both parties herein, the District shall have sufficient copies of the CBA prepared and delivered to the sites (i.e. copies for the Principal, SAEA site representatives, and office manager). The cost shall be equally shared by the District and the Association. The CBA shall be made available on the District's web site.

22.2 Effect of the Agreement

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

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

22.3 Separability and Savings

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

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

22.4 Conflict

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

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

22.5 Application

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

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

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

ARTICLE XXIII

23.0 RETIRED TEACHERS

23.1 In the event that the 20-to-1 Class Size Reduction Program is reinstituted, the following provisions pertaining to retired teachers shall be returned to the contract as written in the 2010-2013 CBA:

23.1.1
23.1.2
23.1.3
23.1.4
23.1.5
23.1.6
23.1.7

ARTICLE XXIV

24.0 YEAR-ROUND SCHOOLS

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

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

ARTICLE XXV

25.0 BEGINNING TEACHER INCENTIVE FUNDING

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

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

25.1.2 Secondary math and science.

25.2 Proration of the $800 shall be as follows:

Intermediate

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

High School

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

Elementary Special Education

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

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

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

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

ARTICLE XXVI

26.0 SPECIAL SERVICES

26.1 SAEA and SAUSD shall establish a committee no later than June 30th to evaluate and make recommendations to the Bargaining Teams regarding the implementation of Special Service Programs no later than November 1st. This committee shall meet at least once a month. This committee shall consist of four (4) representatives of SAEA and four (4) representatives of the District. SAEA representation shall consist of unit members from Elementary, Intermediate, High School and Special Education, appointed by the President of SAEA. Agendas for this committee (for example: analysis of definitions, time-lines, working conditions, case loads/student contacts, etc.) shall be set by the respective Bargaining Teams.

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

26.3 Case Management Period/Release Time

26.3.1 Secondary Special Education teachers (Intermediate and High School levels) whose duties require direct classroom instruction of students who are not part of their caseload throughout the day will have a case management period in addition to their planning period.

A. In order to qualify for the case management period, the secondary special education teacher will be responsible for creating and implementing lesson plans, grades, student assignments and homework for at least one (1) instructional period per day for students who are and are not part of their caseload.

26.3.2 Elementary Special Education Teachers shall receive three (3) full Case Management Release days per semester.

26.3.3 The case management period/release time is for the purpose of:

A. Managing the teacher's caseload.

B. Meeting the requirements of their students' IEPs, including affirming and attesting IEPs in SEIS.

C. Testing students regarding their progress toward the student's IEP goals.

D. Meeting with general education teacher(s) regarding students that are mainstreamed and their progress in the general education courses.

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

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

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

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

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

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

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

26.5 Impact of Special Education Population on General Education Classrooms:

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

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

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

APPENDIX A

SANTA ANA UNIFIED SCHOOL DISTRICT
ANNUAL CERTIFICATED SALARY SCHEDULE
2024-2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
	BA*	BA + 24 units	BA +45 units	Masters/Doctorate**
1	70,919	70,919	70,919	72,873
2	70,919	70,919	71,820	76,157
3	70,919	70,919	75,416	79,580
4	70,919	74,187	79,179	83,165
5	70,919	77,895	83,141	86,909
6	73,154	81,787	87,296	90,822
7	76,446	85,877	91,659	94,903
8		90,174	96,232	99,176
9		94,677	101,054	103,636
10		99,407	106,104	108,301
11			111,417	113,179
12				118,335
16				125,149
21				134,110
26				138,788

Salary Based on 187 Workdays

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

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

Board Approved: June 24, 2025

CERTIFICATED EXTRA DUTY SCHEDULE
2024-2025

Dept. Chair Factors

(2-5)	77895
0.010	$779
0.015	$1,168
0.017	$1,324
0.020	$1,558
0.025	$1,947
0.030	$2,337
0.035	$2,726
0.040	$3,116
0.045	$3,505
0.050	$3,895
0.055	$4,284
0.060	$4,674

District Sports Scheduler

(3% of 3-7)	91659
$2,750	per year
$1,375	per semester

Project Coordinator
Audiologist
Music Technician
(8% of Base Salary)

Academic Coaches

(.050 of 3-7)	91659
$4,583	per year
$2,292	per semester

School Athletic Director
(Intramural)

(.020 of 3-7)	91659
$1,833	per year

Athletic Trainer/Athletic Director
(6% of 3-8 x 3 seasons) 96232
$17,322.00

Curriculum Specialist
Program Specialist
Higher Ed. Coordinator
Counselor Coach -CCR
Intructional Coach
(8% of 3-7) 91659
$7,333

Bilingual Stipends

(2-5)	77895
1.7%	$1,324
2.0%	$1,558
3.0%	$2,337
5.0%	$3,895

Bilingual
500

Doctorate
1% of Salary

Speech Stipend
(10% of 3-8) 96232
$9,623

Nurse Stipend
(10% of 3-8) 96232
$9,623

Librarian Stipend
(1% of 2-5) 77895
$779

ROP - Subs
ROP - Hourly
(0.000833 of 2-5) 77895
$64.887 per hour
NOTE: (Extra Duty Rate for ROP HOURLY (same rate)

Grade Level Leaders
(.005 of 2-5) 77895
$389.00 per year

Elementary Supervision
(.000444 of 2-5) 77895
$34.585 per hour

***Non-Instructional Hourly Rate**
(0.0006 of 3-10) 106104
$63.662 per hour

****Instructional Hourly Rate**
(0.000833 x unit member's placement)

Note: Yellow = for Add-On Stipends

NOTE: Article VII Wage and Wage Provisions
7.6.8 A
The ***Hourly Rate** is established by multiplying the hourly factor 0.0006 times Class III, Step 10 (106104) of the salary schedule $63.662
The Hourly Rate is paid for all hourly activities that **do not qualify** for the Instructional Hourly Rate, including, but not limited to, curriculum writing, staff development attendee, student supervision, parent education instructor, and conference period reimbursement.
NOTE: Additional jobs to be paid this Extra Duty Rate: Counselors, Nurses, Psychologists, Librarians

7.6.8 B
****The Instructional Hourly Rate** is established by multiplying the hourly factor 0.000833 times a unit member's placement on the salary schedule at the time service is rendered. The Instructional Hourly Rate is reserved for academic instructional time with students present. Activites for the Instructional Hourly Rate are limited to the following:
NOTE: Additional job to be paid this Extra Duty Rate: Speech and Language Pathologists, ROP Contracted Teachers

1. **Academic Instruction provided to students**
2. **Staff Development Instructor**
3. **Home Instruction**
4. **Hourly Career Technical Education (CTE) Instructor (less than 4 hours) Placement 2-5**
5. **Summer School, including Special Education Extended School Year (ESY). The Summer School Rate of pay is based on the salary schedule as of May 1 preceding the assignment.**

(All sports based on 11 weeks)

Intermediate Sports (3-7) 91659

HEAD	5%	$4,582.950	416.632	per week
ASST	4%	$3,666.360	333.305	per week
INTRA	3%	$2,749.770	249.979	per week

High School Sports (3-8) 96232

HEAD	6%	$5,773.920	$524.902	per week	(Football) & (Spring Football pay 3 weeks only)
HEAD	5%	$4,811.600	$437.418	per week	(Reg/Head) & use for Asst. Football only
ASST	4%	$3,849.280	$349.935	per week	
INTRA	3%	$2,886.960	$262.451	per week	

Board Approved: June 24, 2025

APPENDIX B

SANTA ANA UNIFIED SCHOOL DISTRICT
ANNUAL PSYCHOLOGIST SALARY SCHEDULE
2024-2025

STEP	SALARY	DOCTORATE
1	102,360	103,384
2	106,964	108,034
3	111,781	112,899
4	116,809	117,977
5	122,060	123,281
6	127,564	128,840
7	133,377	134,711
11	141,055	142,466
16	151,153	152,664
21	161,253	162,865

Salary based on 189 workdays

Board Approved: June 24, 2025

APPENDIX C

SITE CONTRACT WAIVER PROPOSAL FORM

Date Submitted to District Office and Association:_____

Contract Paragraphs to Be Waivered: _____

Purpose of Waiver:

Additional Instructional Minutes (IM) Per Day: _____

Additional IMs Per Week: _____ **Additional IMs Per Month:** _____

Additional Called Meetings (CM) Per Week:____ **Per Month:**_____ **Per Year:**_____

Length of CMs:_____ **Day(s) of CMs:** _____ **Time(s) of CMs:**_____

Duration of Waiver (not to exceed one year) _____

Commencement of Waiver:_____ **Conclusion of Waiver:** _____

Comments (Rationale, Special Circumstances, Considerations):

Site Administrator in Charge: _____ / _____
Signature and Date *Print Name*

Site SAEA Representative: _____ / _____
Signature and Date *Print Name*

Approved for Site Vote: _____

_____ _____
For SAUSD **For SAEA** **Date**

PLEASE CIRCLE YOUR RESPONSE TO THE QUESTION ***"Do you approve this waiver?"***

YES ***NO***

APPENDIX D – 1

EVALUATION PLAN

APPENDIX D
1 – EVALUATION PLAN

SANTA ANA UNIFIED SCHOOL DISTRICT
EVALUATION PLAN

SCHOOL YEAR: -

Employee:	Assignment(s):	Cycle:Traditional
School/Dept:	Permanent: ☐	Non-Permanent: ☐

INDICATE STANDARDS BEING ADDRESSED
STANDARDS 1.0 – 5.0
☐ 1.0 Engages and supports all students in learning.

☐ 2.0 Creates and maintains effective environments for students learning.
☐ 3.0 Understands and organizes subject matter for student learning.
☐ 4.0 Plans instruction and designs learning experiences for all students.
☐ 5.0 Assesses student learning.

INDICATE ELEMENT BEING ADDRESSED
STANDARDS 6.0 Develops as a Professional Educator
☐ 6.1 Reflects on teaching practice and plans professional development.
☐ 6.2 Establishes professional goals and pursues opportunities to grow professionally.
☐ 6.3 Works with communities to improve professional practice.
☐ 6.4 Works with families to improve professional practice.
☐6. 5 Works with colleagues to improve professional practice.
☐ 6.6 Balances professional responsibilities and maintains motivation

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Check Applicable CBA Paragraph Number:
☐ 5.1.1-A The evaluation of first year pre-intern/intern and emergency permit unit members, credentialed, temporary and categorically funded units members, and probationary units members shall be based on two (2) of the first five (5) Standards and one (1) element of Standard 6: Develops as a Professional Educator.
☐ 5.1.1-A The evaluation of the second or more years pre-intern/intern and emergency permit unit members, second and third year credentialed temporary and categorically funded unit members and second-year probationary unit member shall be based on the remaining three (3) Standards and one (1) element of Standard 6: Develops as a Professional Educator.
☐ 5.1.1-B Every evaluation year, the evaluation of permanent and continuing credentialed temporary (three or more years in the District) unit members shall be based on three (3) of the Standards and one (1) element of Standard 6: Develops as a Professional Educator.

5.1.2 Are Standards mutually agreed upon? Yes ☐ **or** No ☐

5.1.2 Which Standards are administratively substituted?

5.1.2-A Will Unit Member be submitting constraints? Yes ☐ **or** No ☐

EVALUATOR SIGNATURE: _____ DATE:_____

EMPLOYEE SIGNATURE: _____ DATE:_____

APPENDIX D – 2

OBSERVATION/EVALUATION FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

APPENDIX D-2: OBSERVATION FORM

School Year (Required):

Date:	Time In:	Time Out:
Employee Name:	School/Dept.:	Grade/Subject:
☐ Permanent ☐ 5-Year Waiver	☐ Non-Permanent	☐ Mid Year ☐ Annual
Observation #:		

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

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

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

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

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

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

Additional pages attached: Yes ☐ No ☐

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

APPENDIX D – 3

EVALUATION FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

APPENDIX D-3

EVALUATION FORM

School Year (Required):

Employee:	School/Dept.:	Assignment:
☐ Permanent ☐ 5-Year Waiver	☐ Non-Permanent	☐ Mid Year ☐ Annual

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

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

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

COMMENTS:

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

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

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

DISTRIBUTION: Employee Evaluator/Administrator Personnel File

APPENDIX D – 4

TASK-ORIENTED EVALUATION PLAN

SANTA ANA UNIFIED SCHOOL DISTRICT

TASK-ORIENTED EVALUATION PLAN

SCHOOL YEAR (Required): ---

Employee:	School/Dept..:	Assignment:
Period Covered by Evaluation:		☐ 5-Year Waiver
Evaluator Name:		

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

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

1

APPENDIX D – 5

TASK-ORIENTED EVALUATION FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

TASK-ORIENTED EVALUATION FORM

SCHOOL YEAR (Required): ---

Employee Name:	School/Dept..:	Assignment:
Period Covered by Evaluation:		☐ 5-Year Waiver
Evaluator Name:		

Objective #1: Evidence that Objective was met:
Objective #2: Evidence that Objective was met:
Objective #3: Evidence that Objective was met:
Overall Rating: Objective #1 - ☐ Meets Standards ☐ Below Standard Objective #2 - ☐ Meets Standards ☐ Below Standard Objective #3 - ☐ Meets Standards ☐ Below Standard
Evaluator's Comments:

Employee Response Attached: ☐ Yes ☐ No ☐ *Referral to PAR 20.1.3*

Additional Pages Attached: ☐ Yes ☐ No

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

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

1

APPENDIX D – 6

SAUSD EVALUATION PLAN

PILOT 18-19

SAUSD Evaluation Plan (Form **A1**)

Name: _____

School: _____

"I have completed the Personal and Confidential Assessment of the California Standards for the Teaching Profession (CSTP)."

_____ Date: _____

(Certificated Employee's Signature)

PILOT 18-19

SAUSD Evaluation Plan (Form B)

Evaluation Model (Circle One):

Individual Model Collaboration Model Administrative Coaching Model

Goal(s):

Based on your self-assessment of the CSTFs, outline your professional growth goal(s) for the year. Each goal should specifically indicate what you would like to improve or enhance, and why.

Assessment of Progress:

How will you assess progress towards the accomplishment of your goal(s)?

_____ Date: _____
(Certificated Employee's Signature)

_____ Date: _____
(Administrator's Signature)

PILOT 18-19

Self-Reflection Guide for Formal Evaluation Progress Meeting (Form C)

The mid-year, Formal Evaluation Progress Meeting is intended to help support your progress in the growth model process. The following questions are a "guide" for both administrators and unit members in preparation of the mid-year, Formal Evaluation Progress Meeting. This list of questions is to guide your thinking, but is not a requirement of the evaluation, and should only serve as a helping guide in the reflection of the progress made on your growth model.

1. What is your goal(s) and what strategies are you using? (Do you feel the need to adjust any part of it?)

2. Describe what your students have done, were able to do, or still need to do in relation to your goal(s).

3. How are you assessing growth up to this point? What documentation are you keeping?

4. What have you tried that's working and/or not working?

5. What are your next steps? What supports might you need as you move forward?

PILOT 18-19

Final Evaluation Form (Form D)

Name: _____ Date: _____

School: _____

Evaluation Model (Circle One):

Individual Model Collaboration Model Administrative Coaching Model

1. Goal:

2. Data Analysis: (Summary of data collected and shared insights regarding progress toward the accomplishments of the goal.)

3. Accomplishments: (Explain how your activities related to your goal have benefitted you and your students. What helped and/or what hindered student progress and why?)

4. Ideas or suggestions for next steps:

_____ Date: _____
(Certificated Employee's Signature)

_____ Date: _____
(Administrator's Signature)

☐ Referral to PAR 20.1.3 A

PILOT 18-19

Personal and Confidential Self-Assessment of the California Standards for the Teaching Profession (Form A)

	Emerging	Exploring	Applying	Integrating	Innovating
CSTP 1: Engaging and Supporting All Students in Learning					
1.1 Using knowledge of students to engage them in learning					
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests					
1.3 Connecting subject matter to meaningful, real-life contexts					
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs					
1.5 Promoting critical thinking through inquiry, problem solving, and reflection					
1.6 Monitoring student learning and adjusting instruction while teaching					
CSTP 2: Creating and Maintaining Effective Environments for Student Learning					
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully					
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students					
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe					
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students					
2.5 Developing, communicating, and maintaining high standards for individual and group behavior					
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn					
2.7 Using instructional time to optimize learning					
CSTP 3: Understanding & Organizing Subject Matter for Student Learning					
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks					
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter					
3.3 Organizing curriculum to facilitate student understanding of the subject matter					
3.4 Utilizing instructional strategies that are appropriate to the subject matter					
3.5 Using and adapting resouces, technologies, and standards-aligned instructional materials, including adopted materials, to make subject mater accessible to all students					
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content					
CSTP 4: Planning Instruction and Designing Learning Experiences for All Students					
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction					
4.2 Establishing and articulating goals for student learning					

Personal and Confidential Self-Assessment of the California Standards for the Teaching Profession (Form A)

	Emerging	Exploring	Applying	Integrating	Innovating
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning					
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students					
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students					
CSTP 5: Assessing Student Learning					
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments					
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction					
5.3 Reviewing data, both individually and with colleagues, to monitor student learning					
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction					
5.5 Involving all students in self-assessment, goal-setting, and monitoring progress					
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning					
5.7 Using assessment information to share timely and comprehensible feedback with students and their families					
CSTP 6: Developing as a Professional Educator					
6.1 Reflecting on teaching practice in support of student learning					
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development					
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning					
6.4 Working with families to support student learning					
6.5 Engaging local communities in support of the instructional program					
6.6 Managing professional responsibilities to maintain motivation and commitment to all students					
6.7 Demonstrating professional responsibility, integrity, and ethical conduct					

APPENDIX E – 1

GRIEVANCE FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

GRIEVANCE

To: Respondent _____	Date of Occurrence _____
From: Grievant(s) _____	Agreement Article No. _____
School/Dept. _____	Section No. _____
Position _____	Page No. _____
Name of Representative (if any) _____	Oral Conference Date _____
Association of Representative _____	

Nature of Grievance (Be specific):

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

_____ Grievant's Signature _____ Date of Submission

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

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

APPENDIX E – 2

GRIEVANCE RESPONSE FORM

SANTA ANA UNIFIED SCHOOL DISTRICT

GRIEVANCE RESPONSE

To: Grievant _____	LEVEL I ☐	Date of Occurrence _____
From: Respondent _____	LEVEL II ☐	Date of Oral Conference _____
Grievance No. _____	LEVEL III ☐	Agreement Article No. _____
Date Grievance Rec'd. _____	ARBITRATION ☐	Section No. _____
		Page No. _____

Response:

_____ Respondent's Signature

_____ Date

DISTRIBUTION: WHITE-Grievant, GREEN—Association,

(Attach additional page(s) if necessary)

APPENDIX F

SUMMARY OF BENEFITS PLAN DESCRIPTION

For Blue Shield PPO/HMO and Kaiser Benefits information, please log-on to:

www.sausd.us/benefits

1. Click on: Click on Evidence of Coverage

APPENDIX G

RETIREE BENEFITS AGREEMENT

SANTA ANA UNIFIED SCHOOL DISTRICT

Santa Ana, California

A G R E E M E N T

This agreement made and entered into this xx day of xxx, 20xx, by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, of Orange County, California, hereinafter referred to as the District, and **xxxx**, hereinafter referred to as the Retiree. Said Retiree has served in the SANTA ANA UNIFIED SCHOOL DISTRICT for xx YEARS, and has been an employee of the District for the prior three consecutive years.

TERMS OF THE AGREEMENT:

1. This agreement shall commence XXXX 1, 2010.

2. Retirees and spouses eligible for Medicare benefits from their employment or through their spouse's employment are required to enroll in the Medicare Program, both hospitalization (Part A) medical and (Part B), at the employee's expense. Retirees and their spouses that are also eligible for the Medicare Rx Program (Part D) are required to enroll in the applicable carrier program and/or comply with any carrier requirement.

3. The medical, dental and vision benefits (excluding life insurance) furnished to employees during the year of the coverage will be furnished to this retiree commencing **xxx 1, 2010**, and ending **xxx 31, 2019**. These benefits will be the same as negotiated for employees during the plan year of the coverage, and any employee charges in effect at the time of coverage will apply to the retiree also.

4. From **xxx 1, 2019**, the District agrees to allow the Retiree to continue with the medical, dental, and vision benefits (excluding life insurance) in effect at that time. Full premiums for these benefits will be paid to the District by the Retiree at the rate required. If the Retiree opts to continue

coverage, he/she agrees to continue with the medical, dental, and vision benefits (excluding life insurance) selected from the date above and pay premiums either three months or six months in advance.

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

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

By _____ Date: _____
Executive Director
Risk Management

_____ Date: _____
Signature of Retiree

_____
Address City Zip Code

Phone (_____) _____ S.S.#_____

INFORMATION

These items are for information. They are not to be considered a part of the negotiated Agreement.

They are not subject to the grievance procedure described herein, but may be reported utilizing the procedure of IN.3 contained in this information section.

IN.1 Excused Absences

IN.1.1 Excused Absence without loss of pay

IN.1.1.1 The Superintendent is authorized to change the assignment of an employee for school business for a period of five days.

IN.1.1.2 Excused absences or change of assignment for more than five (5) days shall only be authorized by the Board of Education.

IN.2 Provisions Governing the Teachers Salary Schedule

IN.2.1 Placement on the Salary Schedule

IN.2.1.1 At the time of employment, initial salary placement shall be determined on the basis of the Official unopened transcripts provided by the employee.

A. If Official unopened transcripts are not available on the date of employment, the salary placement shall be on Class I. Salary schedule placement adjustment will only be retroactive to the first duty day under contract if the Official unopened transcripts are received within 45 days of the first duty day. If the starting date is made retroactive, the 45-day period commences the day the employee signs the contract. After the 45-day deadline, change in salary schedule placement must follow the reclassification procedure as stated in the negotiated Agreement.

IN.2.1.2 Questions regarding placement on the salary schedule for the current school year must be brought to the attention of the Human Resources Office within 45 calendar days after the date of employment.

IN.2.1.3 It is the applicant's responsibility to provide a complete set of official transcripts to the Human Resources Office no later than 45 calendar days after the date of employment.

IN.2.2 Creditable Units

IN.2.2.1 A unit of work for credit on the salary schedule shall be of regular semester value, C grade or better, earned in an institution accredited by WASC or an accrediting agency of similar status.

A. The District will give credit for units prior to the Bachelor's degree if the college or university has designated the units as post-graduate credit and that the units were not required for the Bachelor's degree.

IN.2.3 Credit for Teaching Experience – Initial Salary Placement

IN.2.3.1 Credit for initial salary placement shall be granted on a year-to-year basis for comparable teaching experience requiring a credential. The maximum credit allowable shall be 15 (beginning 7/1/96) years. Credit shall be granted when service was full time, under contract for the equivalent of 75% percent or more of the full year contract days of instruction during two consecutive semesters under one of the following conditions:

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

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

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

IN.2.3.2 Subsection IN.2.3.1-B shall be effective beginning with the 1972-73 school year with the necessary corrected placement on the salary schedule and adjusted dollar amounts granted. Salary adjustments shall not be retroactive prior to September 1, 1972.

IN.2.3.3 Verification of comparable experience will be obtained by the Human Resources Office. Questionable experience will be submitted to the Superintendent's Cabinet for consideration.

IN.2.4 Credit for Related Experience

IN.2.4.1 Credit for related experience other than full-time teaching may be allowed when:

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

B. The duties performed were of a highly specialized and/or technical nature having an immediate or direct relationship to those expected in the position being filled; and

C. The experience was full time and successful.

IN.2.4.2 Credit will be granted at the rate of one year for three years of experience. Questionable experience will be submitted to the Superintendent's Cabinet for review and recommendations. All credit for related experience is subject to Board of Education review and approval.

IN.3 Report of Recommendation/Concern

IN.3.1 This procedure is established for the purpose of maintaining positive relationships with unit members of the District. Its further purpose is to provide a method of reporting accountability and a system of dealing with unit members' recommendations and concerns.

IN.3.2 This procedure for submitting recommendations and concerns shall apply to all unit members of the District.

IN.3.3 Definitions:

IN.3.3.1 Recommendation: An idea, proposed action or solution perceived by the originator to be worthy of acceptance or trial.

IN.3.3.2 Concern: A state of apprehension that persists in the mind of a unit member. The concern is an unresolved state or condition towards which the unit member exhibits a marked interest or regard. A concern may stem from the actions of an individual or from operational procedures of a department/division of the District. The unit member registering the concern expresses discontent about an unsatisfactory state or condition.

IN.3.4 Procedure:

IN.3.4.1 The originator shall complete the form describing the situation, retaining the bottom copy for reference and submitting the remaining copies to the immediate supervisor. The originator may attach substantiating information and other documents as desired.

IN.3.4.2 The immediate supervisor responds to the report in the appropriate area and forwards all copies to the appropriate Deputy Superintendent.

IN.3.4.3 The appropriate Deputy Superintendent and Superintendent, in turn, shall respond in writing to the report.

IN.3.5 Upon the completion of the response by the Superintendent, he/she shall cause copies to be distributed as indicated to all respondents and the originator.

IN.3.6 Upon the completion of the Superintendent's response, the originator, if not satisfied, shall submit the documents with supporting information to the Board of Education for review.

IN.3.7 Nothing herein shall prohibit a conference to be called by the administration (at any and all levels) and/or the attachment of additional information.

IN.4 Association Input

IN.4.1 The Association may provide the District with input relative to:

IN.4.1.1 The District calendar

IN.4.1.2 Evaluation, grievance, and Recommendation/Concern forms

IN.4.1.3 Procedures for filing evaluation materials and access to personnel files

IN.4.1.4 Retirement Incentive Program.

IN.5 Interpretation and Application of this Agreement

IN.5.1 It is the intention of the District to interpret and apply the provisions of the Agreement in a uniform manner giving consideration to the individual needs and problems of the various schools.

IN.5.2 If any unit member has evidence to indicate that the District's intentions are not being carried out, the recommendation/concern process may be utilized.

IN.6 Retirement Procedures/Qualifications

IN.6.1 To be an eligible candidate, a unit member of the Santa Ana Unified School District must meet the following requirements:

IN.6.1.1 Served the Santa Ana Unified School District for a minimum of ten (10) years.

A. Minimum of three (3) consecutive years as an employee shall be required immediately prior to making application for retirement. (A person on unpaid or paid leave is considered an employee in meeting this requirement.)

IN.6.1.2 Current salary must be equivalent to Class II, Step 10 of the Teacher's Salary Schedule (certificated only).

IN.6.1.3 Attained the age to be eligible to retire under STRS or PERS.

IN.6.1.4 Agree to retire under the STRS or PERS. The withdrawal of retirement funds is not considered retirement. Termination of retirement in order to return to work under STRS or PERS shall terminate this benefit.

IN.6.1.5 Performance has been satisfactory in last 12 months and not subject to disciplinary action.

IN.6.1.6 If an employee begins receiving STRS/PERS disability benefits on or after March 1, 1995 and meets the eligibility requirements of AR 4117.15/4217.15/4317.15, Retirement Procedures/Qualifications, with the exception of section 2.3 (age eligibility), he/she shall be considered eligible for benefits. If the employee later returns to employment, future eligibility under the program will be reduced by the amount of benefits allocated while in the disability status.

IN.6.2 Any eligible employee shall benefit as follows:

IN.6.2.1 The retiring employee shall receive no compensation, nor is service expected.

IN.6.2.2 The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) (i.e., benefits provided retirees on May 3, 2002 shall be the same benefits provided active employees on May 3, 2002). The Health Benefits Authority (HBA) shall determine comparability.

A. Medical and Dental Benefits Provided.

Years of Santa Ana Service	Year of Coverage
10	8
15	9
20	10
25	11
30	12
35	13

B. Coverage shall terminate at the end of the number of years of coverage indicated above or at age 70, whichever comes first.

C. Any charges made to active employees will also be made to retirees unless otherwise negotiated.

D. The benefits provided by the District shall be supplemental to any other medical benefits received by the retiree.

E. Retirees eligible for Medicare benefits from their employment or through their spouse's employment are required to enroll at age 65 in the Medicare Program, both hospitalization (Part A) and medical (Part B) at employee's expense in order to quality or continue qualification. Such coverage will be primary, with District benefits being secondary.

F. Retirees who enroll in a Health Maintenance Organization (HMO) senior plan, wherein they assign their Medicare eligibility to the HMO, will only be eligible for dental benefits during such enrollment. Re-enrollment in the Group Health Plan will be subject to restrictions for pre-existing conditions.

IN.6.2.3 After the coverage in IN.6.2.2 is completed, the retiree may continue the benefits by paying the District the prevailing premium costs in four (4) equal payments each year.

IN.6.3 Procedure

IN.6.3.1 Any employee who chooses to be a candidate shall:

A. Deliver completed retirement application and letter of resignation to the Human Resources Office.

B. Produce proof of retirement intent (application to STRS or PERS).

C. Provide the District annually with written affirmation of intent to continue under the program by completing, signing and returning District mailed forms.

IN.6.3.2 The Associate Superintendent, Human Resources, shall:

A. Determine that the applicant meets requirements stated above.

B. Process the contract and accept the resignation for reasons of retirement.

IN.7 Grievance Procedure Title IX-Sex Discrimination

IN.7.1 The negotiated Agreement between the Santa Ana Unified School District and the Santa Ana Educators' Association contains a grievance procedure which shall be used for purposes of Title IX – Sex Discrimination. (See Article VI of the Agreement with the Santa Ana Educators' Association.)

IN.7.2 When students or parents have an alleged grievance concerning Title IX, the grievance shall be made orally or informally to the employee of the District who the grievant feels has been in violation of Title IX.

IN.7.3 The student and/or parent is to follow the procedure outlined after the oral or informal grievance is made to the employee. This includes all the levels and general provisions as stated in the procedure except that the words "student and/or parent" shall be used instead of "unit member".

IN.7.4 Level IV (Article VI, Section 6.10) will be excluded from this procedure.

IN.7.5 The Title IX Coordinator will monitor all proceedings regarding Title IX questions.

IN.7.6 Forms are available at each school site.

IN.8 Student Conduct/Teacher Responsibility (Education Code, Section 44807)

IN.8.1 Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of the school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Education Code Section 49000.

Santa Ana Unified School District

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

March 25, 2009

"Elementary Class Size Grievances" Arbitration

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

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

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

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

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

Juan Lopez, Associate Superintendent, Human Resources, Santa Ana Unified School District — 6/10/2009 **Date**

Susan Mercer, President Elect Santa Ana Educators Association — 6/10/2009 **Date**

SANTA ANA UNIFIED SCHOOL DISTRICT
AND
SANTA ANA EDUCATORS' ASSOCIATION

AGREEMENT WITH RESPECT TO THE INTERMEDIATE CLASS SIZE ARBITRATION

NOVEMBER 13, 2009

1. The Parties agree to a cap on Intermediate School class size to 40 students per teacher's class roster beginning with the 2010-2011 school year.

2. Effective October 1 of every school year, (excluding Visual and Performing Arts, Honors and P.E.) teachers who have classes with more than 40 students on the roster for 10 consecutive schools days will be compensated at the rate of $10 per student per day, for a maximum of $40 per day.

3. Both parties will work diligently to reduce the class size in the District, with an ultimate long-term goal of 36. In order to accomplish this, the parties agree that in the event the District receives and increase of 2% or more in its funded base revenue limit for two consecutive years, the current agreed upon cap of 40 will be reduced by one, to 39. The parties intend to review after the first adjustment whether or not to continue the formulation for reducing class size.

4. Intermediate class size issues will be discussed at the existing Class Size Joint Committee as defined in the High School Class Size Arbitration Settlement.

5. Intermediate schools that implement an eight (8) period day will have the agreed upon cap reduced by one (1) from the cap listed in #1, 2, and 3 above.

6. In the event that the parties are unable to resolve their issues regarding the implementation for this agreement, either party may request the assistance of a Mediator/Arbitrator.

7. This agreement is subject to approval by the parties' respective Boards. If either party rejects the Agreement, the parties will resume the mediation/arbitration process.

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

4/30/2010
SAUSD Board Approval Date

Susan Mercer
President
Santa Ana Educators' Association

4/30/10

SAEA Board Approval Date

Santa Ana Unified School District and Santa Ana Education Association

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

1. The parties agree to use the concept of a cap on high school class size, with a cap of 40 students per teacher's class roster.

2. Effective October 1, for courses with five or fewer sections per school (excluding classes in Performing Arts and P.E.), teachers who have classes with more than 40 students on the roster for 10 consecutive school days will be compensated with release time:

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

3. Effective October 1, for courses with six or more sections per school (excluding Performing Arts and P.E.), teachers who have classes with more than 40 students on the roster for 10 consecutive school days, will be compensated at the rate of $10 per student per day, for a maximum of $40 per day.

4. Both parties will work diligently to reduce the class size in the District, with an ultimate long-term goal of 36. In order to accomplish this, the parties agree that in the event the District receives an increase of 2% or more in its funded base revenue limit for two consecutive years, the current agreed upon cap of 40 will be reduced by one, to 39. The parties intend to review after the first adjustment whether to continue this formulation for reducing class size.

5. The parties will form a Joint Committee of 4 members (2 from SAEA and 2 from SAUSD) to assess the data, address issues and concerns, and jointly solve problems arising from this Agreement. The Joint Committee will meet on a monthly basis for the 2009-2010 school year, and as needed thereafter.

6. In the event that the parties are unable to resolve their issues regarding the implementation of this Agreement, either party may request the assistance of the Mediator/Arbitrator.

7. This Agreement is subject to approval by the parties' respective Boards. If either party rejects the Agreement, the parties will resume the mediation/arbitration process.

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

Susan Mercer, President
Santa Ana Education Association

Mei L. Bickner, Mediator

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

August 28, 2014

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

1) For the 2014-15, the parties agree that AVID Coordinators in a K-8 setting, implementing AVID in grades 6, 7 and 8, will receive a stipend based on the number of AVID sections as stated in section 7.6.3.A of the Collective Bargaining Agreement (CBA).

2) In addition, AVID Coordinators in a K-8 setting will receive a flat stipend as stated in section 7.6.8.J of the CBA.

3) This MOU will stay in effect until the AVID Coordinator, in a K-8 setting, stipend is decided through the bargaining process.

Mark McKinney
Associate Superintendent, HR
Santa Ana Unified School District

Susan Mercer
President
Santa Ana Educators' Association

9/25/14
Date

9/25/14
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

SANTA ANA UNIFIED SCHOOL DISTRICT

AND

SANTA ANA EDUCATORS' ASSOCIATION

April 26, 2019

The purpose of this MOU is to facilitate the expeditious settlement of issues related to salary, benefits and work hours without foreclosing either party's ability to negotiate all other articles of the SAUSD-SAEA Collective Bargaining Agreement. Both parties have reached tentative agreement on Article 7 concerning salary, Article 15 concerning health benefits and Article 8 in order to facilitate the immediate implementation of extended day kindergarten commencing with the 2019-2020 school year. Subject to union ratification and Board adoption, these Articles shall be incorporated into the Collective Bargaining Agreement. The negotiation of this tentative agreement, subsequent ratification and adoption shall not foreclose the ability of either party to continue bargaining over other articles initially proposed and sunshined as part of the negotiation of a 2019-2022 Successor Agreement. It is acknowledged and understood that the agreed-upon terms pertaining to extended day kindergarten shall supersede any and all other articles and memoranda of understanding pertaining to the instructional schedules and duties of kindergarten teachers currently incorporated into the Collective Bargaining Agreement, with the exception of Article 8.2.10.

The parties also agree to establish an Extended Day Kinder Committee to consist of three (3) District-appointed representatives and three (3) SAEA representatives appointed by the SAEA President. The Committee shall meet four (4) times per year to discuss issues related to the implementation of Extended Day Kindergarten and Extended Day Transitional Kindergarten in the 2019-20 and 2020-21 school years. In the first year of implementation, the District will commence with an instructional model consisting of instructional minutes for kindergarten and transitional kindergarten students not in excess of 50,400 instructional minutes, or as prescribed by the State of California. The Committee may discuss options related to schedules, support and total instructional minutes to facilitate the transition to extended day.

For the 2019-20 and 2020-2021 school years, the District will provide three (3) release days per year for each kindergarten/TK teacher for the purpose of facilitating student assessment and data collection as a pilot program. The pilot program will terminate on June 30, 2021.

Tom Stekol	4-26-19	Susan Mercer	4/26/19
Tom Stekol, Ed.D.	Date	Susan Mercer	Date
Deputy Superintendent		Bargaining Chair	
Santa Ana Unified School District		Santa Ana Educators' Association	

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

February 7, 2018

The following constitutes an agreement between the Santa Ana Educators' Association (SAEA) and the Santa Ana Unified School District (SAUSD) dated January 12, 2018 as it relates to Article V: Evaluation Procedures. This MOU applies only to permanent unit members (teachers and task oriented unit members); non-permanent (probationary and temporary) unit members shall be evaluated according to the current provisions of Article V of the 2016-19 CBA.

1. The terms of this MOU shall be in effect for the 2018-19 and 2019-20 school years.

2. Article V: Evaluation Procedures:

5.1 Evaluation Purpose:

The purpose of the evaluation process is to provide a formal communication tool of the dialogues and reflections between certificated employees and their supervisors. The goal is to improve student performance and to help educator's grow professionally through a productive and individually relevant evaluation. The goal of the evaluation process is to improve student learning by:

A. Using professional growth models that maximize teacher effectiveness and student performance;

B. Stimulating professional growth through personally identified individual needs and measurable goals;

C. Providing an effective communication process for both administrators and certificated employees to build trusting relationships through ongoing collaborative dialogues.

5.2 Evaluation Plan:

5.2.1 Personal and Confidential Self-Assessment of the California Standards for the Teaching Profession (CSTP): All unit members, regardless of whether they are being evaluated during the current academic school year, shall complete a Personal and Confidential Assessment (Form A)

to evaluate their progress toward the California Standards for the Teaching Profession (CSTP) and verify that they have completed it (Form A1). The Personal and Confidential Assessment shall not be submitted as part of the unit member's evaluation, and shall remain confidential to the unit member.

5.2.2. No later than twenty-five (25) duty days following commencement of duties, the unit member being evaluated shall submit an Evaluation Plan (Form B) for the ensuing year to their evaluator.

A. Unit members shall choose one (1) Model to show professional growth for their Evaluation Plan:

i. Individual Model: Information and data collected by an individual unit member to personally evaluate their progress toward a selected goal(s).

ii. Collaboration Model: Working with one or more unit members to develop a common instructional goal(s) that individual unit members shall individually collect information and data to evaluate their progress toward a collaborated goal(s).

iii. Administrative Coaching Model: Current provisions under Article V of the 2016-19 CBA.

B. Unit members shall write their goal(s) and objective(s) for the year, and how they plan to measure their progress toward their goal(s), on the Evaluation Plan (Form B).

5.2.2 Unit members may request a change of designated evaluator in writing with their Evaluation Plan. If the designated evaluator denies the request, the unit member may appeal to the Associate Superintendent, Human Resources, or designee. The reasons for denial of a change of evaluator shall be given in writing to the unit member upon their request. Reasons for denial shall not be arbitrary or capricious.

5.3 Initial Unit Member/Administrator Evaluation Meeting:

5.3.1 Within fifteen (15) duty days following the submission of their Evaluation Plan (Form B), the unit member and designated evaluator shall meet to review the unit member's goal(s), objective(s), and measurement(s) under 5.2.1 and 5.2.2, and shall establish

a mid-year Evaluation Progress Meeting. The meeting date shall be mutually agreed upon to review the progress made toward the unit member's goal(s), objective(s), and measurement(s).

A. During the course of the evaluation period, circumstances may arise that require a re-calendaring of the Evaluation Progress Meeting. The unit member and designated evaluator shall mutually agree in writing on a revised meeting date.

5.4 Formal Evaluation Progress Meeting:

5.4.1 Unit members and their evaluators shall meet during the mid-year to discuss the progress of the unit member's Evaluation Plan.

A. Unit members shall write a mid-year, self-reflection report and present their progress to their designated evaluator. (See Form C as an example to help guide the preparation of the mid-year review.)Unit members shall self-reflect on their progress in meeting their goal(s), objective(s), and measurement(s) included in 5.2.1 and 5.2.2. The evaluator and the unit member shall discuss the progress being made.

B. Unit members may modify their goal(s), objective(s) and measurement(s) at this meeting.

C. Formal Evaluation Progress Meetings shall last no more than thirty (30) minutes.

D. During the Formal Evaluation Progress Meeting, the unit member and designated evaluator will calendar a Final Evaluation Meeting to review the unit member's goal(s), objective(s), and measurement(s). The meeting shall occur no later than thirty (30) days preceding the close of the school year.

5.5 Final Formal Evaluations for Personnel Files

5.5.1 In preparing the Final Evaluation Form (Form D) for placement in a unit member's personnel file, the unit member shall write a final self-reflection report regarding their growth in meeting their goal(s), objective(s), and measurement(s) in 5.2.1 and 5.2.2.

5.4.2 The completed Evaluation Form shall be submitted to the evaluating administrator no later that thirty (30) duty days preceding the close of the school year. In accordance with 5.4.1D, the evaluator and the unit member shall meet to review the evaluation report. Both the unit

member and the designated evaluator shall sign the Final Evaluation Form (Form D) for placement into the unit member's personnel files.

5.6 Evaluation Forms – The only forms used in the evaluation process shall be the forms mutually developed and mutually agreed to by the District and the Association.

5.6.1 By mutual agreement the Association and the District shall convene an Evaluation Forms Committee to review, update, and modify evaluation forms.

3. Unless noted above, all other provisions under Article V: Evaluation Procedures shall be applied (i.e. 5.1.2D-H, 5.3.2, 5.5.2, 5.5.4, 5.5.5, 5.5.6 and 5.5.8 of the 2016-19 CBA).

Mark A. McKinney Associate Superintendent, Human Resources Santa Ana Unified School District	Barbara Pearson President Santa Ana Educators' Association
3/5/18	3.5.18
Date	Date

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

March 9, 2018

The following constitutes an agreement between the Santa Ana Unified School District (SAUSD) and the Santa Ana Educators' Association (SAEA) dated March 9, 2018, as it relates to Article VIII: Hours of Work.

1. The SAUSD and the SAEA agree to repurpose and move Monday, November 19th and Tuesday, November 20th, 2018 as Professional Development days to Wednesday, August 8th and Thursday, August 9th, 2018.

2. The purpose of the Professional Development days is to provide unit members with academic and safety trainings prior to the beginning of the 2018-19 instructional year.

3. For the 2019-20 and the 2020-21 school years, two (2) Professional Development days shall be calendared on the two days before the first duty day.

4. This MOU shall stay in effect until negotiations for the 2019-20 CBA are finalized.

5. This MOU shall be part of the 2017-18 Tentative Agreement.

6. This MOU is non-precedent setting.

3/9/18 3/9/18

Mark A. McKinney	Date	Susan Mercer	Date
Associate Superintendent		Bargaining Chair	
Santa Ana Unified School District		Santa Ana Educators' Association	

Tentative Agreement
Between
Santa Ana Educators' Association
And
Santa Ana Unified School District
January 13, 2023

ARTICLE I DURATION

1.1 This Collective Bargaining Agreement (CBA) is made and entered into this ~~26th~~ __ day of ~~April, 2019~~ ___, 2023, between the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California, 92701, hereinafter referred to as the "District", and the Santa Ana Educators' Association/CTA/NEA, 2107 North Broadway, Suite 305, Santa Ana, California, 92706, hereinafter referred to as the "Association".

1.2 The term of this Agreement is for three (3) years commencing July 1, ~~2019~~ **2022**, and terminating June 30, ~~2022~~ **2025**. This Agreement shall be entered into upon ratification by the Association and the District.

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

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

1.5 **The parties agree to reopen two (2) articles each in addition to Article VII, Wage and Wage Provisions and Article XV, Employee Benefits, for the 2023-2024 school year.** No later than March 1, ~~2020~~ **2023**, each party shall present proposals for ~~a successor~~ **2023-2024 re-opener** ~~agreement~~ **negotiations**.

ARTICLE VII WAGE AND WAGE PROVISIONS

7.5.1. The ~~2019-20~~ **2022-2023** teachers' and psychologists' salary schedules shall be increased by ~~2.~~0 **9%** from the ~~2018-2019~~ **2021-2022** salary schedules beginning July 1, ~~2019~~ **2022**.

All active unit members at the time of Board approval of this Agreement shall receive a one-time, off-schedule payment of 5% based on their placement on the 2021-2022 salary schedule.

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

B. **Effective July 1, 2022,** Speech and Language Pathologists shall receive an annual stipend equal to ~~8~~ **10%** of ~~Class II, Step 5~~ **Class III, Step 8 for all active employed Speech and Language Pathologists at the time of Board approval of this Agreement.**

E. Effective July 1, 2022, School Nurses shall receive an annual stipend equal to 10% of Class III, Step 8 for all active employed School Nurses at the time of Board approval of this Agreement.

ARTICLE XV 15.0 EMPLOYEE BENEFITS

The District shall absorb the increased costs to health benefits for unit members and retirees during the 2023-2024 plan year. The unit member's percentage of tiered monthly contributions shall remain as written in the 2019-2022 CBA.

ARTICLE XVI. SUMMER SCHOOL

16.2.1 Traditional School Teacher Selection Procedure

K. The **selection procedure for** extended year programs of ROP/**CTE**, Special Schools, Phoenix House, Migrant Education, Independent Study, and the summer school and/or intersession program of Special Education are not subject to ~~this~~ **the provisions of section 16.2.1 of this** Article.

	1/13/2023		1/13/2023
Jennifer A. Flores	Date	Stephanie Stotelmeyer	Date
Associate Superintendent, HR		Bargaining Chair	
Santa Ana Unified School		Santa Ana Educators' Association	

Board Approved: February 28, 2023

Tentative Agreement
Between the
Santa Ana Unified School District
And
Santa Ana Educators' Association

October 21, 2024

ARTICLE I DURATION

1.5 The parties agree to reopen two (2) articles each in addition to Article VII, Wage and Wage Provisions and Article XV, Employee Benefits, for the ~~2023-2024~~ **2024-2025** school year. No later than ~~March 1, 2023~~ **January 31, 2025**, each party shall present proposals for ~~2023-2024~~ **2024-2025** re-opener negotiations.

ARTICLE V EVALUATION PROCEDURES

5.5.9 Unit Members in the Career Technical Education Program

The District agrees to comply with the requirements of Assembly Bill (AB) 2245 regarding the permanent status of certificated employees in regional centers or programs operated by a single school district, including Career Technical Education programs.

ARTICLE VII WAGE AND WAGE PROVISIONS

7.5.1 The ~~2022-2023~~ **2023-2024** teachers' and psychologists' salary schedules shall be increased by ~~9%~~ **3%** from the ~~2021-2022~~ **2022-2023** salary schedules beginning July 1, ~~2022~~ **2023**.

After the wage increases described above are applied, Class IV (Master/Doctorate), Step 26 shall be increased by an additional 1.0% effective July 1, 2024.

All active unit members at the time of Board approval of this Agreement**, and those members who retired at any time between July 1, 2023 and Board approval of this Agreement,** shall receive a one-time, off-schedule payment of ~~5%~~ **3%** based on their placement on the ~~2021-2022~~ **2023-2024** salary schedule.

7.6.8 Hourly Rate Factors

E. Elementary Class Splitting: When elementary students are divided among teachers because no substitute is available, the teachers shall receive one (1) hour of compensation at the hourly rate. **Effective January 1, 2025, when elementary students are divided among teachers because no substitute is available, the teachers shall receive two and one-half (2.5) hours of compensation at the hourly rate.** In all cases, principals shall first seek

volunteers. If no volunteers are available, the principal shall make assignments on a rotational basis.

ARTICLE XII SAFETY PROVISIONS

12.2.2 Once a unit member reports an unsafe, unhealthy, and/or unsanitary condition to her/his immediate supervisor, the District shall begin investigation within five (5) days, and the District shall supply SAEA with the results of their findings within 30 days. If the District finds an unsafe, unhealthy, and/or unsanitary condition, the District shall begin to take steps to correct the conditions within ten (10) duty days.

A. **Unsafe, unhealthy, and/or unsanitary conditions may include but are not limited to:**

1. **Unsafe facility conditions caused by mold, asbestos, lead, extreme classroom temperatures, etc.**
2. **Assault or threat of assault of a unit member, whether made verbally, in writing, or via text message, email, or by posting on social media sites.**
3. **Sexual harassment of a unit member, whether made verbally, in writing, or via text message, email, or by posting on social media sites.**
4. **Inoperative cameras or other electronic security devices.**

B. **The timelines identified above in 12.2.2 do not preclude the District from taking immediate steps to address safety concerns, which may include, as applicable, providing assistance or calling for medical attention. These steps shall be taken in accordance with applicable laws, Board Policies and Regulations, and other provisions of this Agreement.**

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

(New 12.3 added to the Agreement)

~~12.12~~ **12.3** **District Security Cameras and Other Surveillance Devices**

~~12.12.1~~ **12.3.1** **It is understood that the District currently has, and will continue to, install surveillance and recording devices for the purpose of maintaining safety and recording criminal activity.**

~~12.12.2~~ **12.3.2** **The purpose of surveillance and recording devices is to provide a school and work environment that promotes safety of students, employees and visitors on school grounds and District facilities.**

~~12.12.3~~ **12.3.3** **Except as provided for herein, information gathered by surveillance and recording devices shall not be used to monitor teaching**

activities. Information gathered by such devices may not be used for observation or evaluation with the exception of information gathered in the course of an investigation involving misconduct or criminal activity.

~~12.12.4~~ **12.3.4** **No recording devices will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms or locker rooms.**

(Current sections 12.3 through the end of this Article shift numerical values forward with no changes to language except as specified.)

12.~~6~~**7** Assaults/Threats: If a unit member is assaulted or threatened while in the performance of duties pursuant to his/her job description and/or other assigned duties, the unit member shall immediately inform the administrator and both shall report such assault or threat to the SAUSD School Police or Santa Ana Police Department or both. **The administrator shall also report such assault or threat to Human Resources; the site administrator and/or Human Resources will also notify the Association President within 72 hours of the incident.**

Article XV Employee Benefits

The District shall absorb the increased costs to the health benefits for unit members and retirees during the 2024-2025 plan year. The unit member's percentage of tiered monthly contributions shall remain as written in the 2019-2022 CBA.

Santa Ana Unified School District

10/21/24

Jennifer Flores — Date
Associate Superintendent
Human Resources

Santa Ana Educators' Association

10/21/24

John McGuinness — Date
Acting Bargaining Chair

Board Approved: November 12, 2024

JM	5/16/25
Initial	Date
[illegible]	5/16/25
Initial	Date

Tentative Agreement
Between
Santa Ana Educators Association
And
Santa Ana Unified School District

May 16, 2025

Article 2.0 Recognition

2.1.1 Included: (~~a~~**A**lso includes unit members on **T**~~t~~eacher **S**~~s~~alary **S**~~s~~chedule under contract):

Assistive Technology Specialists Augmentative Alternative Communication (AAC)*
Audiologists*
Behavior Analysts*
Behavior Intervention Specialists*
~~Bilingual Resource Teachers*~~
Career Technical Education (CTE) / Regional Occupational Program (ROP) Teachers
Classroom Teachers
Counselors*
~~District~~ Curriculum Specialists*
Early Start Teachers
Educationally Related Mental Health Services (ERMHS) Specialists*
English Language Development (ELD) Specialists*
Higher Education Center Specialists*
Home **and Hospital** Teachers ~~(receiving benefits)~~
Home Bound Teacher
Interns/~~Pre-Intern~~ Teachers
Instructional Coaches*
Itinerant Teachers
Language Specialists*
Librarians*
~~Literacy Coach*~~
~~Media Specialists*~~
Nurses*
Outreach Consultants*
Program Specialists*
~~Project Assistants*~~
~~Project Coordinators*~~

JM	5/16/25
Initial	Date
AP	5/16/25
Initial	Date

Psychologists*
~~Resource Teachers*~~
~~ROP Teachers~~
~~Safety Net Teachers*~~
School Based Mental Health Specialists I and II*
Special Education Teachers
Speech/Language Specialists /**Speech and Language Pathologists**
~~Summer School Teachers~~
Teachers on Special Assignment (TOSA)*
~~Temporary Teachers~~
~~Title I Resource Teachers*~~

* Indicates a Task-Oriented Position

Article VII Wage and Wage Provisions

The 2024/2025 Teacher Salary Schedule and 2023/2024 Psychologist Salary Schedule will remain in effect for the 2024/2025 school year.

Article VIII Hours of Work

~~8.2.3.F.3.~~

~~Average Kindergarten/TK class size enrollment shall be twenty-five (25) students at any given school site. Individual class size shall not exceed twenty-seven (27) students. The determination of class size shall not be made until after the completion of the first four weeks of school.~~

~~a. If after the first four weeks of school, the enrollment of any kindergarten/TK class should exceed twenty-five (25) students for a period of fifteen (15) consecutive instructional days, the affected teacher shall be paid $10 per student for each day thereafter that the student remains assigned to the classroom.~~
(Language moved to Article IX)

Article IX: Class Size

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

~~9.9.1 A. Elementary 31.0 students~~
~~B. Intermediate 31.75 students~~

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Initial	Date
AH	5/16/25
Initial	Date

~~C. High School ---------- 32.5 students~~
~~A. Opportunity/Continuation ---------- 25.0 students~~

9.1.1 The District will make a good faith effort to provide class size averages ~~in grades one and two that are below the average class size as stated in A below:~~ at or below the average class sizes listed in A-G below:

A ~~C~~.	~~Elementary~~ **Grades 1-3**	~~31.0~~ **30** students
B ~~D~~.	**Grades 4-5**	**31 students**
C ~~E~~.	~~Intermediate~~ **Grades 6-8**	31.75 students
D ~~F~~.	~~High School~~ **Grades 9-12**	~~32.5~~ 31.75 students
E ~~G~~.	~~Opportunity/Continuation~~ **Alternative Education** ~~25.0~~ **25** students	

9.2 An analysis of average class size by school shall be made no later than the **fifteenth (15th) day of instruction** ~~end of the third week of school~~ to identify schools exceeding the average class size.

9.4.4 ~~Opportunity/Continuation~~ **Alternative Education** - 26.0 students

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

9.4.7 Universal Transitional Kindergarten (UTK)

A. UTK/TK Transitional Kindergarten 20 students (10:1 student to staff ratio)

9.4.8 Average Kindergarten~~/TK~~ class size enrollment shall be twenty-five (25) students at any given school site. Individual class size shall not exceed twenty-seven

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Initial	Date
	5/16/25
Initial	Date

(27) students. The determination of class-size shall not be made until after the completion of the first four weeks of school.

A. If after the first four weeks of school, the enrollment of any Kindergarten~~/TK~~ class should exceed twenty-five (25) students for a period of fifteen (15) consecutive instructional days, the affected teacher shall be paid $10 per student for each day thereafter that the student remains assigned to the classroom. *(Language moved from Article VIII.2.3.F.3.a)*

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

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

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

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

Article XV Employee Benefits

The District shall absorb the increased costs to the health benefits for unit members and retirees during the 2025-2026 plan year. The unit member's percentage of tiered monthly contributions shall remain as written in the 2022-2025 CBA.

Santa Ana Educators' Association	**Santa Ana Unified School District**
5/16/25	5/16/25
John McGuinness Date	Jennifer Flores Date
SAEA Bargaining Chair	Associate Superintendent, Human Resources

Board Approved: June 17, 2025