

CLASSIFIED
PERSONNEL
AGREEMENT
2016-2019



2016-2019 SCHOOL YEARS

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Michael Leon, CSEA Labor Relations Representative

**AGREEMENT
BETWEEN THE
SANTA ANA UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2016 - 2019**



**SANTA ANA UNIFIED
SCHOOL DISTRICT**

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**Mark A. McKinney
Associate Superintendent
Human Resources**



**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**

A handwritten signature in blue ink, appearing to read "Eddie Leon", written over a horizontal line.

**Eddie Leon
President, CSEA Santa Ana Chapter 41**

A handwritten signature in blue ink, appearing to read "Michael J. Leon", written over a horizontal line.

**Michael J. Leon
CSEA, Labor Relations Representative**

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1.0 RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for the following unit of employees:
 - 1.1.1 All classified employees, activity supervisors on the salary schedule, and Head Start/State Preschool classified employees on a separate salary schedule and benefit plan, except management, confidential, supervisory, school police officers, substitutes, other short-term employees, and certificated employees.
 - 1.1.2 Classified employees in the Head Start/State Preschool programs shall be represented by CSEA with one or more Head Start/State Preschool unit members to serve on the bargaining team for items pertaining to Head Start/State Preschool.
- 1.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of Article 10.
 - 1.2.1 Disputes may be submitted to PERB for resolution.

2.0 DEFINITIONS

- 2.1 UNIT MEMBER - Any person employed by the District in a classification which is included within the recognized negotiating unit described in Article 1 (Recognition).
- 2.2 DUTY DAY - Any day on which a unit member is expected to perform services to the District.
- 2.3 WORK YEAR - The twelve-month period which begins on the unit member's date of entry (first day of employment).
- 2.4 PERMANENCY DATE - The first day of the month immediately following the month the unit member completes the probationary period.
- 2.5 ANNIVERSARY DATE – The unit members anniversary date shall reflect the date of hire after the successful completion of their probationary period.
- 2.6 SUBSTITUTE - A person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees.
- 2.7 SHORT TERM (TEMPORARY) - A person employed to perform a service upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.
- 2.8 ACCUMULATED SICK DAYS - Days earned, at one day per month, prior to the request for their use.

3.0 HOURS OF WORK

3.1 WORK DAY/WORK WEEK

3.1.1 The standard work week shall be forty (40) hours in five (5) consecutive days of eight (8) hours per day.

3.1.1.2 Part time Instructional Assistant-Biliterate positions

3.1.1.2.1 Effective July 1, 2002, all instructional Assistant-Biliterate (IA-B) employees shall be hired at less than 3.5 hours. The Part time IA-B position shall be designated as follows:

3.1.1.2.1.1 Salary Schedule: the Part Time Instructional Assistant-Biliterate (IA-B) position will be designated as entry level, and shall be a separate classification from 6 hour Instructional Assistant-Biliterate (IA-B) position. The 6 hour Biliterate Instructional Assistant position shall no longer be an entry level position.

3.1.1.2.1.2 Layoff: the Part Time Instructional Assistant-Biliterate (IA-B) position it shall be designated as the same classification as the 6 hour Instructional Assistant – Biliterate (IA-B).

3.1.1.2.1.3 All 6 hour Instructional Assistant-Biliterate (IA-B) positions shall be filled from the occupants of the Part Time Instructional Assistant- Biliterate (IA-B) positions.

3.1.1.2.1.4 Any and all vacated 6 hour Instructional Assistant-Biliterate (IA-B) positions shall be refilled.

3.1.1.2.1.5 All openings of Instructional Assistant positions at 4 hours or more shall be filled from the ranks of Part Time Instructional Assistant-Biliterate (IA-B) employees, except when no Part Time Instructional Assistant-Biliterate (IA-B) employee applies who meets the minimum qualifications for the position.

3.1.1.3 Accompanist-Elementary shall work less than 19.5 hours as established for the 2002-2003 school year, and the Accompanist-Secondary who work more than 19.5 hours as established for the 2002-2003 school year shall receive employee benefits in Article 11

3.1.1.4 Accompanist working hours may be adjusted according to the needs of the music program at their assigned work site(s). The adjustment to the work schedule shall not result in a reduction to the 6-hour work day.

- 3.1.2 The starting and ending time of a work day shall be determined by the immediate supervisor. Unit members shall have the right to make written requests regarding the starting/ending time for their work day. If a unit member's request is not granted, the unit member may submit a written request, on a District provided form, regarding the starting/ending time for their work day to the Assistant Superintendent, Personnel Services or designee who shall meet and confer with CSEA in order to reach a resolution within twenty (20) duty days.
 - 3.1.2.1 If an hours of work change of two (2) hours or less is to be made, the unit member shall be given five (5) duty days' notice.
 - 3.1.2.2 If an hours of work change is more than two (2) hours, the unit member shall be given ten (10) duty days' notice.
 - 3.1.2.3 Articles 3.1.2.1 and 3.1.2.2 may be waived with mutual consent of the District and the unit member.
- 3.1.4 Parent conference days, cluster days, released days for in-service at a particular site and mid-year break are not schooldays during which students would otherwise be in attendance. Certain instructional assistant and food service unit members may be required to render service on such days; compensation will be provided. Employees not required to work on such days shall have the following options:
 - 3.1.4.1 Report for work; or
 - 3.1.4.2 Take the day as paid vacation; or
 - 3.1.4.3 Take a day of personal absence without pay.
 - 3.1.4.4 Any time an instructional assistant or food service unit member is required to work on a student holiday, that unit member will be notified in writing.
 - 3.1.4.5 Instructional Assistants who are required/requested to attend staff development in-service outside their normal work day/work week shall be compensated at their hourly rate of pay.
- 3.1.5 Upon initial employment, and upon each change in classification thereafter, each classified employee shall be furnished two copies of his class specifications, salary data, assignment or work location, together with duty hours and the prescribed work week. One copy shall be retained by the employee, and the other shall be signed and dated by the employee and returned to his supervisor. (EC 45169)
 - 3.1.5.1 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.

3.2 LUNCH/REST PERIODS

- 3.2.1 A minimum thirty (30) minute non-compensated duty-free lunch period shall be provided all unit members who render service of at least five (5) consecutive hours. The lunch time shall be at approximately the midpoint of the shift or at a mutually agreed time between the unit member and the supervisor. School Police Services and Alarm Monitors are authorized a thirty (30) minute compensated lunch period and are on call during this time.
 - 3.2.1.1 A unit member working four (4) hours may be provided a thirty (30) minute non-compensated duty-free lunch period with the supervisor's approval.
 - 3.2.1.2 Lunch periods and break periods shall not be moved to the start or end of the work day in order to shorten the work day, except for temporary, occasional approvals by the site/department supervisor. Other exceptions, including teacher training programs shall be approved or disapproved in advance by the Director of Classified Personnel after seeking input from the CSEA president or designee.
- 3.2.2 A fifteen (15) minute compensated rest period shall be provided all employees for each four (4) hour period of service. The rest period herein described shall be taken at the discretion of the immediate supervisor at or near the midpoint of each four (4) hour period.

3.3 OVERTIME

- 3.3.1 The District reserves the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business. Except in an emergency situation, a reasonable notice will be given.
- 3.3.2 Overtime is any time which is worked in excess of 8 hours in any one day or over 40 hours in any one week.
- 3.3.3 Unit members shall be compensated at a rate of pay equal to one and a half (1-1/2) times the regular rate of pay of the unit member.
- 3.3.4 All hours worked on holidays shall be compensated at the unit member's regular rate of pay plus two times the unit member's regular rate of pay.
 - 3.3.4.1 If work is performed on a Saturday or Sunday that is preceded by a Friday holiday or immediately followed by a Monday holiday, the unit member shall receive double the unit member's regular rate of pay. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1. This provision does not apply to Alarm Monitors or other personnel when they are employed specifically on an as-needed basis.
 - 3.3.4.2 The provisions of 3.3.4 and 3.3.4.1 are modified for Alarm Monitors/Dispatchers as follows:
 - 3.3.4.2.1 Effective January 1, 2003, 3.3.4.1 shall not apply to Alarm Monitors/Dispatchers.

3.3.4.2.2 Effective January 1, 2003, Alarm Monitors/Dispatchers who work on holidays shall be provided with additional time off accrued at a rate of one and one half (1 ½) hours paid leave for each hour worked on the holiday. This additional paid time off shall be used within sixty (60) days of the holiday. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1.

3.3.5 Overtime shall first be offered to permanent unit members within the classifications of Personnel Assistant, Personnel Technician, Administrative Clerk I, Administrative Clerk II, Senior Administrative Clerk, School Office Assistant-Elementary and School Office Assistant-Secondary, contingent upon qualifications, within each department, or on individual sites in descending order of seniority in that classification. For all other classifications, overtime shall be offered to permanent unit members within each department, or on individual sites in descending order of District seniority in that classification. After overtime has been accepted or rejected, the unit member shall revert to the bottom of the seniority list for overtime assignments. Any employee shall have the right to reject any offer or request for overtime. If everyone in the department or site refuses the offer, the overtime shall be assigned by the supervisor to the unit member on the top of the seniority list who will then revert to the bottom of the seniority list.

3.3.5.1 If a unit member(s) is assigned a work assignment and overtime is needed to complete the work, the unit member(s) assigned to the project will be given the opportunity to complete the task.

3.3.5.2 If a probationary employee is available for the assignment (all permanents have declined the assignment), and the immediate supervisor concurs that the probationary unit member be given the assignment, the unit member shall be so assigned.

3.3.5.3 Procedure for District Safety Officer (DSO) Additional Assignments

3.3.5.3.1 This agreement shall be used for the filling of DSO assignment outside of the normal working day.

3.3.5.3.2 Whenever possible, the assignment of DSO overtime will not be delayed until the day of the overtime, but shall be done prior to the day of the overtime assignment.

3.3.5.3.3 When offered, overtime shall initially be offered to the DSOs at his/her site in descending order of District seniority. After overtime has been accepted or rejected, the DSO shall revert to the bottom of the DSO seniority list at that site for DSO overtime assignments. The Site administrator shall be responsible for keeping the DSO seniority list current, and for tracking the order of DSO's as they rotate through the list.

- 3.3.5.3.4 If all DSOs at the site reject the DSO overtime assignment, then the site administrator shall call and request Police Services to fill the DSO assignment. Police Services shall refer to the District-wide DSO seniority list, and follow the following procedure:
- a. Human Resources shall maintain a master District seniority list that will be revised whenever a new DSO is hired, or a DSO leaves employment. That list will be provided to Police Services and CSEA as soon as it is completed.
 - b. Each school shall designate a school office employee who shall be responsible for relaying immediate messages about overtime assignments to their DSOs on campus. The relay shall occur via radio or the most expedient method available to the designee.
 - c. On duty DSOs shall remain accessible to the designee so as to be available for contact about overtime assignments.
 - d. DSOs who do not wish to be offered overtime can call Police Services and advise them that the DSO does not wish to be called for overtime. The words "DO NOT CALL" will be placed next to that DSOs name until the DSO calls Police Services again to state that he/she wishes to be included in the DSO overtime rotation. All DSOs will be considered interested in overtime for the purposes of beginning this new procedure.
 - e. Police Services shall initially call and offer the overtime assignment to the senior most DSO on their District seniority list through that DSO's school contact designee. After the first assignment, the list shall rotate in seniority order.
 - f. When the DSO assignment requires a specific gender, then Police Services will follow the same procedures, except that the overtime will be offered only to the DSOs of the needed gender.
 - g. When contacted, the DSO must make an immediate decision about the overtime. If the designee can not immediately reach the DSO, then the designee is to log the receipt of the overtime call from Police Services, along with their attempt to contact the DSO, and then tell Police Services that the DSO is not available. The overtime is to be considered rejected.
 - h. After a DSO has accepted or rejected an overtime assignment at another site that DSO shall revert to the bottom of the District-wide DSO seniority list for DSO overtime assignments. For example: a DSO at Willard was called for an overtime assignment at Santa Ana High School. After that call, the DSO at Willard will revert to the bottom of the District DSO seniority list.

- i. Police Services shall log their attempts to fill all assignments via seniority rotation list. For each assignment this shall include where the rotation started on the list, and the date, time of each attempt made to contact the DSO. For on-duty DSOs, Police Services shall log their contact with the school site designee. For off duty DSO's, Police Services shall log the phone number called, with a comment (reached answering machine, no answer, wife advised DSO was not avail, etc.).
- j. If Police Services has contacted (or attempted to contact) every DSO in the District and has not found a volunteer for the overtime assignment, Police Services will fill the assignment with a substitute DSO or School Police Officer.

3.3.5.4 Overtime For Custodians At District Office

- 3.3.5.4.1 The equitable distribution of overtime for custodians at the District Office is adopted as the standard for the overtime rotation pursuant to 3.3.5.
- 3.3.5.4.2 All overtime will be assigned as per 3.3.5 of the contract, and the limitations previously placed on overtime rotation are hereby lifted.
- 3.3.5.4.3 Best efforts shall be made to ensure that hours worked overtime by the custodians (who seek to work overtime) do not span more than 30% from the 2000-2001 fiscal year going forward. Overtime earned shall be tracked by management.
- 3.3.5.4.4 3.3.5 shall be followed unless night overtime is assigned. Night overtime shall be made available to night custodians.
- 3.3.5.4.5 Once night overtime is assigned to a night custodian, management shall then equalize the overtime made available to the day custodian by assigning day overtime to the day custodian until the overtime earned by all custodians seeking overtime are roughly equal.
- 3.3.5.4.6 The parties shall meet and negotiate the effects of any changes in operations that led rise to this agreement.

3.3.6 Any unit member called back to work after completion of the regular assignment (regular means an eight (8) hour day) shall be compensated for at least two (2) hours of work before midnight and four (4) hours after midnight at the appropriate overtime rate.

3.3.6.1 Any food service unit member required to return to work after 4:00 p.m. shall be paid one and one-half (1-1/2) times the regular rate of pay of the unit member for all hours worked.

3.3.6.1.1 If not notified before the end of the normal work day and call-back is required, the food service unit member shall be paid two (2) times his regular rate for all call back hours worked.

3.3.7 In an emergency situation, this procedure for the distribution of overtime may be waived by the District.

3.3.8 A committee shall be established, consisting of two classified unit members, one employee each from Classified Personnel and Payroll, and the Director of Classified Personnel serving in an advisory capacity. The purpose of this Committee is to develop an overtime pay worksheet to clarify the appropriate payment of overtime.

3.4 COMPENSATORY TIME

3.4.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

3.4.1.1 At the time the unit member is offered an overtime assignment, the supervisor will inform the unit member if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

3.4.2 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or next two (2) pay periods from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.

3.5 VOLUNTEERS

3.5.1 The encouragement and utilization of volunteers is not intended to supplant, reduce, or transfer bargaining unit work.

3.5.1.1 Unit Members shall not be required to volunteer to do work contained in any bargaining unit job description, in lieu of pay.

3.5.2 The following are guidelines to avoid violation of this agreement:

3.5.2.1 Volunteer Work Requests - A memo outlining any and all work to be done at your site by volunteers must be submitted to the Senior Manager of Maintenance and Operations a minimum of two (2) weeks prior to the work being scheduled. A copy of this request shall be forwarded to the appointed CSEA Representative.

3.5.2.2 Alterations - In compliance to the Field Act and Building codes, no District approved structures/construction may be altered. Infrastructures may not be added to, modified, altered or deleted without approval. This includes plumbing, carpentry, painting, electrical, irrigation, air conditioning, signal circuits including computers, etc.

3.5.2.3 Painting - For painting projects, you must list the area being painted, type of painting being done, color(s), type of paint, and the supplies being used.

- 3.5.2.4 Landscaping - When any landscaping, planting or gardening is to be done, it will require a site plan with a marked plot plan of the improvements to be made and a list of the materials identified.
- 3.5.2.5 Cleaning - When cleaning any areas, e.g., restrooms, classrooms, lunch areas, only District approved chemicals shall be used and may require approved District supervision.
- 3.5.2.6 Equipment - Only approved equipment shall be used and must be operated by a qualified adult. A List of any equipment being supplied to your volunteers needs to be submitted with your original plans.
- 3.5.2.7 Safety - Proper safety measures shall be adhered to at all times. All volunteers will make a good faith effort to comply with safe working practices while in the performance of these activities, and efforts shall be made to protect surrounding school district property.
- 3.5.2.8 Supervision - In some cases, it may be necessary for a District employee with appropriate experience to be present to act as a technical advisor and/or supervisor.
- 3.5.2.9 Liability - The responsibility of the District and its liability in the use of volunteers must be considered at all times.

3.6 EXTRA WORK

- 3.6.1 Extra work is work beyond that which can be done during the unit member's normal shift assignment, or beyond the normal and customary staffing level of a department during normal business hours, and is of finite duration.
- 3.6.2 Extra work beyond normal ongoing work that is normally and customarily performed by unit members shall be assigned to unit members.
- 3.6.3 Extra work normally and customarily performed by unit members shall be made available to unit members at a site, in a classification, on a seniority basis in accordance with 3.3.5.
- 3.6.4 Such extra work may be discontinued when completed.

3.7 WORK YEAR

- 3.7.1 The work year of each classification and/or position shall be established and fixed at the time of employment.
- 3.7.2 Any proposed changes in work year shall be monitored by Human Resources, in cooperation with CSEA, and negotiated with CSEA as follows:

3.7.2.1 All work year changes shall be brought to the attention of CSEA. All work year change requests submitted to Human Resources between October 30 and April 30 shall be noticed to CSEA in the following May; all work year change requests submitted to Human Resources between April 30 and October 30 shall be noticed to CSEA in the following November. Negotiations shall be scheduled regarding the work year changes. Work year changes will be implemented after the conclusion of negotiations.

3.7.3 Unit members working less than twelve (12) months shall be initially notified of the following year's work year prior to the end of the previous work year, except when negotiations over the proposed changes have not been completed.

3.7.4 The work year of vacant positions shall be subject to negotiations.

3.7.5 Effective July 1, 2016 the work year calendar for all 9.5-month instructional unit members shall be increased from 180 days to 182 days.

3.7.6 Effective July 1, 2016 the work year calendar for LVNs & Bilingual Techs shall be increased from 183 days to 185 days.

3.8 EXPANSION OF HOURLY ASSIGNMENTS

3.8.1 If a unit member's hours are increased by a minimum of thirty (30) minutes for twenty (20) consecutive days or more, his or her basic assignment shall be adjusted accordingly.

3.8.1.1 If the assigned hours are adjusted to make the unit member eligible for health and welfare benefits, the benefits shall be provided at the beginning of the next calendar month occurring at least ten (10) days after the completion of the twentieth (20th) consecutive day of increased hours.

3.9 SIGN-IN PROCEDURES

3.9.1 Sign-in procedures that include the logging of times in and out are authorized in School Police for School Police personnel through dispatch and at the Central Kitchen through the use of the time clock.

3.9.2 Building Services shall utilize the following procedure for logging employees on and off duty:

3.9.3.1 All employees shall log on and off duty.

3.9.3.2 Employees shall be allowed to sign in for their shift from ten (10) minutes prior to the start of their shift to time their shift actually begins.

3.9.3.2.1 After the start of the shift, employees shall see a supervisor to log on duty.

3.9.3.3 Employees shall log off duty at the end of their shift.

- 3.9.3.4 In the absence of a supervisor to monitor the sign-in/sign-out procedure, employees shall sign themselves in at the start and out at the end of their shift.

4.0 WAGES AND WAGE PROVISIONS

4.1 CONTRIBUTIONS AND WAGE PROVISIONS

Salary Increase

Effective July 1, 2016 each cell of each salary schedule in appendix 5 shall be increased by 1% for all unit members in paid status by the District as of the ratification date of this agreement.

Unit members in paid status by the District as of the ratification date of this agreement shall, be paid in 1% one-time off schedule salary "bonus".

Library Media Technician (LMT) Hours & Job Description:

Effective upon ratification of the Tentative Agreement (T/A) and the revision of the LMT job description all LMT positions at elementary schools with enrollment of 850 or greater that are projected to maintain enrollment greater than 850 the following year shall be increased to 8 hours per day. Should a school enrollment fall below 850 the District shall negotiate with CSEA the decision and the effects to reduce the position.

The parties agree that there will be no bumping process or displacement of any LMTs at sites in which the hours have increased until such positions become vacant. When an 8 hour LMT position becomes available through attrition, the District will use the existing contract provisions to fill the vacancy.

- 4.1.1 The unit member shall pay his/her contribution to the Public Employee's Retirement System (PERS).
- 4.1.2 The amount of bilingual stipend shall be a flat amount of \$99.00 per month (prorated for less than eight (8) hours service per day) and not subject to COLA increases except as otherwise negotiated by the parties.
- 4.1.2.1 All new employees as of July 1, 2008 shall not be eligible for the bilingual stipend. New employees will not be required to translate or subject to discipline for failing to provide translation services.
- 4.1.3 Only unit members in a "paid status" on the date of ratification by the Board or those unit members who retired after July 1, 2001, shall benefit from the provisions of this article.
- 4.1.4 Instructional Assistants who have become credentialed as substitute teachers may be utilized to substitute for a full or part day absence of a regular teacher and shall be paid the difference between their current daily rate and that of a substitute teacher for the respective time period. The Instructional Assistant will lose no credit toward PERS service or seniority credit for other purposes.

4.1.5 Instructional Assistants-Special Education who are responsible for specialized physical health care of students (i.e., toileting, feeding, suctioning, catheterization, changing, positioning, patterning, elimination training, and appliance adjusting) shall receive a monthly six-hour stipend of \$20.00 for each child served, to a maximum of 10 stipends (effective July 1, 1995).

4.2 DATE OF EMPLOYMENT/ANNIVERSARY DATE

4.2.1 The date of employment shall be considered the first day the employee was hired.

4.2.2 The unit member's anniversary date shall reflect the date of hire after the successful completion of the probationary period.

4.2.2.1 See Article 6, Section 6.5.3, for anniversary date change for promoted employees.

4.2.3 Annual step advancement for unit members in the Head Start/State Preschool programs shall be subject to annual negotiations.

4.3 CHANGE IN POSITION

4.3.1 Whenever a change in position is granted a probationary unit member with the salary grade remaining the same, the new placement will be at the same grade and step as would have been paid the unit member in the former position.

4.3.2 Any unit member promoted shall receive an increase in salary no less than an amount equaling one step on their present grade placement but no higher than the highest step on the new grade.

4.3.2.1 Any unit member promoted to a lead position shall receive a step placement of no less than step 4 of the new grade.

4.3.2.2 The effective date shall be the first day served in the promotional position.

4.3.3 See Article 6, Sections 6.5.3 and 6.5.3.1, regarding anniversary date, evaluation, and trial period of promoted employee.

4.4 LONGEVITY PAY

4.4.1 A one grade salary adjustment (approximately 2½%) will be given to unit members after completion of 10, 15, 20, 25 and 30 years of service.

4.4.2 In determining eligibility, a unit member who works 75% of his/her work year will be given credit for one year of service for purposes of longevity only.

4.4.3 Longevity pay will automatically be added to the unit member's pay warrant and written notification will be sent by the office of Personnel Services Office to the unit member stating the new grade and step and effective date.

4.5 SHIFT DIFFERENTIAL

- 4.5.1 A shift differential of 0.661 cents per hour shall be added to the unit member's salary for all unit members whose shift ends at 10:30 p.m. or later.
- 4.5.2 A shift differential of \$1.095 per hour shall be added to the salary of all unit members assigned to the graveyard shift.

4.6 PROFESSIONAL GROWTH PROGRAM

- 4.6.1 Eligibility for a Professional Growth increment is limited to:

- 4.6.1.1 Permanent unit members.

- 4.6.1.2 Unit members who meet District standards, as supported by their two most recent performance evaluations.

- 4.6.2 Retroactivity

- 4.6.2.1 Course credit (units) applicable to the initial professional growth increment may be allowed retroactively provided:

- 4.6.2.1.1 The credits were earned within the last five (5) years while a regular employee of the Santa Ana Unified School District, not as a substitute.

- 4.6.2.1.2 If at initial employment a unit member is enrolled in course work, the credits will be accepted if no more than one-half (1/2) the duration of the course has passed.

- 4.6.2.1.3 The increment credits are verified through efforts of the unit member and are approved in accordance with requirements of the Professional Growth Program.

- 4.6.3 Course Credit (Units) and Increment Provisions

- 4.6.3.1 Course credit for each completed class must be used in its entirety, and no excess credits may be applied toward the requirement of another increment.

- 4.6.3.1.1 First Increment – 12 credits

- 4.6.3.1.2 Second Increment – 12 credits beyond

- 4.6.3.1.3 Third Increment – 12 credits beyond 4.6.3.1.2

- 4.6.3.1.4 Fourth Increment – 12 credits beyond 4.6.3.1.3

- 4.6.3.1.5 Fifth Increment – 12 credits beyond 4.6.3.1.4

- 4.6.3.2 A minimum of one (1) year shall be required between the approval of increments.

- 4.6.3.3 Application, proof of work taken and verifying transcripts (original with college seal) must be received by the Personnel Services Office.
- 4.6.3.4 A maximum of six credits per semester may be credited toward an increment.
- 4.6.3.5 A maximum of five increments may be earned by any unit member.

4.6.4 Criteria

- 4.6.4.1 The increment shall be earned upon successful completion of course work leading to the achievement of goals of benefit to the District which is equivalent to the 12 semester credits. At least 8 credits of each increment shall be related to the unit member's job family.
- 4.6.4.2 Course credits may be earned at accredited colleges, universities, trade schools, adult education institutions, educational conferences, District orientation classes, and workshops.
- 4.6.4.3 Educational conferences, workshops, and District orientation classes shall be credited at the rate of one-half (1/2) credit per eight (8) hours. Verification of hours of attendance shall be required.
- 4.6.4.4 To receive course credit, a letter grade of "C" or better or a "Pass" grade must have been achieved.
- 4.6.4.5 The District shall not incur any liability or costs of registrations, books, mileage or subsistence.

4.6.5 Procedure

- 4.6.5.1 Unit members shall initiate to their immediate supervisor/principal an application provided by Personnel Services listing class work equivalent to twelve (12) credits. If the application is approved and signed by the supervisor/principal, it shall be forwarded to the Personnel Services Office for review and monitoring. If the application request is denied by the supervisor/principal or Personnel Services, a notification with comments and recommendations shall be addressed to the applicant.
- 4.6.5.2 The Professional Growth Committee shall be established, consisting of five (5) classified unit members serving in an advisory capacity. Classified unit members shall be appointed for two (2) years and appointments should be made in alternate years to avoid a complete new committee every two years. The California School Employees Association, Chapter 41, shall make the appointments. This Committee shall meet on an as-needed basis.
- 4.6.5.3 The Professional Growth Committee shall, upon appeal, review the action which denied incremental approval, and make a recommendation to the Superintendent.

4.6.6 Compensation

4.6.6.1 At the completion of each approved twelve (12) credit increment, there shall be \$52.00 per work month added to the unit member's regular salary on the first of the month following the date all completed and approved official documents are received in the Human Resource Office.

4.7 PARAPROFESSIONAL CAREER LADDER PROGRAM (PCLP)

4.7.1 The Memorandum of Understanding (MOU), and its associated exhibits, between SAUSD and CSEA creating the Paraprofessional Career Ladder Program for the Orange County Paraprofessional Teacher Training Program (OCPTTP) is incorporated for reference and authority as APPENDIX 6.

4.7.1.1 The MOU shall be distributed to PCLP participants, PCLP applicants and their supervisors, and other interested parties upon request.

4.7.2 Project Escalera is added to the MOU in 4.7.1 as Exhibit 1 or Exhibit 2 of that MOU.

4.7.2.1 Paraprofessional participants in Project Escalera shall be eligible for higher-level job duties (Paraprofessional Job Descriptions 1, 2, and 3) and the accelerated stipends effective July 1, 2002.

4.7.2.2 Paraprofessional participants in Project Escalera shall be eligible for Paraprofessional Career Ladder Committee support upon ratification of this agreement.

4.7.2.3 Participants in Project Escalera who are not currently paraprofessionals shall be allowed to voluntarily demote to a paraprofessional position to take advantage of 4.7.2.1 and 4.7.2.2.

4.8 RECLASSIFICATION PROCEDURE

4.8.1 Individual requests for classification review may be submitted to the Personnel Services Office for study and implementation or rejection. Reclassification requests for all individuals in a class or classes shall be sent to the reclassification committee. Either type of request would be processed as follows:

4.8.1.1 Requests will be accepted between July 1 and December 31 of each year, with any approved reclassifications to be effective the subsequent July 1.

4.8.1.2 No requests will be accepted between January 1 and June 30.

4.8.1.3 Bargaining unit members submitting reclassification requests within the proper time frames shall be notified of the progress of the request no later than June 1. Unless an employee obtains permanency in a second classification, he/she may submit a request only once every three (3) years.

4.8.2 Requests may be submitted only by an employee who has had permanency in the position for a minimum of one (1) year.

4.8.3 This article is specifically excluded from the grievance/arbitration section of the Agreement except for the limited issue of whether or not the District has complied with the contractual time limits.

4.8.4 The reclassification request form shall be in two (2) copies and shall provide a statement indicating that the unit member may forward a copy to the Association if desired.

4.8.5 Reclassification Committee

4.8.5.1 A District/CSEA Reclassification Committee shall be comprised of the following:

4.8.5.1.1 Two (2) CSEA members and one (1) alternate shall be appointed by the President of the Chapter. These members shall serve two (2) year terms and may be reappointed.

4.8.5.1.2 Two (2) Administrators and one (1) alternate shall be appointed by the Assistant Superintendent, Personnel Services. These administrators shall serve two (2) year terms and may be reappointed.

4.8.6 Reclassification

Reclassification review may be sought only for the accretion of higher level duties and not for workload increases.

4.8.7 The findings and recommendations of the Reclassification Committee shall be submitted to the District and CSEA no later than May 1st.

4.8.8 All District recommendations for new and abolished classifications shall be forwarded to CSEA.

4.8.9 At the end of the reclassification process, the employee shall have the right to appeal the decision should his/her request for reclassification be denied. Any and all appeals shall be referred to the Reclassification Committee for review. Any lack of consensus of the committee during the appeal process will be referred to negotiations regarding matters within the scope of negotiations.

4.9 ERROR IN SALARY

4.9.1 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll, or in the payment of any classified employee's salary, the District shall, within five working days following the determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Ed. Code 45167)

4.10 STIPENDS UNDER DISTRICT'S DRUG AND ALCOHOL TESTING PROGRAM

4.10.1 Any classified employee covered by the PROGRAM as provided for in Article 5, Section 5.18 shall earn a stipend for commercial driving duties equal to a one range increase above the range for their classification.

4.11 STAFF DEVELOPMENT DAY FOR PARAPROFESSIONALS

- 4.11.1 Instructional Assistants may attend one day of staff development on a voluntary basis, and
- 4.11.2 Attendance may occur on one of the days when staff development has been scheduled for teachers, and
- 4.11.3 The site administrator/supervisor shall discuss training options and determine which day the assistant may attend, and
- 4.11.4 Compensation for the day of staff development shall be at \$120.00, and
- 4.11.5 This stipend shall apply as long as Staff Development Days are available to Instructional Assistants.

Classified Salary Schedule, Titles (Refer to Appendix 4)

Classified Salary Schedule (Refer to Appendix 5)

5.0 SAFETY CONDITIONS

5.1 SAFETY COMMITTEES

5.1.1 Site Safety Committee

- 5.1.1.1 Within twenty (20) duty days following the opening of school, a Standing Safety Committee shall be organized at each site. There shall be on the committee an even number of non-management members not to exceed ten (10), up to half of whom shall be unit members elected by the unit members at that site. The building administrator and/or his designee(s) may be a member(s) of the committee but shall not be counted in the aforesaid number of committee members.
- 5.1.1.2 The site administrator shall provide the opportunity for the election of members to take place by calling the initial meeting to elect a chairperson.
- 5.1.1.3 The committee shall review unsafe working conditions and make recommendations to the supervisor, who will take appropriate action.
- 5.1.1.4 The committee shall meet quarterly as a minimum, or as statutorily required, and as necessary when safety conditions are presented for investigation and/or recommendation.
- 5.1.1.5 The committee shall operate pursuant to the District Safety and Health Guidelines, except where herein preempted.

5.1.2 District Joint Safety Committee

- 5.1.2.1 Within twenty (20) duty days following commencement of the traditional calendar, a Joint Safety Committee shall be organized at the District.
- 5.1.2.2 There shall be twelve (12) members appointed to the committee. CSEA shall appoint four (4) unit member representatives and the certificated employee organization shall appoint four (4) unit member representatives to the District Joint Safety Committee. The Assistant Superintendent, Personnel Services or designee shall appoint four (4) administrative representatives.
- 5.1.2.3 The District Joint 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 classified representatives and administrative representatives to discuss safety issues pertaining to classified personnel. The Assistant Superintendent, Personnel Services or designee shall call these meetings.
- 5.2 It is the responsibility of all unit members to be alert in observing unsafe conditions, to make corrections within the scope of their authority and to report un-remedied conditions in writing to their immediate supervisor.
- 5.3 Upon a request from the unit member, the school nurse or on-site administrator will investigate reports of persons who suffer from contagious or infectious diseases. If, upon investigation, the persons are found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District will take such action as necessary to remedy the problem.
- 5.4 A unit member shall have the right to request, in writing, from his immediate supervisor that any unsafe working condition be corrected. The Supervisor shall take appropriate action and report such action in writing to the unit member within a reasonable time (not to exceed twenty [20] duty days).
- 5.5 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 immediate supervisor 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 immediate supervisor shall consider recommendations resulting from the conference and shall implement any actions necessary to protect the safety of the unit member.
- 5.6 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.
- 5.7 The immediate supervisor, if he has knowledge, shall provide all unit members having direct supervision responsibilities all information concerning any student who exhibited a potential, actual, or immediate danger to the unit member(s). This information, if available, shall be provided prior to the time the student is placed in the classroom(s).
- 5.8 All unit members will make a good faith effort to comply with safe working practices while in the performance of duties.

- 5.9 While in the performance of his duties pursuant to his job description and/or adjunctive duties, if a unit member is assaulted or threatened, the unit member and informed supervisor shall promptly investigate and if deemed necessary notify the School Police Services or the Santa Ana Police Department.
- 5.10 When a unit member is required to return to a site after dark, at least one other employee shall also be on that site and in the near vicinity of the work to be done by the unit member until the work is completed.
- 5.10.1 The District will establish an identification tag system for classified employees
- 5.11 Unit members involved in accidents with District vehicles may be required to submit to testing regarding the possibility of being under the influence of alcohol or controlled substances.
- 5.12 DISTRICT SAFETY OFFICERS
- 5.12.1 Unit members in this classification shall receive minimum training of twenty-four (24) hours per year to effectuate the professionalism accompanying the position. This training schedule shall include appropriate safe and lawful use of restraint, defensive and de-escalation techniques.
- 5.12.2 Unit members in this classification shall work as part of a "District Safety Team" working with the School Police. This District Safety Team shall share resources and combine knowledge and skills to effectively deal with District site problems, crimes, and safety issues.
- 5.12.3 Unit members in the classification shall be subject to evaluations by the Chief of School Police Services (or designee within Police Services Management) with input from the School Principal.
- 5.12.3.1 For the purposes of Article 9, Article 15, and any other article referring to "Immediate Supervisor," the immediate supervisor for DSOs shall be the Chief of Police or his/her police department designee.
- 5.12.4 The parties shall establish a current and joint operations manual which would include a composite of current policies, procedures, and rules pertaining to the District Safety Officer function. This process shall be reviewed and amended annually, no later than February of each year. In addition, those items that are subject to bargaining shall be negotiated.
- 5.12.5 District Safety Officers will comply with District policy and uniformity at all sites. Each site will be held to the same standards as the other. A professional standard of conduct will also be adhered to.
- 5.12.6 Currently, the District requires the wearing of a distinctive uniform by DSOs, the cost of the purchase, lease or rental, dry cleaning, and replacement of such uniforms shall be borne by the District. The uniforms shall remain the property of the District.
- 5.12.7 DSOs who successfully complete an accredited Police Academy at their own expense shall be given priority consideration when applying for a School Police Officer vacancy in which they are qualified.

5.13 HANDLING OF MONEY

5.13.1 Each work site that handles funds shall keep/store such funds in a locked container.

5.13.2 Food Services at each school site shall keep/store its funds in a locked safe.

5.13.3 All funds shall be transported as follows:

5.13.3.1 Food Services funds shall be transported from sites by armored car.

5.13.3.1.1 For sites where the amount of money to be transported does not exceed an average of \$100/day, unit members may be requested to transport the money to another District site when that travel is part of their normal assignment (e.g., Alton site and Middle College High School).

5.13.3.1.1.1 Should food Service sales increase at these sites where the amount of money transported from other sites, then the armored car service shall be implemented

5.13.3.2 Other funds, including student body funds, shall be transported from sites to the District office by armored car.

5.13.4 Written records regarding the handling of money shall be maintained.

5.13.5 When custody of money changes, an accounting of the custody change shall be provided to the employee relinquishing custody, including a signature of receipt and the amounts included.

5.13.6 Unit members whose job duties require the handling of money shall be required to attend annual mandatory training on the District policies and procedures for handling money.

5.14 DISCRIMINATION, SEXUAL HARASSMENT, AND HOSTILE WORK ENVIRONMENT

5.14.1 Employees are guaranteed a healthful work environment free from:

5.14.1.1 Discrimination, harassment, or hostile work environment due to the employee's race, sex, ethnicity, marital status, sexual orientation, physical appearance, physical or mental handicap, disability, or age.

5.14.1.2 Unsolicited and unwanted requests for sexual relations, and discrimination, harassment, or hostile work environment for the refusal to submit to unsolicited or unwanted requests for sexual relations.

5.14.1.3 Unsolicited and unwanted physical contact from others.

5.14.2 This section shall not impinge upon the employer's obligation to manage and evaluate employees based upon their work performance.

5.14.3 For the purposes of this section, the following definitions shall apply:

- 5.14.3.1 Discrimination: Unlawful treatment or consideration of, or making a distinction in favor or against, an employee or group of employees based upon their race, sex, ethnicity, marital status, sexual orientation, physical appearance, physical or mental handicap, disability, or age rather than individual merit.
- 5.14.3.2 Harassment: The persistent disturbance or torment of an employee or group of employees with repeated verbal attacks, insinuations, and innuendos of a nature that the targeted employee or group of employees find aggressive and/or offensive.
- 5.14.3.3 Sexual Harassment:
 - 5.14.3.3.1 Physical: A singular event of unsolicited and/or unwanted physical contact by another person.
 - 5.14.3.3.2 Verbal: Requests for sexual relations or relations beyond the scope of the work relationship after the targeted employee has stated to the offending person that further requests would not be welcome. Any comments made to an employee of a sexual nature about sexual relations or about physical appearance as a function of sexuality.
- 5.14.3.4 Hostile Work Environment: A work site or department where harassment and discrimination are allowed to occur after the immediate supervisor knew or should have known and has either done nothing and/or has been unsuccessful in stopping the inappropriate conduct and/or has perpetuated its continuance.
- 5.14.4 Employees who believe that they have suffered a violation of 5.14 may utilize the grievance procedure.
 - 5.14.4.1 The grievance procedure for any 5.14 violation shall end at Level 3-Superintendent.
 - 5.14.4.2 The filing of a grievance shall in no way impinge upon an employee's right to pursue a complaint against the District for any alleged conduct named in this section with the appropriate government agencies with jurisdiction. A complaint may be filed against the District by filing a District Complaint Procedure Form (Refer to Information - Miscellaneous).
- 5.14.5 All complaints involving discrimination, harassment, and/or Hostile Work Environment shall be investigated, including interviews with the accuser and accused, by the District within twenty-five (25) duty days following written notification of the complaint or occurrence. An extension shall be granted by mutual agreement between the District and CSEA.

5.14.6 If a District supervisor/manager is involved in the complaint involving discrimination, harassment, and/or Hostile Work Environment and the initial investigation confirms this involvement, the District shall meet with CSEA in order to resolve the complaint. If an independent non-District investigator was not used, CSEA may request within twenty-five (25) duty days such an investigation. The independent investigator shall undertake and complete all investigation within seventy-five (75) duty days. An extension shall be granted by mutual agreement between the District and CSEA.

5.15 FOOD SERVICE

5.15.1 A committee will be established which will be well balanced and representative of Central Kitchen as a whole, consisting of three (3) Food Service Workers and three (3) Administrative Personnel. Meetings would occur monthly with starting times to be set between 3:30 and 4:30 p.m.

5.15.2 There will be a minimum of seven (7) people on the line at all times, with the understanding that seven (7) people on the line is for the dual purpose of meeting production objectives, and providing a line speed that will not create a hardship on those working on the line. It may be necessary to pull people from other assignments occasionally in order to meet this seven (7) person objective.

5.16 EFFECTS OF THE IMPLEMENTATION OF THE AMERICANS WITH DISABILITIES ACT (ADA)

5.16.1 Current bargaining unit members shall be considered to meet revised minimum physical requirements where applicable. Any documented current or future physical limitations shall be discussed with CSEA prior to taking action that may affect a unit member's employment status.

5.16.2 Should an employee become eligible for reasonable accommodation under the ADA, the parties agree to meet and re-evaluate the designation of essential functions on selected representative duties should the employee feel he/she may be unable to perform those functions with reasonable accommodation. The District shall determine the essential functions applicable to the position as necessary to facilitate the employees' ability to perform the job with reasonable accommodation.

5.16.3 The parties agree that employees shall be offered light duty (or restricted duty) whenever reasonably possible when the light duty assignment will not impede healing or risk permanent disability.

5.16.4 The District's determination shall not be arbitrary, capricious or unreasonable. Any conflict arising out of the designation of essential functions, or the assignment of minimum qualifications to a position, shall be resolved through the grievance procedure.

5.17 EFFECTS OF DISTRICT'S DRUG/ALCOHOL TESTING PROGRAM (PROGRAM)

5.17.1 Any classified employees who are required to obtain and maintain a commercial driver's license in order to operate a commercial vehicle, as defined in the Drug/Alcohol Testing Program Manual (MANUAL), shall be covered by the PROGRAM.

- 5.17.2 The District's PROGRAM, as promulgated in the District's MANUAL of January 1996, 24 pages inclusive, and the Employee Handbook for the Drug and Alcohol Program (HANDBOOK), is to be incorporated in Article 5 of the contract by reference but shall not be grievable except for those provisions within the scope of negotiations.
- 5.17.3 Should a covered employee lose driving privileges through the implementation of the PROGRAM, such stipend will be suspended for the period the driving requirements are suspended in accordance with the program.
- 5.17.4 Any changes to the PROGRAM that fall within the scope of bargaining shall be negotiated with CSEA prior to implementation.

6.0 TRANSFER AND PROMOTIONAL PROCEDURES AND VACANCIES

- 6.1 All transfers in the Santa Ana Unified School District shall be made by the Superintendent of Schools or, in his absence, his designee.
 - 6.1.1 Transfer shall be defined as a change in work location but not job class or salary.
- 6.2 The supervisor or Division Superintendent may initiate a recommendation to the Human Resources Department in order to transfer a unit member. The following procedure shall be followed prior to the actual transfer being implemented:
 - 6.2.1 The unit member and the Association shall be sent a transfer notice in writing at the same time; it shall specify the reason(s) and work location.
 - 6.2.1.1 Transfers shall not be arbitrary, capricious, or discriminatory.
 - 6.2.1.2 Transfers which are disciplinary in nature should be referred to Article 15.
 - 6.2.2 All District initiated transfers, that are related to over or under staffing shall follow the steps below:
 - 6.2.2.1 The Human Resources Department shall provide written notice to the employees in the affected classification at the affected site/department requesting employee volunteers.
 - 6.2.2.2 The employee volunteer with the greatest seniority shall be selected for the transfer.
 - 6.2.2.3 After three (3) duty days should there be no volunteers, the least senior employee in the said classification shall receive the transfer.
 - 6.2.3 The transfer recommendations may be initiated at any time.
 - 6.2.4 Any unit member recommended by District management for transfer may appeal the transfer to the Division Superintendent within 5 duty days. The appeal is to be in writing stipulating the reasons that the transfer should not be made. The transfer shall be put on hold until the final decision is rendered.

- 6.2.5 The Division Superintendent shall consider the appeal and notify the unit member, in writing, of his decision within six (6) duty days.
 - 6.2.6 Any unit member affected by such transfer must receive written notice at least ten (10) duty days prior to effective date.
 - 6.2.7 Any transfer may be rescinded by the Board of Education.
- 6.3 Unit members requesting transfer from one school or department to another shall abide by the following:
- 6.3.1 All vacancies (except those designated as entry level on the classified salary schedule) by specific job title, and location if known, shall be posted at each District site for not less than six (6) working days prior to being filled.
 - 6.3.2 Any permanent unit member may apply for transfer to a position for which they are qualified by applying for the open position.
 - 6.3.3 When vacancies occur, all unit members requesting a transfer who are qualified and have submitted a District application shall be interviewed.
 - 6.3.4 If more than one unit member wishes to be transferred to a particular vacancy, the unit member with the greatest seniority (date of hire) shall be given priority consideration.
- 6.4 TEMPORARY REASSIGNMENT
- 6.4.1 The District will make a good faith effort to minimize temporary reassignments. If affected unit member(s) believe(s) abuse of the practice is evident, and the immediate supervisor does not rescind the reassignment, then an appeal may be made to the Division Superintendent for review. Summer reassignments are not subject to this provision.
 - 6.4.2 Site/department unit members shall have equitable access to temporary reassignment opportunities. All qualified site/department unit members in appropriate classifications shall be given fair consideration for such assignments. Unit members not selected for a temporary reassignment may file a written request for a written statement of reasons for non-selection. Non-unit members shall not be offered temporary reassignments over qualified bargaining unit members.
 - 6.4.3 Any unit member assigned by the District to a higher classification shall be paid a salary assigned to the higher position on the lowest step which will give an increase over the unit member's regular salary. This increase shall be no less than the difference between step 5 and step 6 of the higher classification, but no more than step 6 of the higher classification. This section is effective only if such assignment is three (3) consecutive days, or an accumulation of more than five (5) days in a fifteen (15) day working period.
 - 6.4.4 When a unit member is temporarily reassigned to a position in a lower salary classification (summer assignment), the unit member shall retain his/her grade and step.

6.5 PROMOTIONS

A promotion is an advancement for a CSEA Unit Member from a lower to a higher classification. It shall be the policy and practice of the District to encourage promotion from within for CSEA Unit Members.

- 6.5.1 All promotional opportunities shall be posted at every site, District Office, and District Website for a minimum of seven (7) duty days prior to being filled.
 - 6.5.1.1 All promotional opportunities of greater earnings shall be flown in house first (yellow).
- 6.5.2 The following procedures shall serve as guidelines for all promotions:
 - 6.5.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire.
 - 6.5.2.2 All qualified CSEA Unit Member applicants for the posted promotional positions shall be interviewed.
 - 6.5.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.
 - 6.5.2.4 The unit member with the greatest seniority shall be given priority consideration.
 - 6.5.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.
- 6.5.3 The promoted unit member shall serve a trial period of six months in the new position and shall receive a new anniversary date which will become effective upon successful completion of the trial period, the date to be determined in accordance with these provisions.
 - 6.5.3.1 A promoted unit member shall receive a formal written performance appraisal at the end of the third and fifth month of work.
- 6.5.4 Any unit member who fails to successfully complete the trial period of six (6) months for the promotional period shall be employed in the classification from which he or she was promoted. This may be accomplished as follows:
 - 6.5.4.1 The supervisor of the promoted employee and the employee may agree that the vacated position be filled with a temporarily-assigned unit member.
 - 6.5.4.1.1 Every reasonable effort shall be made to temporarily assign a unit member.
 - 6.5.4.1.2 If no unit member is temporarily assigned, a substitute maybe assigned during the six- (6) month trial period until the promoted employee gains permanency in the promotional position.

6.5.4.1.3 Should the promoted unit member not pass the trial period; he/she shall then be placed in the position from which he/she came that had been filled by a temporary assignment or a substitute.

6.5.4.2 If the supervisor requests to fill the vacated position with a regular (probationary or permanent) employee, the District shall place the unsuccessful promoted employee in an existing vacancy within the previous classification.

6.5.4.3 If no vacancy exists in the previous classification, the unsuccessful promoted employee may agree to accept a vacant position outside his/ her classification for up to sixty (60) working days while awaiting a vacancy to arise within his/her classification. If the employee does not accept a vacant position outside his/her classification, or if the sixty (60) days has expired, the least senior employee in the classification shall be bumped.

6.6 SUMMER SCHOOL/EXTENDED SCHOOL YEAR (ESY)

6.6.1 Selection of unit members to fill Summer School/Extended School Year openings will be made from qualified applicants in the same job family as the opening. Job family means the major headings on the classified salary schedule. When, in the judgment and discretion of the district management, two or more applicants are equally qualified, the applicant with greater District seniority shall be selected.

6.6.2 Should the need arise to reduce the staffing for the Summer School/ESY program at a specific site, the unit member with the most seniority in said classification shall remain at that site.

6.6.2.1 This shall not include Instructional Assistant-Severely Handicapped, Autism Paraprofessional, and other special circumstances (i.e. one on one, etc.) when deemed appropriate and necessary by the District.

6.6.3 All employees working summer school shall be covered by the terms and provisions of this agreement.

6.6.4 Non-unit employees shall not be deployed in summer school positions unless there are no qualified unit members applying for the assignment.

6.7 FILLING OF VACANCIES

6.7.1 All applicants for any classified position (promotional or new hire) shall test to demonstrate they meet the minimum qualifications of the position.

6.7.2 All applicants who test shall meet the minimum qualifications of education, training, experience, and length of service (if required) for the position as established by the Board of Education.

6.7.3 The interview panel, if utilized for the filling of any vacancy, shall be comprised of at least one (1) employee who has the skills or has performed the specific job duties of, of the actual position being filled. This does not apply to entry-level positions.

6.7.4 The District shall give no less than a five (5) day notice of scheduled interviews for CSEA Chapter #41 to appoint a representative to a classified interview panel unless otherwise agreed to on a case by case basis, by the Associate Superintendent, Personnel Services or designee and CSEA Chapter #41 President or designee.

6.7.5 When the number of applicants meeting minimum requirements is more than four, Human Resources personnel shall appoint an interview committee of three to five individuals to interview the eligible applicants. The immediate supervisor of that position generally shall not be a member of that committee. If the immediate supervisor is a committee member, the committee must consist of at least four individuals.

6.8 CHARTER SCHOOLS

6.8.1 Orange County High School of the Arts

6.8.1.1 District employees who accept employment with the charter school shall be eligible for re-employment.

6.8.1.2 Former District employees who accept employment at the charter school shall apply for openings as external candidates.

6.8.1.3 Employees who are re-employed shall start District seniority, vacation accrual, probation, and any other privilege of seniority anew.

6.8.1.4 For all provisions of the charter that conflict with the CSEA/SAUSD collective bargaining agreement, the collective bargaining agreement shall be controlling.

6.8.2 Santa Ana Science and Art K-8 Charter School

6.8.2.1 District employees who accept employment with the charter school shall be eligible for re-employment.

6.8.2.2 Former District employees who accept employment at the charter school shall apply for openings as external candidates.

6.8.2.3 Employees who are re-employed shall start District seniority, vacation accrual, probation, and any other privilege of seniority anew.

6.8.2.4 For all provisions of the charter that conflict with the CSEA/SAUSD Collective bargaining agreement, the collective bargaining agreement shall be controlling.

7.0 ABSENCES/LEAVES

7.1 DEFINITION

7.1.1 An "absence" or a "leave" is an authorization for a unit member to be absent from duty.

7.1.1.1 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.)

7.1.1.2 "Leaves" are those absences extending for a period of twenty-one (21) duty days or more.

7.1.2 "Member(s) of the immediate family" as used in this Article shall mean spouse, parents, stepparents, foster children, foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren, sons and daughters-in-law, brothers or sisters, of the unit member or of the unit member's spouse, or any person permanently living in the immediate household of the unit member.

7.1.2.1 When a unit member is the only known surviving blood relative of a person not listed in 7.1.2, the Superintendent or his designee may designate such relative as a "member of the immediate family."

7.1.3 An illness absence shall be an absence of the unit member due to illness, quarantine, or disabling condition which prevents the unit member from performing regular assigned duties.

7.2 GENERAL PROVISIONS

7.2.1 Any unit member who is absent from work without authorization or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation unless extenuating circumstances prevail.

7.2.2 All unpaid leaves of more than twenty (20) duty days shall be without fringe benefits except for a Family Care and Medical Leave (see 7.3.8). The individual unit member may make arrangements through Human Resources to pay the premium for fringe benefits for the time on leave (if permitted by the carrier).

7.2.3 Any authorized absence of twenty (20) duty days or less not covered by illness, personal necessity provisions or other articles of this agreement, shall be without compensation. Health and dental benefits shall be maintained.

7.2.4 No credit for leaves shall be given on the salary schedule if the length of paid service is less than 75% of the duty days for that assignment for that fiscal year.

7.2.5 At the expiration of any unpaid leave, the unit member will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the unit member's name shall be placed on a re-employment list for the classification for a period of 39 months. The unit member may return to a classification at the same or lower salary level for which status is held.

7.2.6 The unit member shall notify the Human Resources Office at least fifteen (15) duty days prior to the end of the leave of any intention to return to the District at the expiration of the leave or resign from the District. Failure to notify the Human Resources Office shall be considered a resignation from the District.

- 7.2.7 Only permanent unit members who have completed two (2) years' service are eligible to apply for a leave. (Exception: child care leaves.)
- 7.2.8 After a leave has been approved, the District is under no obligation to return the unit member to service sooner than that approved, but will consider a written request by the unit member to return to work earlier.
- 7.2.9 When the District requires a physical examination for any absence or leave, the District pays the physician.
- 7.2.10 All bargaining unit members shall notify the District Substitute Call Request system for all sick leave absences of one day or more as soon as they are aware of their impending absence. Unit members are also encouraged to notify their immediate supervisor of such absences.

7.3 ABSENCES

7.3.1 Maternity

- 7.3.1.1 All unit members bearing a child shall be entitled to maternity absence without pay except as stipulated in 7.3.1.4.
 - 7.3.1.1.1 Medical and dental benefits will continue during the absence.
- 7.3.1.2 The maternity absence request shall be on the approved District form.
- 7.3.1.3 The effective beginning date and the length of the absence shall be determined by a written statement from the unit member's physician.
 - 7.3.1.3.1 Maternity absence shall be that amount of time required for recuperation from childbirth.
 - 7.3.1.3.2 Any absence prior to the delivery date shall be handled in accordance with provisions governing other absences due to illness or physical disability.
- 7.3.1.4 The use of accumulated sick days and other pay benefits of duty days during this recuperation period will be permitted under the following conditions:
 - 7.3.1.4.1 The attending physician stipulates, in writing, that the unit member is either too ill or is physically disabled and unable to work.
- 7.3.1.5 At the expiration of the maternity absence, the unit member will be assigned the position which was held at the beginning of the absence. A physician's statement shall contain a verification of absence days with an unrestricted release to return to service with a date of return.

7.3.1.6 Up to five (5) duty days of unpaid absence are available for the father at time of birth for the mother or father or for the mother or father at the time of adoption (if child is 5 years or under), if requested.

7.3.2 Illness

7.3.2.1 A unit member shall be credited with one sick day per month for each month of service. A unit member employed less than forty (40) hours per week shall be credited that proportion of one day per month as the number of hours per week the unit member is employed bears to forty (40).

7.3.2.1.1 A month of service is at least 75% of the working days in that month.

7.3.2.1.2 A unit member who works 50% or more, but less than 75% of the working days in a month, shall earn 1/2 sick day.

7.3.2.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

7.3.2.3 At the beginning of each fiscal year, the full amount of sick days entitled under this section shall be credited to each unit member. Credit for sick days need not be earned prior to using such absences and such absences may be used at any time during the year. However, a new unit member of the District shall not be eligible to use more than six days until the first day of the calendar month after completion of 130 consecutive duty days of active service with the District.

7.3.2.4 If a unit member does not use the full amount of days earned in any year under this section, the amount not used shall be accumulated from year to year.

7.3.2.5 All illness absence benefits must be claimed within each payroll reporting period by filing a signed Employee Absence Card.

7.3.2.6 Any absence exceeding five (5) days requires a written statement listing the absence day(s). The statement shall be by a duly licensed physician or acceptable evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination shall be required in each payroll reporting period.

7.3.2.7 The District Human Resources Office, at its discretion, may require certification of illness absence from a physician or other acceptable verification of illness for any of the first five (5) days of absence provided that the District has reasonable cause to believe the unit member violated the use of sick days.

7.3.2.8 Unit members who serve in the summer school earn additional days for illness or injury, and may use accumulated entitlement for illness or injury during the time when they render service in the summer school.

7.3.2.9 Extended Sick Leave Benefit: Pursuant to Education Code Section 45196, Each unit member shall once per year be credited with 100 work days of extended illness and injury leave in addition to regular sick leave provided for in this Agreement. Each day of leave provided under this section shall be compensated at the rate of 50% of the unit member's regular salary, and leave at that rate of compensation shall be available after all full-paid sick leave entitlement has been exhausted. The 100 days of leave shall commence on the first day of leave after having exhausted all full-paid sick leaves, but shall exclude paid vacation and holidays. Holidays (e.g., Thanksgiving) that occur during a period of extended sick leave shall be paid at the employee's regular holiday rate rather than the 50% rate. Holidays shall not count toward the 100-day total period of extended leave. Unused extended sick leave does not continue into the next school year. Extended sick leave does not accumulate from year to year.

7.3.2.9.1 The District will provide each unit member with an annual statement of sick leave status.

7.3.2.10 The unit member is required to notify the immediate supervisor/designee as soon as possible of a pending absence from work.

7.3.2.10.1 Employees who are ill shall either notify the District daily if they continue to be absent, or shall advise the District of an expected return date. In the case of the latter, if the employee does not return on the expected return date, he/she shall notify the District of a revised return date or call daily from that date forward.

7.3.2.10.2 Employees who are on sick leave shall not be required to perform any duties except as required by this section.

7.3.2.11 In cases where a substitute is normally used for day-to-day absences and/or when a unit member has been absent due to illness for ten (10) or more consecutive duty days, the unit member shall, on the last day of absence, notify the immediate supervisor/designee at least one hour before the end of the normal duty day if the unit member is returning the following day. Otherwise, the substitute will be retained for the following work day, or if return is from an absence of ten (10) consecutive days or more, the work schedule will be established based on assumed continued absence of the unit member.

7.3.3 Bereavement

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

7.3.3.1.1 Any unit member appointed executor of an estate may utilize, but not duplicate, the duty days as provided in Section 7.3.3.1.

7.3.4 Jury Duty

7.3.4.1 A unit member shall be entitled to absence without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amounts received for jury duty and the unit member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. On any day during which any unit member serves three hours or more on jury duty, the unit member shall be relieved from work. If less than three hours, including travel time to the work site (if jury duty is outside of Orange County), the remainder of the shift shall be performed.

7.3.4.1.1 If jury duty is postponed to off-cycle or other non-duty days, unit members will be paid the equivalent of substitute pay for their position while on jury duty. (Not applicable to 12 month employees.)

7.3.4.2 Grand Jury service shall be excluded from paid jury service.

7.3.5 Military

7.3.5.1 A unit member shall be entitled to any military absence provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military absence.

7.3.6 Occupational Accident and Illness

7.3.6.1 All unit members shall be entitled to an occupational accident or occupational illness absence not to exceed sixty (60) duty days in any one fiscal year for the same accident or illness.

7.3.6.2 The unit member shall notify the immediate supervisor of the injury/illness without undue delay.

7.3.6.3 If the injury/illness results in lost time from work, the Board of Education may require the unit member to submit to a physical examination by a physician selected by the Board at any time during the absence period. Cost of the examination will be borne by the District.

7.3.6.4 The following rules shall apply:

7.3.6.4.1 Allowable leave shall not be accumulated from year to year;

7.3.6.4.2 Occupational injury or illness absence shall commence on the first day of absence;

7.3.6.4.3 The unit member shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to the temporary disability indemnity will result in a payment of not more than the unit member's full salary;

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

7.3.6.4.5 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 days for the same illness or injury.

7.3.6.5 Upon termination of the occupational injury or illness absence benefit, the unit member shall be entitled to the other benefits provided in this Agreement and for the purposes of each of these Sections, the absence shall be deemed to have commenced on the date of termination of the occupational injury or illness absence benefit, and entitlement or other sick leave will then be used; but if a unit member is receiving Worker's Compensation, the unit member shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the Worker's Compensation award, will result in a payment of not more than the full salary.

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

7.3.6.7 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, upon written request for such travel, the Board authorizes travel outside the State.

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

7.3.6.8.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws. At the discretion of the District, employees may return to other positions on a temporary basis with no loss in pay until ready to return to their regular assignment.

7.3.6.8.1.1 This section shall apply to leaves taken in 7.3.2 or 7.3.6.

7.3.7 Personal Necessity Absence

7.3.7.1 Unit members shall be allowed no more than seven (7) days of accumulated sick leave for the purposes of personal necessity/compelling absence. Unit members shall sign the following statement on the absence form: "I verify that my absence for the day(s) indicated was taken for the following reasons: (a) the need for absence is beyond the unit member's immediate control, (b) presents unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative; such as:

7.3.7.1.1 The death of a member of the unit member's immediate family when additional absence is required beyond that provided in Section 7.3.3.1 of this Article (see 7.1.2 of this Article).

7.3.7.1.2 As a result of an accident or serious illness involving a unit member, or member of immediate family (see 7.1.2 of this Article).

One (1) day may be used for the illness of a child, parent or spouse. (See 7.3.2.1 for the use of sick leave for a child, parent or spouse illness and 7.3.8.2.7-Family Care & Medical Leave- for additional leave to care for a family member)

7.3.7.1.2.1 An emergency would indicate that the presence of the unit member is required. After the first day of absence, any extension of the unit members' required presence would require a physician's request.

7.3.7.1.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness. Proof of required attendance must be verified. (This includes appearances as a result of being a victim of a crime or domestic violence) If all seven (7) days of personal necessity have been utilized, victim of a crime or domestic violence absences may be charged to vacation or compensatory time. If no accrued time is available, the leave may be taken as unpaid.

7.3.7.1.4 A catastrophe making it impossible for the unit member to report to work without putting the unit member or the unit member's property in danger. (A catastrophe is a sudden, widespread or extraordinary disaster, such as a serious earthquake or flood.)

7.3.7.2 Two (2) of the seven (7) days permitted under this Article may be used for:

7.3.7.2.1 Extended medical or dental appointments.

7.3.7.2.2 Religious observance.

7.3.7.2.3 Funeral of a close friend or relative not covered under Section 7.1.2 of this Article.

7.3.7.3 Such other reasons approved by the District, handled on an individual basis.

7.3.8 Family Care and Medical Leave

- 7.3.8.1 A unit member who meets all the requirements of eligibility shall be entitled to four (4) months of unpaid leave in any twelve- (12) month period and four (4) months of paid health and welfare benefits (at the same level paid for unit members not on leave). A twelve- (12) month period commences on the first day of the leave. The four (4) months may be taken in increments.
- 7.3.8.2 A unit member shall have been employed for a minimum of twelve (12) months (date of hire plus twelve [12] months) to be eligible for family care medical leave.
- 7.3.8.3 Leave may be granted for the birth, adoption, or foster care of a child or for the serious health condition of a unit member or the unit member's child, spouse or parent/stepparent.
- 7.3.8.4 "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential care facility, or outpatient continuing treatment, or continuing supervision of a health care provider.
- 7.3.8.5 A "child" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person who is not the parent but responsible for raising the child.
- 7.3.8.6 A "parent" means a biological, foster, or adopted parent, a stepparent, a legal guardian or a person who is responsible for raising the unit member when the unit member was a child.
- 7.3.8.7 The unit member shall retain his/her unit member status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit plan.
- 7.3.8.8 A unit member may elect to substitute for family care and medical leave any accrued vacation or any other paid or unpaid negotiated time.
- 7.3.8.9 A unit member may elect, and the District may require, a unit member to substitute for family care and medical leave his/her accrued sick leave for serious health condition of the unit member.
- 7.3.8.10 A unit member, with the District's concurrence, may substitute for family care and medical leave his/her accrued sick leave for the adoption or foster care of a child or for the serious health condition of a child, spouse, or parent/stepparent of the unit member.
- On an annual basis, the first six (6) days of utilization of a unit member's accrued sick leave for the illness of a child, spouse, or parent/step-parent may be used without the district's concurrence.
- 7.3.8.11 If husband and wife are both unit members of the District, each is entitled to four (4) months per twelve- (12) month period.

- 7.3.8.12 If a unit member's need for family care leave is foreseeable, he/she shall give the District reasonable advance notice.
- 7.3.8.13 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.
- 7.3.8.14 A health care provider's verification of a serious illness or serious health condition shall be provided by the employee at the time a request for leave is filed.
- 7.3.8.15 Disability leave granted for pregnancy shall be in addition to family care and medical leave.
- 7.3.8.16 An employee's sick leave upon mutual agreement with the District, may be used for the care of the serious illness of a child, parent or spouse.
- 7.3.8.17 The District shall provide FMLA information/updates to bargaining unit members on an annual basis. Additionally, the District shall provide contact information to all unit members regarding a Human Resources staff member who will be able to answer individual FMLA questions. All District timekeepers shall be trained as needed, as it relates to payroll.

7.4 LEAVES

- 7.4.1 Leaves will be considered for the following reasons:
 - 7.4.1.1 Family matters of an emergency nature.
 - 7.4.1.2 Rest and recuperation if in the best interest of the District, to be accompanied by a medical advisor recommendation.
 - 7.4.1.3 Child care.
 - 7.4.1.4 Academic preparation - when the unit member is entered on a planned District-approved program of study.
 - 7.4.1.5 Other reasons not covered above.
- 7.4.2 A leave request for academic preparation and "other reasons" (see 7.4.1.5) must be submitted on the proper form to the Human Resources Office at least four (4) weeks prior to the beginning of the leave, except that the time limitations may be waived in any case in which the nature of the leaves makes such notification impossible.
- 7.4.3 Managers may excuse an employee for personal business for up to two (2) days in any one (1) school year. The request shall be made prior to the absence. The absence shall be with loss of pay equal to 50% of the employee's pay.

- 7.4.4 The Superintendent may excuse for one (1) to five (5) days with loss of pay for the first two (2) days in accordance with 7.4.3 above and remaining three (3) days at full loss of pay.

7.5 CATASTROPHIC LEAVE

7.5.1 Establishment of Catastrophic Leave Bank

- a. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 7.5.3 below.
- b. For the purpose of this section, a “day” shall be any day an employee is expected to be on duty. A “duty day” is defined as the specific hours of work of each employee. Time in the Catastrophic Leave Bank shall accumulate from year to year. During Catastrophic Leave, employees shall receive all the rights and privilege they would normally receive on regular status.
- c. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- d. Donations may be solicited and received from all employees of the Santa Ana Unified School District on a day for day basis regardless of their employment position within the district. If non-bargaining unit members wish to contribute, they may do so without the benefit of withdrawing from the CSEA Catastrophic Leave Bank.

7.5.2 Definition of Catastrophic Leave

- a. An illness or injury as certified by an attending physician that incapacitates the employee which requires the employee to take time off from work and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave, vacation leave, compensatory time and Extended Sick Leave.
- b. Not covered: Illnesses or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents, which may be covered under the Worker’s Compensation Insurance Program.

7.5.3 Eligibility and Contributions

- a. All unit members who have permanency in the District and have at least 1 year of sick leave accrued are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The employee shall authorize the contribution on the appropriate form, and once an employee has applied, an automatic annual contribution will be made. The employee shall remain eligible as long as the contribution has been made as needed by the provisions of this Article.

- d. An employee may end participation in the Catastrophic Leave Bank by sending a written request on the appropriate form to end participation to the District during the open enrollment period July 1 through September 15 of each school year. Any sick days donated to the Catastrophic Leave Bank will be forfeited.
- e. Open enrollment shall occur annually between July 1 through September 15 of each school year. Failure to make an annual contribution shall result in termination of membership in the Bank.
 - 1. New employees, upon receiving permanency, shall be eligible to contribute without waiting for the open enrollment.
- f. The rate of contribution by each participating unit member shall be a minimum of two (2) days of sick leave or one vacation day per school year.
 - 1. Additional days may be contributed by members with more than two (2) years of accumulated sick leave, but shall not exceed 20% of their accrual.
 - 2. Members who are retiring may donate any portion of their unused sick leave and/or vacation to the bank.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 7, Section 7.3.2.
- h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employees.
- i. Requests for catastrophic leave or granting of days from the Catastrophic Leave Bank do not absolve an employee from providing all necessary documents verifying illness/injury and authorizing absence from the District due to illness/injury.

7.5.4 Withdraw from the Bank

- a. Employees must use all accrued sick leave, vacation leave, compensatory time and Extended Sick Leave available to them before being eligible to withdraw from the Bank.
- b. If a unit member is incapacitated, applications may be submitted to the District by the participant's agent or member of the employee's family.
- c. Withdrawals from the Catastrophic Leave Bank shall be granted in units up to twenty-five (25) days. The maximum amount of time for which donated leave may be used, shall not exceed a maximum period of twelve (12) consecutive months.
- d. Employees applying to withdraw or extend their withdrawal from Catastrophic Leave shall be required to submit a doctor's statement to include an original signature indicating the nature of the illness or injury and the probable length of absence from work. The District shall keep information regarding the nature of the illness confidential.
- e. Any approved unused catastrophic leave days shall be returned to the Bank.

- f. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages and may subject the employee to further disciplinary actions as found appropriate by the District per the terms of this collective bargaining agreement. The overpayment of wages will be converted by the District to days returned to the Catastrophic Leave Bank. The number of days returned shall equal the number of hours fraudulently or inappropriately used by the employee.
- g. If the Catastrophic Leave Bank does not have sufficient hours to fund a withdraw request, the District is under no obligation to provide hours/days and the District is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, because of insufficient hours to fund the request, they shall notify the employee, in writing, of the reason for denial.
- h. Withdrawals shall become effective immediately.

7.5.5 Administration of the Bank

- a. The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying employee requests, receiving request by employees to end participation, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District. Denials are subject to review by CSEA as to compliance with the terms and conditions of the collective bargaining agreement and of this article, but the decision of denial by the District shall not be grievable. The various required Catastrophic Leave Bank Forms shall be a result of the collective bargaining efforts of the District and CSEA.
- b. Applications shall be reviewed and decisions reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- c. The District shall keep all records and decisions confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. The District and the Association will not use any information gathered for purposes other than to maintain the Catastrophic Leave Bank.
- d. Each month, the District shall provide CSEA with:
 - 1. The amount of time contributed by employees for the current year
 - 2. The names of participating employees
 - 3. The total amount of time available in the Bank
 - 4. The names of the employees and number of days withdrawn during the previous month.
- e. The unit member must waive any and all claims against the Association, the SAUSD Board of Education, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.

- f. If the Catastrophic Leave Bank is dissolved for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
- g. In the event the District fails to provide information requested, CSEA may exercise their Grievance rights provided in Article 10.
- h. The Catastrophic Leave section of this Article may be reopened at the request of either party and upon mutual agreement.

8.0 VACATION AND HOLIDAYS

8.1 VACATION

- 8.1.1 All unit members who work at least 75% of the working days in a month shall earn one-day vacation allowance for each month worked. Additional vacation is earned according to the following conditions:
 - 8.1.1.1 After 5 years of service, vacation shall be earned at the rate of 1-1/4 days per month worked.
 - 8.1.1.2 After 10 years service, all unit members shall earn vacation at the rate of 1-1/2 days per month worked.
 - 8.1.1.3 After 15 years service all unit members shall earn vacation at the rate of 1-3/4 days per month worked.
 - 8.1.1.4 A unit member who works 50% or more, but less than 75% of the working days in a month, shall earn 1/2 day of vacation for each month.
 - 8.1.1.5 Vacation allowance for unit members working less than full time shall be prorated equivalent to current assignment.
- 8.1.2 In the event of the unit member's separation from the District prior to completion of 130 duty days, a unit member shall not be entitled to the use or payment for any earned vacation.
- 8.1.3 The supervisor shall schedule vacation times using the following procedures:
 - 8.1.3.1 The supervisor shall schedule vacation times at the unit member's request if the request is made at least thirty (30) calendar days before commencing of vacation time and if the request does not seriously impede District operations.
 - 8.1.3.2 The supervisor shall inform the unit member as to whether the time requested seriously impedes District operations with an explanation, in writing, as to the seriousness, within ten (10) calendar days after receiving the request.

- 8.1.3.3 If the vacation time requested does not seriously impede District operations, the supervisor shall notify the unit member, in writing, that the request has been approved within ten (10) calendar days after receiving the request.
- 8.1.3.4 All requests made less than thirty (30) calendar days before vacation time is requested to commence, shall be scheduled at the supervisor's discretion. The supervisor shall notify the unit member, in writing, within ten (10) calendar days as to whether the request is approved or denied.
- 8.1.3.5 Request for vacation time shall not be denied arbitrarily or capriciously.
- 8.1.3.6 The unit member may appeal the decision to rescind a vacation, a vacation denial, or a refusal to provide a response to a vacation request to the Assistant Superintendent, Personnel Services, or the unit member may file a grievance.
- 8.1.4 Unit members working twelve (12) calendar months shall use all earned vacation not later than the end of the fiscal year following the year in which it was earned. When circumstances preclude the taking of earned vacation within the time allowed, a maximum of one-half of the annual vacation allowance may be carried over subject to the approval of the Associate Superintendent, Personnel Services or his/her designated representative. Exceptions up to one year of annual vacation allowance carry over may be approved by the Superintendent or his designee.
 - 8.1.4.1 Supervisors may approve the taking of vacation prior to having earned the vacation credit when circumstances are such that it is advantageous to both the District and the employee.
- 8.1.5 Unit members working less than twelve calendar months shall take all earned vacation within their specified working period. Earned vacation credit need not be accrued prior to taking such vacation by unit members in this category and, with the approval of their supervisor; unit members may take vacation at any time during their specified working period.
 - 8.1.5.1 Unit members who are unable to take all earned vacation shall be allowed to be paid off for up to five (5) days of earned vacation subject to the approval of the Division Superintendent, or his/her designated representative.
- 8.1.6 A permanent unit member terminating for any reason shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the unit member's last working day before termination.
- 8.1.7 If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the employer shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 8.1.8 A permanent unit member may interrupt or terminate vacation in order to begin another type of paid absence without a return to active service, provided the unit member follows regular procedure to notify the District of the basis for such interruption or termination.

- 8.1.9 Each unit member will receive written notification whenever there is a change in the number of vacation days earned per month.
- 8.1.10 Each unit member who works in summer school shall be credited with earned vacation days based upon total actual hours worked divided by regular monthly hours (daily hours times 21) multiplied by unit member's vacation allowance.

8.2 HOLIDAYS

- 8.2.1 The District agrees to provide unit members with the following paid holidays, provided that holiday occurs during the unit member's scheduled work year (i.e., 9 month, 10 month, 12 month): Independence Day; Labor Day; Veteran's Holiday; Thanksgiving Day; Thanksgiving Holiday (in lieu of Admission Day); Christmas Day; Winter Holidays; New Year's Day; Martin Luther King, Jr. Holiday; Lincoln's Holiday; Washington's Holiday; Memorial Day and July 5th for 12 month employees. If the July 5th holiday falls on the weekend, the fixed holiday shall be observed on the next regular work day.
- 8.2.2 In order to be eligible for a paid holiday, the following applies:
 - 8.2.2.1 Year-round employees must be in paid status either the day before or the day following the July 4 holiday; otherwise, the year-round employee is eligible for paid holidays occurring during his/her scheduled work year;
 - 8.2.2.2 Traditional calendar employees must be in paid status either the day before or the day after the July 4 holiday and/or Labor Day; otherwise, traditional employees are eligible for paid holidays occurring during his/her scheduled work year.
 - 8.2.2.3 Any unit member employed for summer school shall be paid for the July 4 holiday at the unit member's current rate of pay.
- 8.2.3 A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.
- 8.2.4 Time during which a unit member is excused from work because of holidays, sick days, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member for the purpose of determining paid status.
- 8.2.5 Three (3) unit members shall be appointed to serve on the District calendar development committee.
 - 8.2.5.1 Lincoln's birthday holiday will be scheduled as follows effective with the 1998-99 year.

If February 12 falls on Sunday, Monday, Tuesday, or Wednesday, the holiday will be scheduled for the Monday.

If February 12, falls on Thursday, Friday, or Saturday, the holiday will be scheduled on Friday.

8.2.5.2 By June 1 of the preceding school year, the parties shall negotiate the annual classified work calendar to establish the starting and ending dates for each classification and the recess periods, if any.

8.2.6 Unit members who are scheduled to work Sunday through Thursday shall observe holidays on the day prior to the day observed by employees scheduled to work Monday through Friday.

9.0 EVALUATION PROCEDURES

9.1 PROBATIONARY UNIT MEMBERS

9.1.1 Probationary unit members shall receive a formal written appraisal of their performance after the unit member has worked three months, five months, and nine months, provided the unit member is employed at these times.

9.1.1.1 Evaluation dates may be extended an amount equal to absence days incurred during that period with the approval of the Assistant Superintendent, Personnel Services.

9.1.1.2 Evaluation dates may be extended when a unit member is either voluntarily transferred or promoted during probation so that the unit member shall serve nine months at one location.

9.1.2 If continued employment is recommended by the evaluator on the fifth month evaluation, the unit member shall advance one salary step, effective the beginning of the seventh month, unless the evaluation has one or more unsatisfactory checks on the District evaluation form.

9.1.3 At the end of the ninth month, the supervisor shall evaluate and recommend "permanent" status or "termination."

9.1.3.1 If permanent status is recommended, permanency will occur at the beginning of the eleventh month of employment.

9.1.3.2 The anniversary date is to be established eight (8) months after the permanency date at which time a salary step increase shall occur.

9.1.4 Probationary unit members not recommended for regular status will have one or more checks in the unsatisfactory column and specific comments giving reasons for the low rating will be given.

9.2 PERMANENT UNIT MEMBERS

9.2.1 Permanent unit members are to receive an appraisal of their performance annually. The appraisal will be completed between February 1 and May 30.

9.3 PROBATIONARY AND PERMANENT UNIT MEMBERS

- 9.3.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.
 - 9.3.1.1 Any ratings of "Needs Improvement or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Any prior documentation and/or prior discussions (within the evaluation period) regarding the behavior shall be provided with the evaluation. In addition, the Strategy for Assistance Form shall include specifics regarding unacceptable conduct. (i.e. occurrences)
 - 9.3.1.2 Any ratings of "Exceeds Expectations" shall include in the comments area of the Performance Appraisal (or an attachment) examples that the unit member exceeds performance expectation(s).
 - 9.3.1.3 For permanent employees, prior discussion and/or documentation shall have occurred before "Needs Improvement" or "Unsatisfactory" is designated in the evaluation procedure.
 - 9.3.1.4 When assessing an employee's performance as less than satisfactory, the evaluator shall not merely repeat the evaluation descriptor for that line item on the strategy for assistance form.
- 9.3.2 The unit member's supervisor shall complete the appraisal form.
- 9.3.3 The appraisal is to be completed in triplicate. One copy to be forwarded to the Human Resources Office, where it will become a part of the unit member's personnel file. The original, white copy is to be given to the unit member at the time it is signed and the third copy retained in the school or department file.
- 9.3.4 An appraisal interview is to be held between the unit member and the supervisor for the purpose of discussing the completed form. Following the interview, the unit member will be given an opportunity to add any comments. The unit member shall be given fifteen (15) duty days not counting the day of the meeting to consider the appraisal before commenting. All copies are to be signed by the unit member and the evaluator.
 - 9.3.4.1 If the unit member does not agree with the evaluation, this disagreement should be written in the comments area at the time the evaluation is signed. The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.
- 9.3.5 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.
- 9.3.6 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 9.3.7 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.

- 9.3.8 The unit member shall be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 9.3.9 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response. (Added to Appraisal Form)
- 9.3.10 An appraisal form may be completed at any time the supervisor believes the employee or the District will benefit from performance appraisal.
- 9.3.11 Upon the supervisor's recommendation and Division Superintendent's approval, a permanent unit member may be evaluated once every two (2) years.
 - 9.3.11.1 This waiver may be removed and evaluation procedures begun at any time during the year, if deemed necessary by the supervisor and approved by the Division Superintendent.
 - 9.3.11.2 Notification of the removal of the waiver shall be made to the unit member with reason(s) in writing following the Division Superintendent's approval.
 - 9.3.11.3 The contents of an evaluation is specifically excluded from the grievance/arbitration section except when not in compliance with relevant laws or statutes. Violations of procedures within this Article are subject to the grievance procedure.
- 9.4 The parties agree to establish a committee, with equal membership of CSEA and SAUSD (2 for CSEA and 2 for SAUSD), with the sole purpose of revising the existing evaluation form to allow for one rating for exceeding and for one rating for meeting standards. Further, the committee will align the negotiated evaluation form with current job performance standards and what is occurring in other districts throughout the State. The committee will complete this process by August 1, 2010 and the parties will negotiate in order for the revised evaluation form to be used during the 2010-2011 school year.

10.0 GRIEVANCE PROCEDURES

- 10.1 A grievance is defined as a statement by a unit member that the District has violated an express term of this agreement and that by reason of such violation; the unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Contents of an evaluation, discipline and discharge of probationary and permanent employees is specifically excluded from the operation of this grievance/arbitration procedure."
 - 10.1.1 If rights guaranteed to the Association are violated, the Association President may file a grievance without the signature of another individual unit member.
- 10.2 If a grievance involves more than one unit member, the Association may pursue the grievance. At least one of the grievants involved shall be present at all conferences held.

- 10.2.1 At any level of the grievance procedure, the grievant may request Association representation, but the unit member must be present. If the unit member is represented, the representatives must be identified prior to the conference. Likewise, the supervisor may request others to be in attendance. These individuals must also be identified prior to the conference.
- 10.3 The term "days" when used in this Article shall, except where otherwise indicated, mean duty days of the unit member. The day of receipt is not considered one of the days when "days" is used. During the summer, "days" means those days when the District Office is open.
- 10.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.
- 10.4.1 A supervisor or a unit member may for good cause request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Assistant Superintendent, Personnel Services, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.
- 10.5 LEVEL ONE
- 10.5.1 The unit member shall first present the matter orally to the immediate supervisor not later than fifteen (15) duty days following the occurrence which prompted the grievance, or, within fifteen (15) duty days of the time when a unit member would reasonably be expected to be knowledgeable of being adversely affected.
- 10.5.1.1 The unit member shall state that this is an "oral grievance," citing the Article and Section number of the Agreement that allegedly has been violated.
- 10.5.1.2 The supervisor shall have three (3) duty days to consider the grievance presented at the oral level before a decision is presented to the grievant.
- 10.5.2 If the grievance is unable to be resolved orally, the unit member may reduce the grievance to writing and present the matter to the immediate supervisor within fifteen (15) duty days following the supervisor's response. The grievance shall set forth specifically the item contained within this Agreement upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s).
- 10.5.2.1 If the Level 1 supervisor believes the grievance is not within the authority of Level 1, he should so indicate on the response form and return it to the grievant along with the original grievance form, and any accompanying documents.
- 10.5.3 The unit member and the supervisor shall confer in a meeting called by the supervisor, with the intent of a mutually satisfactory solution to the problem.
- 10.5.3.1 The supervisor may waive the conference.
- 10.5.4 At the conference, the grievant may appear alone, or he may be represented, the representative must be identified on the grievance form and the unit member must be present. Under unforeseen circumstances, an authorized substitute is permissible. Likewise, the supervisor must be present and may request others to be in attendance.

10.5.5 Following the conference, the supervisor shall communicate, in writing, his decision to the aggrieved unit member, the Association at the address indicated in Article 14, and the Assistant Superintendent, Personnel Services. The original grievance form shall be returned to the grievant along with the response form, and any accompanying documents.

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

10.6 LEVEL TWO

10.6.1 In the event the grievance is not resolved at Level 1, the unit member may appeal to the appropriate Division Superintendent. Such an appeal shall be made within ten (10) duty days after the unit member has received the decision from Level 1. The appeal shall contain the original grievance and Level I response with any documents provided at Level I. Copies of the appeal are to be directed to the Division Superintendent and the Assistant Superintendent, Personnel Services.

10.6.2 The Division Superintendent shall meet and confer with the unit member on the grievance with a view to arriving at a mutually satisfactory resolution to the grievance. When the unit member is represented, that unit member must be present.

10.6.3 The Level 1 supervisor shall be present at the request of either party.

10.6.4 Following the conference, the Division Superintendent shall communicate the decision, in writing, to the aggrieved unit member, the Association at the address indicated in Article 14, the Level 1 Supervisor, and the Assistant Superintendent, Personnel Services. The original grievance form shall be returned to the grievant along with the response form, and any accompanying documents.

10.6.4.1 The Division Superintendent has fifteen (15) duty days from receipt of the grievance to hold the conference and render a decision.

10.7 LEVEL THREE

10.7.1 If the grievance is not sustained at Level 2, the aggrieved unit member may appeal the decision to the Superintendent within ten (10) duty days after the decision of the Division Superintendent has been received by the grievant. The appeal shall be accompanied by the original grievance and decisions at Level 1 and Level 2, with all accompanying documents.

10.7.2 Within fifteen (15) duty days of the receipt of the appeal, the Superintendent or his designee or under unusual circumstances a cabinet level designee not involved previously in that grievance shall hold a conference with the grievant and communicate his decision, in writing, to the grievant, the Association at the address indicated in Article 14, the Level 1 supervisor, the Level 2 Division Superintendent, and the Assistant Superintendent, Personnel Services. When the unit member is represented, that unit member must be present.

10.7.3 All parties from Level 1 and Level 2 shall be present at the conference to state their views if requested by either party.

10.7.4 The original grievance form and any accompanying documentation shall be returned along with the response form.

10.8 LEVEL FOUR

10.8.1 If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant may, within five (5) duty days after the decision of the Superintendent or his designee has been rendered and received, request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent.

10.8.2 Within five (5) duty days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

10.8.3 In the event the parties are unable to mutually agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last name shall be selected as the arbitrator. The first deletion shall be by the Association.

10.8.4 The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions and remedy.

10.8.5 The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

10.8.6 Decisions and/or awards made by the arbitrator relative to economics shall be restricted to back pay, if appropriate, of the unit member and shall not be retroactive beyond the beginning of the last payroll period prior to the filing of the grievance. The arbitrator's decision shall be submitted to the District and the Association for review and implementation.

10.8.7 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

10.8.8 The processing of a grievance beyond Level 3 shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.

10.8.9 The arbitration provision is suspended during the period between contracts.

10.8.10 The only exception is for grievances arising prior to the expiration date of the contract or any extension thereof.

10.9 GRIEVANCE PROCESSING

10.9.1 Grievance Witnesses

10.9.1.1 The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is relevant as determined by the Personnel Services Division to the proceedings and who is requested by the grievant.

10.9.2 During Regular Working Hours

10.9.2.1 The grievant shall be entitled to one (1) hour to prepare and write grievances during the regularly scheduled hours of work without loss of pay.

10.9.2.2 The grievant, the representative, if any, and relevant witnesses, shall be entitled to attend conferences with no loss of pay.

10.9.2.3 By appointment, the Association grievance chairperson or designee may have release time to meet and confer with the Personnel Services designee to discuss grievances.

10.9.3 Separate Grievance File

10.9.3.1 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file. This file shall be available for inspection only by the unit member, the unit member's representative with written approval of the unit member and those management and confidential employees directly involved in each specific grievance.

10.9.4 Grievance Forms

10.9.4.1 Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Personnel Services Division and given appropriate distribution so as to facilitate operation of the grievance procedure.

10.9.5 Time Limits

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

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

10.9.6 Communication

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

10.9.7 Forfeiture

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

10.9.7.2 Failure of the District representative to appear for a scheduled conference without good cause shall decide the grievance in the unit member's favor.

10.10 GENERAL PROVISIONS

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

10.10.2 All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Personnel Services separately from the personnel file of the participants.

11.0 EMPLOYEE BENEFITS

11.1 GENERAL PROVISIONS

11.1.1 The District shall provide all eligible unit members with medical, dental, vision, and life insurance coverage and a Flexible Spending Account, as provided for in this Article.

11.1.2 Insurance coverage is extended and as extended through the third party plans enumerated, or their subsequent versions.

11.1.3 The District will provide six (6) months of continued health benefits to covered survivors of deceased unit members/retirees.

11.1.4 A unit member on any leave that is not Family Medical Leave Act (FMLA) leave shall have the option to continue any health and life insurance benefits negotiated in this Agreement at the unit member's expense. Payments for these benefits shall be made in advance to cover a three- (3) month span of time at actual premium cost.

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

11.1.6 Benefitted unit members who voluntarily reduce their assignments in lieu of layoff below four (4) hours shall receive full benefits if they reimburse the District for a share of the cost equal to the proportion of the reduction.

11.2 EMPLOYEE ELIGIBILITY

- 11.2.1 Any permanent and probationary unit member employed prior to November 1, 2008, on a regular basis (four [4] hours per day or more, or twenty [20] hours per week) shall be eligible for benefits in 11.2 as provided for in this section. Any permanent and probationary unit member employed after November 1, 2008, that are eligible for SAUSD contributions for health and welfare benefits shall be entitled to no greater SAUSD paid contribution towards medical benefits of not to exceed the cost of the lowest cost HMO. Said unit members shall be permitted to purchase other SAUSD offered insurance plans at the difference between the cost of those plans and the lowest cost HMO.
- 11.2.1.1 Employees may elect not to be covered by more than one (1) benefit program, if applicable, in 11.2.
- 11.2.2 Head Start/State Preschool Classified Employees
- 11.2.2.1 New classified unit members in the Head Start/State Preschool programs, if working four (4) or more hours, shall be eligible only for the least expensive medical and dental programs offered by the District in 11.2 in addition to life insurance.
- 11.2.2.2 Current classified unit members in the Head Start/State Preschool programs may not change to more expensive medical or dental plan in 11.2.
- 11.2.3 Employees occupying the classification designated Instructional Assistant-Biliterate, who are employed four (4) or more hours per day, shall be eligible only for the least expensive medical and dental programs offered by the District in 11.2 in addition to life insurance.
- 11.2.4 Unit members who work more than fifteen (15) hours per week but less than (20) twenty hours per week shall be eligible to participate in any Flex 125 plan option in 11.2.
- 11.2.5 Eligibility for dependent coverage shall be compliant with all State and Federal requirements. For dependent coverage eligibility please contact the Benefits Office.
- 11.2.6 A handicapped child's dependent status shall not terminate solely by reason of his/her having attained age nineteen (19), if such child is related to the employee as a natural or legally adopted child, a stepchild, or a child under legal guardianship, and if:
- (a) On the day immediately prior to the attained of age nineteen (19) the child was a covered dependent under the plan, and
- (b) The child was handicapped on the day prior to the attainment of such age, and
- (c) The child is fully dependent upon the employee for support and maintenance.
- 11.2.6.1 Within thirty-one (31) days after the child turns nineteen (19), proof of the child's incapacity must be submitted to the Contract Administrator. Thereafter, continued proof of the disability will be required once per year.
- 11.2.6.2 Coverage will continue as long as the child is a dependent and disabled by his/her handicap, and so long as the employee remains covered.

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

11.2.7 When two unit members are legally married and/or domestic partners and both are employees of the District and both are eligible for health/dental benefits; one unit member will pay the appropriate rate (two-party, or family). The other unit member shall be covered on the spouse's health/dental benefits plan and shall receive an Employer Funded Flex Account of \$500 per year to be utilized to cover out of pocket medical/dental expenses.

11.3 Benefits Program: Plan Description and Contributions – (Reference Information Exhibit C)

11.4 HEALTH BENEFITS AUTHORITY

11.4.1 A Health Benefit Authority (HBA) shall be established to make decisions regarding:

- A. Medical insurance
- B. Dental insurance
- C. Vision insurance
- D. Mental health insurance
- E. Life insurance
- F. Retiree insurance
- G. Carriers/providers
- H. Consultants

11.4.2 The District shall designate a separate to account for all revenues; and expenses, and reserves related to the health benefits programs listed in 11.4.1.

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

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

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

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 remaining increases/costs shall be allocated.

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

11.4.4 The Health Benefits Authority shall provide:

- A. SAUSD Open Enrollment publication
- B. Summary Plan Description
- C. Evidence of Health Benefit Coverage
- D. Trainings on health benefits issues, trends, cost analysis, etc. shall be provided to the Health Benefits Authority. Release time shall be provided by the District.
- E. Unit members are allowed to attend up to two (2) Health Benefits related informational meetings/trainings per year. If the unit member attends during his/her normally scheduled work hours, the unit member is eligible for 30 minutes of release time with verification of attendance. The current providers for medical, dental and vision will be requested to be present to answer questions.
- F. Bi-annual informational meetings for retirees to explain the existing health plans will be conducted. The current providers for medical, dental and vision will be requested to be present to answer questions.

11.4.5 The Health Benefits Authority shall have three (3) CSEA voting representatives plus one alternate to be present at all meetings, to be appointed by the Association.

11.4.6 The Health Benefits Authority Decision Making/Voting Process

- A. Consensus Decision Making Model
 1. Consensus building regarding the annual actuarial analysis and implementation of needed changes shall be used.
 2. Following consensus building, a vote shall be taken to implement the recommended changes. District and Labor shall have an equal one (1) District to one (1) CSEA vote.
 3. If the vote (11.4.5.A2) is 2-0, the recommended changes shall be implemented.

4. If the vote (11.4.5.A2) is a 1-1 tie:

a. Either side may request mediation.

If an agreement cannot be reached within sixty (60) calendar days before the beginning of the fiscal year (i.e. July 1st), District and CSEA unit members/enrollees shall equally split the increased costs/shortfall District paying 50% of the shortfall; CSEA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level.

5. Agendas and minutes of the Health Benefits Authority Meetings will be made available on line.

6. Meetings shall be chaired by a voting member of the HBA. The chair and vice chair shall be appointed and rotate annually between the District and each participating labor group.

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

8. The Health Benefits Authority shall review and study health benefits.

9. The District shall make available health benefits contracts with insurance carriers.

10. The Health Benefits Authority shall review benefits documents.

11. Daily administration of the health benefits program, and responsibility for implementing the direction of the Health Benefits Authority, shall be the responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the Health Benefits Authority.

12. Authority to enter into contracts with respect to health benefits determined by the Health Benefits Authority shall rest with the District.

13. The Health Benefits Authority shall be authorized to select consultants to be paid from budgeted health benefits funds. Labor shall have a health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant, paid from the budgeted health benefits funds and not to exceed 20% of the expense of the consultant selected by the HBA. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.

11.5 RETIREMENT BENEFITS

11.5.1 To be an eligible candidate, a unit member of the Santa Ana Unified School District must meet the following requirements:

11.5.1.1 Served the Santa Ana Unified School District for a minimum of ten (10) years.

11.5.1.2 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.)

11.5.1.3 Attained the age to be eligible to retire under STRS or PERS.

11.5.1.4 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.

11.5.1.5 If an employee begins receiving STRS/PERS disability benefits and meets the eligibility requirements for retirement, with the exception of age eligibility in (Reference Information Exhibit F), 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.

11.5.2 An eligible unit member shall benefit as follows:

11.5.2.1 The retiring employee shall receive no compensation, nor is service expected.

11.5.2.2 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) The Health Benefits Authority (HBA) shall determine comparability.

11.5.2.3 Medical and dental benefits shall be provided as follows:

Years of Santa Ana Service	Years of Coverage
10	8
15	9
20	10
25	11
30	12
35	13

11.5.2.4 All employees hired prior to June 30, 1998 shall receive coverage which terminates at the end of the number of years of coverage indicated above or at age seventy (70), whichever comes first. All employees who are/have been hired after July 1, 1998 who are eligible for SAUSD provided retiree health and welfare benefits, shall be entitled to no more than 10 years of benefits and such benefits shall terminate no later than their 65th birthday.

11.5.2.5 Any charges made to active employees will also be made to retirees.

11.5.2.6 The benefits provided by the District shall be supplemental to any other medical benefits received.

11.5.2.7 Retirees and spouses eligible for Medicare benefits from their employment, or through their spouse's employment, are required to enroll in the Medicare Program when eligible, both hospitalization (part A) and medical (Part B), at employee's expense to qualify or continue qualification. Such coverage will be primary, with District benefits being secondary.

11.5.2.8 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.

11.5.2.9 After the coverage in (Reference Information Exhibit F) is completed, the retiree may continue the benefits by paying the District the prevailing premium costs in two (2) equal payments each year.

11.5.3 PROCEDURE

11.5.3.1 Any employee who chooses to be a candidate shall:

11.5.3.1.1 Deliver completed retirement application and letter of resignation to the Human Resources Office.

11.5.3.1.2 Produce proof of retirement intent (application to STRS or PERS).

11.5.3.1.3 Provide the District annually with written affirmation of intent to continue under the program by completing, signing, and returning District-mailed forms.

11.5.3.2 The Assistant Superintendent, Personnel Services or designee shall:

11.5.3.2.1 Determine that the applicant meets requirements stated above.

11.5.3.2.2 Process the contract and accept the resignation for reasons of retirement.

12.0 MISCELLANEOUS PROVISIONS

12.1 SAVINGS

12.1.1 If during the life of this Agreement any of its provisions should be rendered invalid or its compliance therewith restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate any remaining portions which shall continue in full force and effect.

12.1.2 In the event of invalidation of any Article or Section of this Agreement, the parties shall, upon request of one party, meet within thirty (30) days to negotiate with respect to the means of compliance therewith.

12.2 CONFLICT

12.2.1 In the event of 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.

12.2.2 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.

12.3 AGREEMENT DISTRIBUTION

12.3.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall have sufficient copies prepared and distributed to each unit member in the District. The cost shall be equally shared by the District and the Association.

12.3.2 A copy of this Agreement will be provided each new unit member during the employment process at cost borne by the District.

12.4 COMPLETE UNDERSTANDING

- 12.4.1 The above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with terms and conditions of employment heretofore enjoyed unless expressly stated herein.
- 12.4.2 The parties agree that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law or policy from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth fully and completely herein.
- 12.4.3 Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 12.4.4 All subsequent agreements will be in writing, signed by both parties and, at the request of either party, distributed to all unit members.

13.0 NO CONCERTED ACTIVITIES

- 13.1 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, walk out, slow down or work stoppage of any kind, or other interruption of District operations, or picketing in connection therewith, during the term of this agreement or any agreed upon extension thereof.
- 13.2 In order to ensure the uninterrupted service of the unit members covered by this agreement, this no-strike obligation is effective for any and all disputes which may arise between the parties including, but not limited to, matters covered by this agreement, regardless of whether or not such disputes are subject to the grievance procedure, disputes arising outside of this agreement, disputes with other labor organizations, persons or employers or jurisdictional disputes, including requests by other labor organizations to engage in the above-prohibited activities.
- 13.3 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward including all employees to do so. In the event of such activities, the Association shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- 13.4 It is agreed and understood that any employee violating this Article may be subject to appropriate discipline up to and including termination by the District.
- 13.5 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.

14.0 TERM OF AGREEMENT AND REOPENER

- 14.1 This Agreement made and entered into this April 24, 2017, by and between the Santa Ana Unified School District, herein referred to as the "District," and the California School Employees Association, herein referred to as the "Association."
- 14.2 Except as otherwise specifically provided herein, the effective date of this Agreement shall be from July 1, 2016 through June 30, 2019, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided below; any party wishing to amend, modify, or terminate this agreement shall send written notice to the other party of its intentions to do so no sooner than Feb 1, 2019 and no later than March 31, 2019. Thereafter, the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

For 2017-18 and 2018-19 Negotiations, the District and the Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for the 2017-18 and 2018-19 school year.

15.0 DISCIPLINARY PROCEDURES/PERMANENT MEMBERS

- 15.1 The continued employment of any unit member is contingent upon proper performance of assigned duties and personal fitness.
- 15.2 Disciplinary action includes any action whereby a permanent employee who has completed the required probationary period is deprived of any pay or status, including dismissal, suspension, and demotion, except a layoff for lack of work or lack of funds.
- 15.2.1 Discipline shall be imposed on unit members only for just cause as specified in the Education Code, Board Policies or Administrative Regulations.
- 15.3 "Emergency Suspension without pay" means that suspension which is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health and/or safety of the unit member or others or because of action of such a serious nature as to require immediate removal of the unit member from work.
- 15.3.1 An "emergency suspension" without pay shall not be imposed for arbitrary, discriminatory or capricious reasons.
- 15.3.2 A hearing officer's decision as to whether an emergency suspension was warranted shall be binding on both parties. If the decision is that the emergency suspension was not warranted, the employee shall be made whole for lost District provided wages and benefits.

- 15.4 When a situation, conduct, or pattern of unsatisfactory performance or behavior becomes evident, the District shall utilize progressive discipline. The District shall present the matter to the unit member no later than twenty-five (25) duty days following the occurrence. During the stages of progressive discipline, the unit member shall be notified by the district of their right to have an association representative present at all stages of the process. All forms utilized to document the progressive discipline shall have the signatures of the unit member, immediate supervisor and association representative. At the completion of the meeting(s), copies of the signed conference summary shall be provided to all in attendance. Progressive discipline represents the corrective process of applying penalties short of dismissal where the conduct is of a less serious nature and the employee has not repeatedly engaged in such conduct. The nature of the discipline shall be appropriate to the conduct and need not begin with the least serious disciplinary action.
- 15.4.1 The District shall present the matter to the unit member no later than twenty-five (25) duty days following knowledge of the occurrence or completion of an investigation.
- 15.4.2 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.
- 15.4.3 All conference summaries and letters of reprimand shall have the signatures of receipt of all in attendance. At the completion of the meeting(s), copies shall be provided to all in attendance.
- 15.4.4 The unit member shall have the right to submit a written rebuttal to all conference summaries and all letters of reprimand within ten (10) duty days from the date of issuance.
- 15.4.4.1 All rebuttals submitted by employees shall be attached to the conference summary and/or letter of reprimand.
- 15.4.5 The following progressive discipline procedures shall be followed:
- 15.4.5.1 Counsel and orally warn the unit member
- 15.4.5.2 Conference summary memo
- 15.4.5.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)
- 15.4.5.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.
- 15.4.5.4 A second letter of reprimand
- 15.4.5.4.1 The second letter of reprimand shall result in a suspension(s) with or without pay not to exceed five (5) days.

15.4.5.4.1.1 Suspension(s) without pay shall be reserved for occurrences of a serious or repeated nature that warrant consideration for dismissal and may be appealed to the Superintendent or designee within ten (10) days of issuance.

15.4.5.5 A third letter of reprimand

15.4.5.5.1 The third letter of reprimand shall result in a suspension(s) with or without pay not to exceed ten (10) days.

15.4.5.5.1.1 Suspension(s) without pay shall be reserved for occurrences of a serious or repeated nature that warrant consideration for dismissal and may be appealed to the Superintendent or designee within ten (10) days of issuance.

15.4.6 If unacceptable conduct and/or performance continue, additional letter(s) of reprimand and or suspension or termination may be imposed.

15.4.7 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.

15.5 If a supervisor recommends disciplinary action, the unit member may submit a written request to meet with the Deputy Superintendent of Operations or designee to appeal the District's intent to continue with anticipated disciplinary action.

15.5.1 Failure to request to meet with the Deputy Superintendent shall not constitute any admission on behalf of the unit member. After a reasonable period of time (approximately five days) to file a request to meet with the Deputy Superintendent, the District may serve notice to initiate the formal disciplinary process as outlined in AR 4218. Any time prior to the formal hearing, the unit member may submit a written request to meet with the Deputy Superintendent to appeal the decision. The Deputy Superintendent may direct revision or cancellation of the formal disciplinary action following the meeting.

15.5.2 In effecting disciplinary action, the District shall provide the unit member, either by personal service or by certified mail, with a written notice of its intention to effect disciplinary action and its effective date. Said notice shall contain (a) a statement of charges against the unit member, including the specific acts or omissions upon which the proposed action is based, and (b) copies of materials upon which the proposed action is based, and (c) a statement concerning whether the unit member submitted a rebuttal, and (d) a notice of the unit member's right to respond either orally or in writing prior to the effective date of the proposed action, and (e) a statement of the right to representation.

15.5.2.1 In cases of Emergency Suspension, the actions prescribed in 15.5.2 shall be taken as soon thereafter as is practicable.

- 15.6 Any unit member has the right upon request to be represented at any disciplinary conference. The District shall make a good faith effort to notify the unit member of the right to representation in matters under 15.2.
- 15.7 All disciplinary procedures herein described shall comply with the due process provisions of the Fourteenth Amendment to the United States Constitution. SAUSD Police Department employees shall not interview any classified bargaining unit members nor conduct any investigation of a classified bargaining unit member, for solely administrative purposes. SAUSD Police Department employees shall conduct criminal investigations of classified bargaining unit members. If during a criminal investigation it becomes apparent that there has been no criminal conduct, the investigation and/or interview shall discontinue and the results of the investigation shall be provided to Human Resources for consideration of disciplinary action. A copy of the results of the investigation shall also be provided within five (5) working days to the bargaining unit member who is the subject of the investigation.
- (a) An identification number shall not be assigned to investigation form(s) until the School Police department determines that a criminal investigation will go forward.
- (b) Confidentiality shall be maintained with respect to criminal investigation except on a need to know basis.
- 15.8 Should the Skelly hearing at 15.5 results in the District's determination that discipline will be sought, and then the following procedure shall be followed:
- 15.8.1 A panel of three (3) arbitrators shall be selected by CSEA and the District to serve as Hearing Officers in discipline cases.
- 15.8.1.1 Richard Callister, arbitrator, shall be one (1) of the three (3) arbitrators and will serve as the hearing officer of record until the parties select an additional two (2) hearing officers.
- 15.8.2 The parties shall meet to review the panel of hearing officers at least once every three-years, or upon request of either party.
- 15.8.3 The hearing officers shall be rotated in the order they are placed on the list.
- 15.8.4 The cost of the hearing officer, and any associated costs for the hearing process, e.g., facilities, etc., shall be borne by the District.
- 15.8.5 The arbitrator shall hear the case and render a decision within thirty (30) days of the completion of the hearing process.
- 15.8.6 The arbitrator's decision shall be advisory on the Board of Education.
- 15.8.7 The District and CSEA (if CSEA is the representative) shall each bear its own costs associated with representation in the hearing.
- 15.8.8 An employee may elect to be represented by CSEA, or represented by their own attorney in the proceeding. (Information only: employees who hire own attorney will do so at their own cost)

16.0 LAYOFF AND REEMPLOYMENT/NON-DISCIPLINARY

16.1 REASONS

16.1.1 Reason(s) for layoff shall be for lack of funds and/or lack of work.

16.1.1.1 Layoff includes:

16.1.1.1.1 Reduction in hours of employment

16.1.1.1.2 Assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the unit member.

16.1.1.1.3 Termination of services

16.2 NOTICE OF LAYOFF

16.2.1 The unit member to be laid off shall be given written notice not less than sixty (60) calendar days prior to the effective date of the layoff.

16.2.1.1 The notice shall contain the reason(s) for layoff, displacement rights, if any, and reemployment rights.

16.2.1.2 The District shall offer to meet with CSEA in advance of sending out layoff notices to review the proposed action to be taken.

16.3 ORDER OF LAYOFF

16.3.1 The order of layoff within the classification shall be determined by seniority.

16.3.1.1 Unit members employed prior to July 1, 1990, shall be assigned seniority numbers based upon hours in a paid status, except for substitute, temporary reassignment and/or overtime hours, as of June 30, 1990.

16.3.1.2 Unit Members shall be assigned seniority numbers based upon "date of hire."

16.3.1.3 A unit member with a lower seniority number shall have more seniority than a unit member with a higher seniority number. Two (2) or more unit members with the same date of hire shall have their seniority based upon their birth dates. Two (2) or more unit members with the same birth date shall have their seniority based upon a drawing of numbers.

16.3.2 The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

16.4 REEMPLOYMENT

16.4.1 Unit members laid off because of lack of work and/or lack of funds are eligible for reemployment in the class from which laid off for a period of 39 months and shall be reemployed in preference to new applicants.

16.4.1.1 All unit members laid off have the right to participate in promotional examination within the District during the period of 39 months.

16.4.1.2 Unit members on layoff shall be given a preference for recall to open positions other than within their own classification if they held status in that position.

16.4.1.3 This absence shall not constitute a break in service.

16.4.1.4 Only "regular" unit members whose services have been discontinued shall hold reemployment rights.

16.4.1.5 If a school is designated a charter school, unit members at the school may choose not to become a charter school employee and therefore exercise their bumping rights outlined in this article.

16.5 BUMPING

16.5.1 A unit member subject to layoff or "bumped" by another unit member may exercise a "bumping" privilege to protect employment with the District provided:

16.5.1.1 The unit member held permanent status in the position.

16.5.1.2 The unit member meets the requirements for appointment to that position.

16.5.1.3 The unit member will bump into an open position selected by the unit member in order of seniority within the classification from a list of available vacancies upon agreement with the Assistant Superintendent, Personnel Services or designee.

16.5.1.4 The unit member has more seniority than the unit member being bumped.

16.5.1.5 The unit member bumps the least senior unit member in that classification.

16.5.2 Failure to exercise the bumping procedure by the date specified by the Human Resources Office shall cause forfeiture of the right to bump.

16.5.3 The length of working time (months or hours) shall not be a factor of consideration in the bumping procedure. If the eliminated position is four (4) hours or more, the unit member must bump if the available position is four (4) hours or more.

16.5.4 A unit member bumping into or bumped into a lower classification will be placed at a step which represents the least reduction in salary.

16.5.5 Elimination of Positions

- 16.5.5.1 The District shall keep a record of all positions eliminated, with their job descriptions and the positions into which the associated duties were transferred.
- 16.5.5.2 Any employee who has occupied a position which has been abolished shall be considered to have occupied the classification (recipient classification) that received a majority, or a high percentage, of the duties of the abolished classification, provided that the recipient classification has employees performing its duties.

16.6 VOLUNTARY DEMOTION

- 16.6.1 Unit members may take voluntary demotions into open classifications in which they qualify or voluntary reduction in assigned time in lieu of layoff or exercise bumping privileges.
- 16.6.2 Such unit members shall be granted the same rights as those exercising bumping privileges or those laid off.

16.7 VOLUNTARY RETIREMENT

- 16.7.1 Any unit member subject to being, or was in fact, laid off for lack of work or lack of funds may elect, if qualified, service retirement from PERS and shall be placed on the reemployment list and retain rights and privileges of a unit member on layoff.

16.8 GENERAL

- 16.8.1 A unit member on retirement (16.7) or layoff (16.2) shall, after receiving written notification of reemployment, notify the District within five (5) duty days of acceptance or rejection.
 - 16.8.1.1 If the unit member accepts reemployment the unit member will report for work within ten (10) duty days of such notification.
- 16.8.2 A unit member on a voluntary demotion shall have five (5) days to notify the District of acceptance or rejection of an offer to return to prior position status. If accepted, the transfer will be made at the discretion of the District.
- 16.8.3 A refusal to exercise the reemployment opportunity under 16.8 provision shall constitute loss of all reemployment rights.

16.9 EFFECTS OF LAYOFF

- 16.9.1 The District shall continue to pay health and welfare benefits at the current rate for all unit members laid off and currently receiving benefits for sixty (60) calendar days from the date of layoff.
- 16.9.2 The District shall provide each unit member notified that they are subject to layoff with a maximum of twenty (20) hours of paid release time for the purpose of seeking employment.
 - 16.9.2.1 Unit members on day shift of six (6) hours or more may utilize this section.

- 16.9.2.2 The time used under this section is to be charged to accumulated sick days.
 - 16.9.2.3 The released time shall be mutually determined by the unit member and the immediate supervisor.
 - 16.9.3 Unit members laid off shall, upon written request, be given primary consideration for "substitute" employment in any class within the District for which he/she meets minimum qualifications.
 - 16.9.4 The District shall not exceed its authority provided in the Education Code regarding the use of volunteers.
 - 16.9.5 The District shall not exceed its authority provided in the Education Code in contracting out for services.
 - 16.9.6 The Association agrees to waive Association rights to negotiation of "effects of layoff" during the length of this Agreement.
- 16.10 PART TIME INSTRUCTIONAL ASSISTANT-BILITERATE EMPLOYEES
- 16.10.1 For the purposes of layoff, bumping, and reemployment, the part time Instructional Aide Biliterate position shall be designated as the same classification as the Full time (6 hour Instructional Aide position)

17.0 ASSOCIATION RIGHTS

17.1 USE OF FACILITIES

- 17.1.1 The Association shall have the right to make use of school buildings and facilities without cost at all reasonable hours when not otherwise being utilized as determined by the site administrator.
- 17.1.2 The Association must obtain permission from the site administrator prior to the use of any equipment for any Association business.

17.2 USE OF BULLETIN BOARDS, EMAIL SERVICE, AND MAIL SERVICE

- 17.2.1 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school site in an area frequented by unit members. The Association may use unit member mailboxes for communications to unit members. The District shall deliver to the sites any mail received from the Association which is addressed to the schools and which is delivered to the District in a manner shown by the Association to be acceptable by the United States Post Office for such further delivery. All posted material and material placed in mailboxes must be identified as Association material. A copy shall be provided the site administrator (for information purposes) concurrently with the posting or placing in mailboxes. The Association shall make a good faith effort to attempt to prohibit the posting and distribution of unauthorized material.

- 17.2.2 CSEA designated or elected representatives, while not on duty as an employee of the District, may send CSEA business e-mails to unit members.
- 17.2.2.1 Such use shall be limited to CSEA business such as grievance processing matters related to negotiations, announcements regarding holding meetings and official communication with CSEA designated or elected representatives.
 - 17.2.2.2 E-mail may not be utilized to encourage or condone concerted or other illegal activities.
 - 17.2.2.3 At all times the use of District electronic equipment for CSEA purposes shall not interfere with the operation of the District.
- 17.2.3 Unit members may read and send CSEA business e-mail before and after duty hours and during breaks and duty-free lunch, with the same limitations stated in 17.2.2.1-17.2.2.3 above.

17.3 REPRESENTATION

- 17.3.1 The Association may designate a site representative at each school and/or work site.
- 17.3.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.
- 17.3.3 Names, job titles, social security numbers, Home Addresses, Home Phone Numbers, full-time or hourly status, months worked, percentage of full time, work days, and work sites of all unit members, except those who have indicated that the home phone number be withheld, shall be provided in an agreed upon format upon written request to the Human Resources Division.
- 17.3.4 The District shall provide the CSEA Chapter President ten (10) days per month of District-paid release time for the purposes of transacting association business. The Superintendent may grant additional days based upon the reasonable rationale presented by CSEA.
- 17.3.4.1 Up to four (4) Custodians, 2 for each division (i.e. Elementary, Intermediate/High School) who are working the swing shifts shall be appointed by the CSEA Chapter President to attend CSEA Chapter meetings. Their release time is limited to once a month for up to two (2) hours of paid release time per month.
- 17.3.5 The District shall provide twenty (20) release days per school year to be used at the discretion of the Association President.
- 17.3.6 The District shall provide not more than one-half day of release time for CSEA to train site representatives on yearly basis.

17.4 CONFERENCE RELEASE TIME

17.4.1 The District shall permit fifty (50) days release time that will permit the chapter to send delegates to the annual (CSEA) conference held in July or August, attendance at CSEA workshops, and/or grievance activities beyond those covered in Article 10.

17.4.1.1 If used for workshops and the immediate supervisor requires a substitute, the Association will pay for the substitute.

17.4.2 Additional days may be requested and may be approved at the discretion of the Superintendent.

17.5 MEMBERSHIP INFORMATION

17.5.1 The CSEA membership application shall be included as part of the information packet provided to new employees.

17.5.2 The District will provide the Association with the personnel calendar of each Board docket which will list all new employees, their position, and site location.

17.6 DEDUCTIONS

17.6.1 Organizational Security/Payroll Deductions

17.6.1.1 All employees shall either pay fair share fee to, or become a member of CSEA as a condition of employment in the District within 30 days of their becoming a unit member.

17.6.1.2 Conversion: Each unit member will have the option to convert between CSEA membership and service fee status during the 30 days following the expiration of this contract.

17.6.2 Pursuant to such procedures as references in 17.6.1, the District shall deduct 1.5% of all earnings, except overtime, from the regular salary check of the unit member each month for twelve months up to a maximum of \$285 per year, or \$28.50 per month for state CSEA dues. The rate of dues, monthly maximum and yearly maximum shall be changed as necessary, as resolved by the delegates at the annual CSEA conference, upon request of CSEA with evidence of the adopted resolution. Deductions for chapter dues, Victory Club, and other voluntary payroll deductions shall be deducted in addition to state CSEA dues and shall be forwarded to CSEA with regular dues for disbursement.

17.6.3 Upon appropriate written authorization 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 Association and the District if in compliance with regulations of the County Department of Education.

17.7 The Association shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education.

17.7.1 The District shall distribute a list of job vacancies with "Please Post" included to every job site and department on a monthly basis.

17.8 AFFIRMATION OF NEGOTIABILITY OF FUTURE RECLASSIFICATION

- 17.8.1 CSEA shall be provided with notice and opportunity to bargain the decision and effects of any new position that contains a transfer of classified work pursuant to PERB decision requirements.
- 17.8.2 The parties shall negotiate future reclassification issues if required by relevant PERB decisions.
- 17.8.3 Should there be any conflict between a job description and the SAUSD/CSEA collective bargaining agreement, the collective bargaining agreement shall be controlling, where applicable.

18.0 MANAGEMENT RIGHTS

- 18.1 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.
- 18.2 All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
 - 18.2.1 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;
 - 18.2.2 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;
 - 18.2.3 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;

- 18.2.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of 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, support, construction, maintenance and repair services;
- 18.2.5 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;
- 18.2.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health, conduct, discipline, transportation, food services, racial and ethnic balance, establishing of extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and other personnel and the public with respect to such matters, subject only to such consultation rights of the Association;
- 18.2.7 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.
- 18.2.8 The District retains the right in its sole judgment and discretion to classify, create and fill new positions. In the event the Association requests negotiations over the appropriate salary, such negotiations shall not delay implementation of the new position.
- 18.2.9 The dates, times and hours of operation of District facilities, functions, and activities; the District calendar;
- 18.2.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
- 18.2.11 The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- 18.3 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
 - 18.3.1 Staffing patterns
- 18.4 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.

- 18.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described provisions, or any other rights of the District not limited by this Agreement, is not subject to the grievance provisions set forth in Article 10.

19.0 Head Start/State Preschool

19.0.1 General Provisions

- 19.0.1.1 Head Start/State Preschool classified employees and teachers shall constitute a bargaining unit of CSEA Chapter 41 and shall be limited to the rights provided to them under this Article, California Education Code, and applicable labor law unless otherwise enumerated within the article.
- 19.0.1.2 Classified Employees shall have one or more members on the bargaining team for matters relating to classified Head Start/State Preschool classified employees.
- 19.0.1.3 Head Start/State Preschool teachers shall have one or more members on the bargaining team for matters relating to classified Head Start/State Preschool teachers.
- 19.0.1.4 Classified Employees
- 19.0.1.4.1 All provisions of the Articles 1 through 18 shall apply to the classified employees in the Head Start/State Preschool unit, except for:
- 19.0.1.4.1.1 Head Start/State Preschool unit members would be eligible (if working six (6) or more hours) for the least expensive medical and dental programs offered by the District.
- 19.0.1.4.1.2 Said unit members shall be permitted to purchase other District offered insurance plans at the difference between the cost of those plans and the lowest cost HMO.
- 19.0.1.4.2 Annual salaries and step increases are subject to negotiations.
- 19.0.1.5 Head Start/State Preschool Teachers and Lead Teachers.
- 19.0.1.5.1 Any reference herein to Head Start/State Preschool teachers shall be construed to also refer to Lead Teachers.
- 19.0.1.5.2 The preceding Articles of this agreement shall be applicable to Head Start/State Preschool Teachers:
- i. Article 1 – Recognition (as modified to establish Head Start/State Preschool unit)

- ii. Article 2 – Definitions (with no additions or modifications)
- iii. Article 4 – Wages and Wage Provisions (with additions in 19.2 below)
- iv. Article 5-Safety Conditions (with the additions in 19.3 below)
- v. Article 7 – Leaves (with the additions in 19.5)
- vi. Article 8 – Vacations and Holidays (only 8.2 shall apply to Head Start/State Preschool Teachers)
- vii. Article 10 – Grievance Procedure (with no additions or changes)
- viii. Article 11 Employee Benefits (with references to Head Start/State Preschool employees in that section as appropriate)
- ix. Article 12 – Miscellaneous Provisions (with additions in 19.7)
- x. Article 13 – No Concerted Activities (with no additions or changes)
- xi. Article 15 – Disciplinary Procedures (with additions in 19.9)
- xii. Article 16 – Layoff and reemployment (with modification in 19.10)
- xiii. Article 17 – Association Rights (with no additions or modifications)
- xiv. Article 18 – Management Rights (with no additions or modifications)
- xv. Information Section (with no additions or modifications)

19.0.1.5.3 The following preceding Articles of this agreement shall not be applicable to Head Start/State Preschool Teachers and Lead Teachers, and are replaced with subsequent sections in Article 19.

- i. Article 3 – Hours of Work (replaced with 19.1)
- ii. Article 6 – Transfer and Promotional Procedures (replace with 19.4)
- iii. Article 8 – Vacations and Holidays (no replacement section)
- iv. Article 9 – Evaluation Procedures (replace with 19.6 below)

19.0.1.5.4 Head Start/State Preschool Teachers shall negotiate wages and benefits as participants of the Head Start/State Preschool unit, and working conditions as agreed in Article 14 and modified in 19.8.

19.1 HOURS OF WORK

This section replaces Article 3 for Head Start/State Preschool Teachers

19.1.1 Work Year

- 19.1.1.1 Head Start/State Preschool Teachers shall render 184 duty days of service except those at sites that are designated 12 months.
- 19.1.1.1.1 Additional days at their daily rate of pay may be agreed upon between the Head Start/State Preschool Teacher and his/her supervisor.
- 19.1.1.1.2 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 Head Start/State Preschool Teacher and administrator.
- 19.1.1.2 A joint committee of the Association and the District will develop the calendars for Head Start/State Preschool for the term of this Agreement no later than April 15 of the previous year unless mutually agreed to later. The calendar shall comply with the requirements of the grants that fund the program.
- 19.1.1.3 Prorated sick leave shall be provided for those Head Start/State Preschool Teachers 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

19.1.2 Work Day

- 19.1.2.1 Head Start Teachers and Lead Teachers shall work 8 hours per day. State Preschool teachers shall work 8 hours per day.
- 19.1.2.2 Head Start/State Preschool teachers and Lead Teachers shall receive a fifteen (15) minute rest period during the first four hours and again during the last four hours of each eight (8) hour day. Part time employees of six hours or less shall receive one fifteen (15) minute rest period during the first four (4) hours.

- 19.1.2.3 Each unit member shall have at least a 30 minute duty-free, uninterrupted lunch period.
- 19.1.2.3.1 It is the intent of the District and the Association that Head Start/State Preschool Teachers 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/or professional development and are considered to be a professional obligation.
- 19.1.2.4 The instructional day for Head Start/State Preschool Teachers shall conform to the required minutes provided in grants that fund the programs. The 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, and student supervision, with the stipulations listed below:
- a. In general, Head Start/State Preschool Teachers shall be required to attend staff meetings, faculty meetings, department meetings, and other administratively-called meetings.
- b. The Head Start/State Preschool Teacher shall be responsible for meeting all duties (as defined in this Article), whether required by the site administration, the State of California, or the Administration for Children and Families relevant to their assignment.
- 19.1.2.5 The following activities shall be in conformity with the Head Start/State Preschool Teachers' job description and other duties necessary for the proper operation of the school program. The service shall be without additional monetary compensation when completed within their normal duty day and may include but not be limited to such activities as parent conferences, committee work (e.g., evaluation of student performance, staff/departmental/faculty meetings, and professional growth/in-service meetings).
- 19.1.2.6 Each unit member shall daily indicate that he/she has reported for and left from duty. The method is to be determined by the Child Development Coordinator with input from the staff.
- 19.1.2.6.1 Unless otherwise directed or approved, on in-service, staff development, or other duty days when assigned students are not in attendance, Head Start/State Preschool Teachers shall be expected to report to their work assignment or other assigned location no later than they would report if regular classes were in session with assigned students.

19.1.2.7 The Child Development Coordinator shall determine the beginning and ending time for Head Start/State Preschool Teachers. Flexible starting and ending times may be made by the Child Development Coordinator for the convenience of individual Head Start/State Preschool Teachers if the needs of the District continue to be served.

19.1.3 Meetings/Activities

19.1.3.1 Reasonableness shall prevail in calling required meetings and extending meetings beyond one hour after the end of the instructional day for the majority of Head Start/State Preschool Teachers. Whenever possible, reasonable efforts will be made to end meetings and activities involving Head Start/State Preschool Teachers before dark.

19.1.3.2 The following would not be considered applicable to provisions under 19.1.3.1:

- a. Any meetings or activities not called by the Child Development Coordinator.
- b. Voluntary attendance at meetings and activities.

19.1.4 Reporting Tardiness and Work Absence – Employees who are unable to come to work as scheduled shall notify their supervisor as soon as possible but no later than one hour prior to their regularly schedule work starting time, and give an acceptable explanation. If the regular supervisor cannot be reached, a message should be left with the designated person.

19.2 WAGES AND WAGE PROVISIONS

19.2.1 All provisions of Article 4 shall apply, with the addition of the following:

19.2.2 Column Movement

19.2.2.1 Acceptable Units/Degrees

19.2.2.1.1 Units/Degrees obtained must be taken from or accepted by a college or university accredited by the Western Association of Schools and Colleges or an accrediting agency of similar status.

19.2.2.2 Approval of Units/Degrees

19.2.2.2.1 Credit will be given for units taken to qualify for an Associates (AA) or Bachelors (BA) degree in conjunction with the Child Development Teaching Permit.

19.2.2.3 Procedures for Column Change

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

- a. Proof of advancement to a higher level of credential in the Child Development Teacher Matrix
- b. Official transcript bearing seal and signature of registrar
- c. Course approval forms where required
- d. Verification under 19.2.2.2.1 where required. Temporary verifications (grade reports, letters, unofficial transcripts, etc.) will not be acceptable.

19.2.3 Step Movement

19.2.3.1 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.

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

19.2.4 Regular Salary Schedule

19.2.4.1 The 2014-2015 salary schedule for all unit members in the Head Start/State Pre-school Program shall be increased by 5.5 percent on each cell of the Preschool Programs Classified Programs Salary Schedule.

19.2.4.2 All Head Start and State Pre-School Teachers shall receive an additional increase over the 2014-2015 salary schedule effective July 1, 2015 based upon their placement upon the Head Start/State Preschool Teacher and Lead Teacher salary schedule based upon the following educational achievements (Reference Appendix 2 and 3):

Position	Degree Achieved	% Salary Increase
Lead Teacher	BA	6.0%
Lead Teacher	AA	3.000%
Teacher	BA	5.0%
Teacher	AA	2.5%

19.2.4.3 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.

19.2.5 Overtime

19.2.5.1 Refer to Article 3.3 Overtime

19.2.6 Compensatory Time

- 19.2.6.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.
- 19.2.6.2 At the time the unit member is offered an overtime assignment, the Child Development Coordinator shall inform the unit member if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.
- 19.2.6.3 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or next two (2) pay periods (two months) from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.

19.3 SAFETY CONDITIONS

This section adds to all provisions in Article 5 for Head Start/State Preschool Teachers

- 19.3.1 Infectious and Contagious Diseases: Upon a request from a unit member, the Head Start/State Preschool nurse or site supervisor 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 supervisor takes any action, the Head Start/State Preschool nurse shall be notified. Upon consultation with the Head Start/State Preschool nurse, the site supervisor shall notify appropriate unit members, including those directly involved with the pupil.
 - 19.3.1.1 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.
 - 19.3.1.2 The Head Start/State Preschool Nurse 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 sub-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.
 - 19.3.1.3 The District expects specialized health care services to be performed by designated classified staff and nurses as necessary. Specialized health care includes, but is not limited to: diapering, dispensation of medications, catheterizations, Credé, injections, ileostomies, colostomies, gastrostomies, tracheostomies, suctioning, oxygen administration gavage, feeding and draining.

- 19.3.1.4 The District shall offer training annually on Universal Precautions.
- 19.3.1.5 Parent/student confidentiality, as required by law (i.e., HIV) shall prevail regarding the above matters.

19.3.2 Personal Property Reimbursement

19.3.2.1 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:

- 19.3.2.1.1 Written approval for the use of the personal property in the schools was given by the site administrator before the property was brought on District premises or before used while performing services for the District. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The value of the property shall be stated on the request form. The reimbursement value shall be determined as of the time of the verified loss and shall include normal allowance for depreciation.
- 19.3.2.1.2 Reasonable care shall be taken by the unit member to adequately protect such property while it is on school property. Reimbursement shall be conditioned upon the absence of negligence by the unit member.
- 19.3.2.1.3 The form to list private property shall be available at each site's office.
- 19.3.2.1.4 Only personal property in excess of \$25.00 shall be considered for reimbursement.
- 19.3.2.1.5 The maximum reimbursement for any one incident shall be \$1000.00. Requests for reimbursements of amounts over \$1,000.00 shall be submitted to the Superintendent who shall consider the request and render a decision.
- 19.3.2.1.6 Under no circumstances shall these sections be interpreted to apply to a unit member's vehicle.
- 19.3.2.1.7 An Unusual Occurrence Report shall be filed with the site administrator by the unit member within five (5) calendar days of the incident.

- 19.3.2.1.8 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.

19.3.3 Pest Eradication

- 19.3.3.1 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.

19.4 TRANSFER, PROMOTION, AND REASSIGNMENT PROCEDURES

This section replaces Article 6 for Head Start/State Preschool Teachers

19.4.1 Definitions of Terms

- 19.4.1.1 Transfer: Transfer is the change of a unit member from one site to another. A transfer may be unit member initiated or District initiated.
- 19.4.1.2 Opening. An opening is a position at a site without an assigned unit member.
- 19.4.1.3 Temporary Reassignment. The deployment of an employee from a lower classification in a higher classification for a finite period of time.
- 19.4.1.4 Promotion. The permanent elevation of an employee to a higher classification.

19.4.2 Effect of a Unit Member Transfer Request

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

19.4.3 Notification of Reasons

- 19.4.3.1 When a request for unit member initiated 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 transfer based on the criteria listed in this Article.

19.4.4 Transfer

Unit Member Initiated Transfer

- 19.4.4.1 Posting of Vacancies

- 19.4.4.1.1 As vacancies become known, they shall be posted at each open school site, Human Resources, and sent to the Association office. The vacancy notice shall include the position, location (if known), level or subject matter of assignment, credential and other requirements, and the closing date of the posting period, which shall be a minimum of ten (10) duty days after the initial posting date of the vacancy notice, or five (5) days under unusual circumstances (i.e. at the beginning of the year when there are many vacancies).
- 19.4.4.2 Requesting a Transfer-Unit member may request a transfer by via the following procedures.
 - 19.4.4.2.1 Unit members may apply for transfer to any specific vacancy for which they are qualified during the time the vacancy is posted.
 - 19.4.4.2.2 Unit member initiated transfers shall be reviewed and a decision made prior to filling vacancies.
 - 19.4.4.2.3 If a vacancy occurs during the school year after the first semester or second trimester, and a unit member is selected to transfer to the assignment, such transfer may occur during the school year if the Child Development Coordinator and the transferee agree. If both principals do not agree, the selected unit member shall transfer at the end of the school year.
 - 19.4.4.2.4 Permanent unit members requesting to transfer shall be considered, if qualified, prior to considering new hires.
- 19.4.4.3 District management shall select the most qualified unit member or applicant who has applied for the vacancy based upon the following criteria:
 - 19.4.4.3.1 Posted qualifications for the vacancy including experience, appropriate credentials, and any special qualifications for the vacant position.
 - 19.4.4.3.2 Posted educationally-related needs of the district and/or affected schools for grade level and/or subject area.
 - 19.4.4.3.3 Legal requirements for grade level and/or subject area.
 - 19.4.4.3.4 Review of evaluations and/or personnel files.
 - 19.4.4.3.5 Years of experience in the District. If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.
- 19.4.4.4 Other provisions relating to unit member initiated transfer.

- 19.4.4.4.1 Transfer requests shall be filed at Personnel Services.
- 19.4.4.4.2 At any time prior to the granting of a transfer, the transfer requests may be withdrawn by the unit member.

District-Initiated Transfers

- 19.4.4.5 District initiated transfer caused by declining enrollment, enrollment shifts, budgetary considerations, or site closures shall be determined as follows:
 - 19.4.4.5.1 Prior to initiating a District-initiated transfer; the District shall seek appropriate volunteers from within the site or department.
 - 19.4.4.5.2 All other factors 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.
 - 19.4.4.5.3 Unit members subject to transfer under this section shall receive priority over unit member initiated transfer for existing vacant positions for which they are qualified.
 - 19.4.4.5.4 Unit members shall not be subject to a District-initiated transfer more than once during a school year. (NOTE: Applies to transfers for declining enrollment, enrollment shifts, or budgetary considerations).
 - 19.4.4.5.5 In the event a site shuts down, and there are no openings to absorb the unit members to be transferred, the employees to be transferred shall displace the junior most employees in their classification, as per the layoff provisions of the agreement.
- 19.4.4.6 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.
- 19.4.4.7 A District-initiated transfer shall not result in loss of annual contract salary, or any health and welfare benefits negotiated in this Agreement.
- 19.4.4.8 Unit members transferred under 19.4.4.6 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.
- 19.4.4.9 District initiated transfers shall not be arbitrary, capricious or discriminatory.

19.4.5 Temporary Reassignment

- 19.4.5.1 The District will make a good faith effort to minimize temporary reassignments. If affected unit members believe abuse of the practice is evident, and the immediate supervisor does not rescind the reassignment, then an appeal may be made to the Division Superintendent for review. Summer reassignments are not subject to this provision.
- 19.4.5.2 Site/department unit members shall have equitable access to temporary reassignment opportunities. All qualified site/department unit members in appropriate classifications shall be given fair consideration for such assignments. Unit members not selected for a temporary reassignment may file a written request for a written statement of reasons for non-selection. Non-unit members shall not be offered temporary reassignments over qualified bargaining unit members.
- 19.4.5.3 Any unit member assigned by the District to a higher classification shall be paid a salary assigned to the higher position on the lowest step which will give an increase over the unit member's regular salary. This increase shall be no less than the difference between step 5 and step 6 of the higher classification, but no more than step 6 of the higher classification. This section effective only if such assignment is three (3) consecutive days, or an accumulation of more than 5 days in a 15 day working period.
- 19.4.5.4 When a unit member is temporarily reassigned to a position in a lower salary classification (summer assignment), the unit member shall retain his/her grade and step.
- 19.4.6 Promotions
 - 19.4.6.1 All promotional opportunities shall be posted at every site for a minimum of ten (10) duty days prior to being filled.
 - 19.4.6.2 The following procedures shall serve as guidelines for all promotions:
 - 19.4.6.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire.
 - 19.4.6.2.2 All qualified applicants for the posted position will be interviewed.
 - 19.4.6.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.
 - 19.4.6.2.4 The unit member with the greatest seniority shall be given priority consideration.
 - 19.4.6.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.

19.4.7 Filling of Vacancies

- 19.4.7.1 The interview panel, if utilized for the filling of any vacancy, shall be comprised of at least one employee who has the skills, or has performed the specific job duties of, or the actual position being filled. This does not apply to entry level positions.

19.5 LEAVES

This section adds to all provisions in Article 7 for Head Start/State Preschool Teachers

19.5.1 Professional Development

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

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

19.5.2 General Provisions

- 19.5.2.1 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.
- 19.5.2.2 Only permanent unit members are eligible to apply for an unpaid leave (exception: Family Care and Medical Leave).
- 19.5.2.3 All leave requests shall carry a statement of recommendation by the immediate supervising administrator with reasons therefore.
- 19.5.2.4 All requests shall be considered by the Deputy Superintendent and the Superintendent prior to submitting to the Board of Education.
- 19.5.2.5 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 years.
- 19.5.2.6 A unit member on unpaid leave must serve at least 75% of the duty days required for that year in order to receive credit for one year's experience.
- 19.5.2.7 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.

- 19.5.2.8 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).
- 19.5.2.9 The unit member on leave must notify the Human Resources Office and the Child Development Coordinator 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.
- 19.5.2.10 After a leave has been approved; the District is under no obligation to return the unit member to service sooner than the ending date of the leave.
- 19.5.2.11 No leave shall be recommended unless the Child Development Coordinator has determined that a competent replacement is available.
- 19.5.2.12 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.
- 19.5.2.13 Extension of leaves, upon request, shall be at the discretion of the District.

19.5.3 Other Leaves and Absences

- 19.5.3.1 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).

19.6 EVALUATION PROCEDURES

- 19.6.1 The purpose of evaluation is to monitor, improve and support Instruction. Toward this end, program administrators and preschool teachers will collaborate, utilizing research-based, best practice teaching and learning methodologies and pedagogy.
- 19.6.2 No later than twenty-five (25) duty days following commencement of duties, the unit member and program administrator shall meet to review and discuss the Evaluation Plan (Appendix 4) for the ensuing year.
- 19.6.3 Probationary Unit Members
 - 19.6.3.1 Probationary Unit members shall receive a formal written appraisal of their performance after the unit member has worked three months, five months, and nine months, provided the unit member is employed at these times.

- 19.6.3.2 Evaluation dates may be extended an amount equal to a unit member's absence days incurred during the evaluation period with the approval of the Associate Superintendent, Human Resources.
- 19.6.3.3 A probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month, fifth month, and ninth month of the formal written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the ensuing year.
- 19.6.3.4 A probationary unit member who receives "needs improvement" and/or an "unsatisfactory" rating in the third month, fifth month and/or ninth month of the formal written appraisals may be recommended for "termination" or may be recommended for an additional six months on probationary status.
- 19.6.3.5 A probationary unit member who is on an additional six months probationary status shall receive a formal written appraisal of their performance after the unit member has worked an additional three months.
- 19.6.3.6 An additional six months probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the seventh month.
- 19.6.3.7 An additional six months probationary unit member who receives any "unsatisfactory" rating in the third month formal written appraisal will be recommended for termination.
- 19.6.3.8 Head Start/State Preschool Teachers may be released without cause at any time during their probationary period.

19.6.4 Permanent Unit Members

- 19.6.4.1 Permanent Unit Members shall receive a formal written appraisal of their performance once (1) a school year. Permanent Unit Members shall be formally observed at least once (1) but no more than twice (2) per year, prior to the evaluation. The written appraisal shall be completed at or near the end of the second semester, which shall be completed between February 1 and May 30.

19.6.5 Probationary and Permanent Unit Members

- 19.6.5.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.

- 19.6.5.2 Any ratings of “needs improvement” or “unsatisfactory” shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement or the basis for unsatisfactory performance. Any prior documentation and/or prior discussions (within the evaluation period) regarding the behavior shall be provided with the evaluation. In addition, the Strategy for Assistance Form shall include specifics regarding unacceptable conduct. (i.e. occurrences)
- 19.6.5.3 For permanent employees, prior discussion and/or documentation shall have occurred before “needs improvement” or “unsatisfactory” is designated in the evaluation procedure.
- 19.6.5.4 When assessing an employee’s performance as less than satisfactory, the evaluator shall not merely repeat the evaluation descriptor for that line item on the strategy for assistance form.
- 19.6.5.5 The unit member’s supervisor shall complete the appraisal form. Copies of the appraisal will be provided to the unit member at the time it is signed: Human Resource Office, where it will become a part of the unit member’s personnel file; and a copy will be retained in the school or department file.
- 19.6.5.6 An appraisal interview is to be held between the unit member and the supervisor for the purpose of discussing the completed form. Following the interview, the unit member shall be given fifteen (15) duty days not counting the day of the meeting to consider the appraisal before commenting. All copies are to be signed by the unit member and the evaluator.
- 19.6.5.7 If the unit member does not agree with the evaluation, this disagreement should be written in the comments area at the time the evaluation is signed. The unit member shall sign the appraisal with the understanding that the unit member’s signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.
- 19.6.5.8 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.
- 19.6.5.9 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 19.6.5.10 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 19.6.5.11 The unit member shall be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

- 19.6.5.12 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response. (Added to Appraisal Form)
- 19.6.5.13 An appraisal form may be completed at any time the supervisor believes the employee or the District will benefit from performance appraisal.
- 19.6.5.14 The contents of an evaluation is specifically excluded from the grievance/arbitration section except when not in compliance with relevant laws or statutes. Violations of procedures within this Article are subject to the grievance procedure.

19.6.6 General Provisions

- 19.6.6.1 Evaluation Forms – Forms used in the evaluation process shall be the forms currently utilized and any proposed changes shall be mutually developed prior to the implementation.
- 19.6.6.2 Source of Evaluation Data – No information or material gathered from sources other than designated evaluators shall be utilized in an observation or evaluation.
 - 19.6.6.2.1 If any information/material is to be used on an evaluation from a source other than the evaluator, a copy of the information/material must be given to the unit member ten (10) days before it is used in the evaluation process so the unit member has the opportunity to attach a written response.
- 19.6.6.3 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 evaluations shall concurrently proceed with improving noted deficiencies while the grievance is being processed.

19.6.7 Personnel File

- 19.6.7.1 All materials in the personnel file of unit member which may serve as a basis for affecting their employment status are to be made available for inspection by the unit member involved.
- 19.6.7.2 The materials referred to in the foregoing statement (19.6.5.1 above) are not to include ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

- 19.6.7.3 Every unit member shall have the right to inspect such materials upon request, provided that the request to inspect such materials is made at a time when such person is not actually required to render service to the District.
- 19.6.7.4 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.
 - 19.6.7.4.1 Information placed in the personnel file under Section 19.6.5.4 shall carry the date stamp of the office of Human Resources.
- 19.6.7.5 When commendatory materials are submitted to District office personnel, a copy shall be sent to affected unit member(s) within ten (10) working days.
- 19.6.8 Concerns/Complaints against Unit Members
 - 19.6.8.1 Initial presentation of concern; Any person other than a student wishing to present a concern/complaint is to present the concern/complaint, within fifteen (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.
 - 19.6.8.2 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 Child Development Coordinator.
 - 19.6.8.2.1 The Child Development Coordinator 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.
 - 19.6.8.2.2 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.
 - 19.6.8.3 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.

- 19.6.8.3.1 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.
- 19.6.8.3.2 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 §19.9 Disciplinary Procedures.
- 19.6.8.4 Representation: Unit members are entitled, upon request, to representation during any meeting/conferences conducted under these provisions. Administrators will make a good faith effort to remind unit members of their right to representation, but failure to do so will not be considered prejudicial to the District.
- 19.6.8.5 Records of complaints: If an investigation by the District shows that the complaint has not merit, no reference of record of the complaint shall be included in the unit member's personnel file.
- 19.6.8.6 Anonymous complaints: Anonymous complaints shall not be processed pursuant to the provisions of this article.
- 19.6.8.7 Unit members 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.
- 19.6.8.8 Other procedures: The District retains the right to pursue other legal procedures when independent investigation proves that the complaint has merit

19.7 MISCELLANEOUS PROVISIONS

19.7.1 This section shall be in addition to Article 12 of the agreement

19.7.2 Conflict

19.7.2.1 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.

19.7.2.2 In the event a conflict between the terms of this Agreement and any statutory regulation, the statutory regulation shall prevail.

19.8 DISCIPLINARY PROCEDURES

19.8.1 This section shall be in addition to Article 15 for Head Start/State Preschool teachers.

19.8.2 Permanent Employees

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

19.9 LAYOFF AND RE-EMPLOYMENT

- 19.9.1 This section shall be in addition to Article 16 for Head Start/State Preschool Teachers.
- 19.9.2 The notice of layoffs shall be not less than sixty (60) days in advance of the effective date of the layoff unless notification about funding is received by the District at a time that such notice is not possible. This section replaces §16.2.1 of the agreement. §16.2.1.1 shall apply to Head Start/State Preschool teachers.

20.0 Activity Supervisors

20.1 RECOGNITION

- 20.1.1 Activity Supervisors are unit members who are neither probationary nor permanent classified employees but shall have the rights provided to them under this Article, California Education Code, and applicable labor laws.

20.2 HOURS OF WORK

- 20.2.1 Activity Supervisors shall work no more than 3.75 hours per day or a total of no more than twenty (20) hours per week.
- 20.2.2 Daily and weekly schedules and length and frequency of shifts shall be determined at the discretion of the site administrator.
- 20.2.3 Activity Supervisors shall sign themselves in at the start, and out at the end of their shift.
- 20.2.4 Activity Supervisors shall be responsible for daily logging-in their in and out time for payroll purposes.
- 20.2.5 Activity Supervisors shall receive written notice of changes to their work schedule the Friday before the coming week.

20.3 WAGES AND WAGE PROVISIONS

- 20.3.1 Activity Supervisors shall be identified under "Operations" on the Classified Families schedule on Appendix 4-(Classified Salary Schedule, Titles).
- 20.3.2 Refer to Appendix 5 for the current negotiated salary schedule.

20.4 TRANSFER PROCEDURES

20.4.1 Transfer, a change in work location, shall only occur when Activity Supervisors apply and are hired by site administrators at each school site with the final approval of the Human Resource Department. The District shall not transfer Activity Supervisors from one work location to another.

20.4.2 Vacancies for Activity Supervisors shall be filled at each work location according to the work location's needs and at the discretion of the site administrator with the final approval of the Human Resource Department.

20.5 ABSENCES/LEAVES

20.5.1 Activity Supervisors are not entitled to absences or leaves except those that are required by State and Federal mandate.

20.5.2 If an Activity Supervisor is going to be absent, the Activity Supervisor is to notify their supervisor immediately so that plans for an unpaid absence may be made with as little disruption to work as possible.

20.5.3 Family Medical Leave Act (FMLA)

20.5.4.1 Activity Supervisors who meet the eligibility requirements for FMLA shall be entitled to all legally required FMLA rights and benefits.

20.5.6 Pregnancy Disability Leave (PDL)

20.5.6.1 PDL is unpaid leave available to female Activity Supervisors who are disabled by pregnancy or a condition related to pregnancy as certified by a healthcare provider.

20.5.7 Family-School Partnership Act

20.5.7.1 Under the Family-School Partnership Act Activity Supervisors are entitled to take unpaid time off from work to participate in their children's and grandchildren's school or child care activities.

20.5.7.2 Activity Supervisors are entitled to take off up to 40 hours each year unpaid (up to eight hours in any calendar month) to participate in activities at their child's and/or grandchild's school or day care facility.

20.6 GRIEVANCE PROCEDURES

20.6.1 A grievance related to an Activity Supervisor is defined as a statement by an Activity Supervisor that the District has violated an express term of Article 20 of this agreement and that by reason of such violation; the Activity Supervisor's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Discipline and discharge of Activity Supervisors is specifically excluded from the operation of this grievance procedure.

20.6.2 A grievance related to an Activity Supervisor shall follow the same procedures and timelines as identified in Article 10.0 (Grievance Procedures) of this agreement.

20.7 EVALUATION PROCEDURES

20.7.1 Newly hired unit members shall receive a formal written appraisal of their performance after the unit member has worked three months.

20.7.1.1 The unit member's supervisor shall complete the appraisal form.

20.7.1.2 After the end of the third month, the supervisor shall evaluate and recommend "on-going" employment or "termination."

20.7.1.3 The date of employment shall be considered the first day the employee was hired.

20.7.1.4 Newly hired unit members not recommended for on-going employment will have one or more checks in the unsatisfactory column and specific comments giving reasons for the low rating given.

20.7.2 Activity Supervisors shall receive a formal written appraisal of their performance annually or at any time the supervisor of the District will benefit from a performance appraisal.

20.7.2.1 The appraisal shall be completed between February 1 and May 30.

20.7.2.2 Any ratings of "Needs Improvement" or "Unsatisfactory" shall include a improvement plan explaining the area of "Needs Improvement" or "Unsatisfactory" and providing strategies for how to improve performance.

20.7.2.3 Activity Supervisors who have served a minimum of five (5) months in their position shall be allowed to apply for promotional positions of which they are qualified.

20.8 EMPLOYEE BENEFITS

20.8.1 Activity Supervisors are not eligible for District provided benefits.

20.9 DISCIPLINARY PROCEDURES

20.9.1 Activity Supervisors' incidents of improper performance of assigned duties, immoral conduct, and/or personal unfitness shall result in disciplinary action and or termination from employment with the District based upon the recommendation of the site administrator and approval of Human Resources.

20.9.2 The following progressive discipline procedures shall be followed:

20.9.2.1 Counsel and orally warn the unit member

20.9.2.2 Conference summary memo

- 20.9.2.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)
 - 20.9.2.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.
- 20.9.2.4 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.
- 20.9.2.5 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.
- 20.9.2.6 All conference summaries and letters of reprimand shall have the signatures of receipt of all in attendance. At the completion of the meeting(s), copies shall be provided to all in attendance.
- 20.9.2.7 The unit member shall have the right to submit a written rebuttal to all conference summaries and all letters of reprimand within ten (10) duty days from the date of issuance.
- 20.9.2.8 All rebuttals submitted by employee shall be attached to the conference summary and/or letter of reprimand.

20.10 LAYOFF

- 20.10.1 The District and the Association shall meet and negotiate the effects of layoffs of Activity Supervisors for lack of funds and/or lack of work.

APPENDIX 1 - Head Start/Preschool Salary Schedule - Classified Employees (2016-2017)

SANTA ANA UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR PRESCHOOL PROGRAMS
2016-2017

GRADE	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
5	1833	10.911	1921	11.435	2019	12.018	2127	12.661	2233	13.292	2346	13.964
6	1879	11.185	1975	11.756	2074	12.345	2178	12.964	2293	13.649	2404	14.310
7	1924	11.452	2022	12.036	2130	12.679	2234	13.298	2348	13.976	2465	14.673
8	1975	11.756	2074	12.345	2178	12.964	2293	13.649	2403	14.304	2524	15.024
9	2022	12.036	2130	12.679	2234	13.298	2348	13.976	2468	14.690	2596	15.452
10	2074	12.345	2178	12.964	2293	13.649	2403	14.304	2531	15.065	2658	15.821
11	2130	12.679	2234	13.298	2348	13.976	2468	14.690	2596	15.452	2724	16.214
12	2178	12.964	2293	13.649	2403	14.304	2531	15.065	2657	15.815	2792	16.619
13	2234	13.298	2348	13.976	2468	14.690	2596	15.452	2720	16.190	2859	17.018
14	2293	13.649	2403	14.304	2531	15.065	2657	15.815	2793	16.625	2932	17.452
15	2348	13.976	2468	14.690	2596	15.452	2720	16.190	2862	17.036	3001	17.863
16	2403	14.304	2531	15.065	2657	15.815	2793	16.625	2932	17.452	3081	18.339
17	2468	14.690	2596	15.452	2720	16.190	2862	17.036	3000	17.857	3152	18.762
18	2534	15.083	2659	15.827	2794	16.631	2934	17.464	3083	18.351	3238	19.274
19	2598	15.464	2724	16.214	2863	17.042	3002	17.869	3154	18.774	3316	19.738
20	2660	15.833	2796	16.643	2938	17.488	3087	18.375	3239	19.280	3403	20.256
21	2728	16.238	2864	17.048	3010	17.917	3156	18.786	3318	19.750	3483	20.732
22	2796	16.643	2938	17.488	3087	18.375	3239	19.280	3404	20.262	3576	21.286
23	2865	17.054	3014	17.940	3162	18.821	3321	19.768	3485	20.744	3664	21.810
24	2939	17.494	3088	18.381	3240	19.286	3405	20.268	3578	21.298	3757	22.363
25	3014	17.940	3162	18.821	3321	19.768	3485	20.744	3663	21.804	3845	22.887
26	3091	18.399	3241	19.292	3407	20.280	3580	21.310	3759	22.375	3946	23.488
27	3163	18.827	3322	19.774	3486	20.750	3664	21.810	3850	22.917	4042	24.060
28	3241	19.292	3407	20.280	3580	21.310	3759	22.375	3951	23.518	4144	24.667
29	3325	19.792	3492	20.786	3669	21.839	3851	22.923	4043	24.065	4254	25.321
30	3408	20.286	3583	21.327	3760	22.381	3954	23.536	4150	24.702	4356	25.929
31	3502	20.845	3673	21.863	3859	22.970	4047	24.089	4256	25.333	4467	26.589
32	3583	21.327	3760	22.381	3954	23.536	4150	24.702	4356	25.929	4572	27.214
33	3673	21.863	3859	22.970	4047	24.089	4256	25.333	4467	26.589	4687	27.899
34	3761	22.387	3955	23.542	4153	24.720	4358	25.940	4587	27.304	4816	28.667
35	3861	22.982	4049	24.101	4257	25.339	4474	26.631	4688	27.905	4929	29.339
36	3958	23.560	4158	24.750	4361	25.958	4589	27.315	4816	28.667	5054	30.083
37	4052	24.119	4259	25.351	4476	26.643	4694	27.940	4939	29.399	5181	30.839
38	4162	24.774	4366	25.988	4593	27.339	4822	28.702	5057	30.101	5316	31.643
39	4264	25.381	4479	26.661	4710	28.036	4941	29.411	5187	30.875	5449	32.435
40	4376	26.048	4596	27.357	4824	28.714	5062	30.131	5321	31.673	5585	33.244
41	4481	26.673	4712	28.048	4945	29.435	5196	30.929	5459	32.494	5729	34.101
42	4599	27.375	4827	28.732	5070	30.179	5323	31.685	5592	33.286	5873	34.958
43	4714	28.060	4949	29.458	5199	30.946	5462	32.512	5732	34.119	6023	35.851
44	4832	28.762	5074	30.202	5328	31.714	5596	33.310	5873	34.958	6168	36.714
45	4951	29.470	5203	30.970	5466	32.536	5734	34.131	6027	35.875	6330	37.679
46	5078	30.226	5332	31.738	5604	33.357	5876	34.976	6174	36.750	6484	38.595
47	5205	30.982	5467	32.542	5742	34.179	6032	35.905	6333	37.696	6651	39.589
48	5332	31.738	5604	33.357	5876	34.976	6174	36.750	6491	38.637	6812	40.548
49	5470	32.560	5745	34.196	6034	35.917	6334	37.702	6652	39.595	6987	41.589
50	5612	33.405	5889	35.054	6192	36.857	6500	38.690	6822	40.607	7161	42.625
51	5749	34.220	6036	35.929	6338	37.726	6656	39.619	6991	41.613	7343	43.708
52	5898	35.107	6194	36.869	6503	38.708	6827	40.637	7169	42.673	7528	44.810
53	6042	35.964	6347	37.780	6661	39.649	6997	41.649	7348	43.738	7713	45.911
54	6196	36.881	6505	38.720	6834	40.679	7174	42.702	7533	44.839	7915	47.113
55	6350	37.798	6665	39.673	7000	41.667	7355	43.780	7725	45.982	8112	48.286
56	6506	38.726	6835	40.685	7176	42.714	7537	44.863	7916	47.119	8313	49.482
57	6666	39.679	7002	41.679	7356	43.786	7727	45.994	8113	48.292	8518	50.702
58	6838	40.702	7180	42.738	7544	44.905	7923	47.161	8315	49.494	8738	52.012
59	7008	41.714	7359	43.804	7731	46.018	8115	48.304	8521	50.720	8951	53.280
60	7184	42.762	7544	44.905	7918	47.131	8313	49.482	8729	51.958	9164	54.548
61	7360	43.810	7730	46.012	8114	48.298	8519	50.708	8946	53.250	9392	55.905
62	7547	44.923	7920	47.143	8315	49.494	8734	51.988	9166	54.560	9621	57.268

Eff. 7/1/2016 retro 1%
Board Approval 5/9/17

SANTA ANA UNIFIED SCHOOL DISTRICT

PRESCHOOL PROGRAM TEACHERS

184 days

2016-2017

	Column I	Column IIA	Column IIB	Column IIC	Column IIIA	Column IIIB	Column IIIC
		Teacher 8 hour	Teacher AA 8 hour	Teacher BA 8 hour	Master Teacher/ Site Supervisor 8 hour	Master Teacher/ Site Supervisor AA 8 hour	Master Teacher/ Site Supervisor/ Prog. Dir. BA 8 hour
Step							
1	29891	31386	32167	32954	32954	33778	34602
2	29891	31854	32651	33450	33449	34284	35120
3	30339	32333	33142	33950	33950	34799	35647
4	30796	32818	33637	34459	34459	35322	36182
5	31256	33311	34143	34976	34976	35853	36727
6	31725	33809	34655	35500	35500	36389	37276
7	32202	34318	35175	36034	36034	36934	37836
8	32684	34832	35702	36574	36574	37488	38403
9	33173	35355	36238	37124	37124	38049	38979
10	33673	35885	36782	37679	37679	38620	39563
11	~	36423	37333	38245	38245	39200	40159
12	~	36969	37893	38818	38818	39789	40758
16	~	37526	38461	39401	39401	40385	41371
21	~	38088	39038	39991	39991	40992	41990
26	~	38659	39623	40591	40591	41607	42619

SANTA ANA UNIFIED SCHOOL DISTRICT

PRESCHOOL PROGRAM TEACHERS

224 days

2016-2017

Credential	Associate Teacher 8 hour	Teacher 8 hour	Teacher AA 8 hour	Teacher BA 8 hour	Master Teacher/ Site Supervisor 8 hour	Master Teacher/ Site Supervisor AA 8 hour	Master Teacher/ Site Supervisor/ Prog. Dir. BA 8 hour
Step							
1	36389	38208	39161	40118	40118	41121	42124
2	36389	38779	39750	40721	40721	41737	42754
3	36935	39362	40346	41330	41330	42363	43397
4	37490	39953	40949	41950	41950	43001	44048
5	38052	40553	41566	42580	42580	43647	44711
6	38621	41159	42189	43218	43218	44300	45379
7	39202	41779	42822	43867	43867	44963	46061
8	39789	42404	43464	44525	44525	45638	46752
9	40385	43041	44116	45193	45193	46321	47453
10	40994	43687	44778	45870	45870	47017	48163
11		44341	45448	46559	46559	47721	48889
12		45006	46131	47257	47257	48439	49618
16		45683	46822	47967	47967	49164	50365
21		46368	47524	48685	48685	49903	51118
26		47063	48237	49415	49415	50652	51884

Eff. 5/9/17 retro 1%
Board Approval 5/9/17

SANTA ANA UNIFIED SCHOOL DISTRICT
 PRESCHOOL PROGRAM LEAD TEACHERS
 184 days
 2016-2017

	LT-A	LT-B	LT-C	LT-D
	Site Supervisors Permit			
	No Degree	AA	BA/BS	BA/BS
Step				
1	35778	36851	37927	38306
2	36317	37405	38495	38880
3	36859	37965	39073	39462
4	37412	38534	39658	40054
5	37974	39112	40256	40658
6	38543	39700	40857	41265
7	39122	40294	41471	41885
8	39709	40899	42093	42512
9	40304	41512	42723	43149
10	40910	42134	43363	43798
11	41522	42766	44016	44455
12	42144	43410	44675	45122
16	42778	44060	45345	45798
21	43418	44721	46026	46484
26	44070	45392	46716	47182

SANTA ANA UNIFIED SCHOOL DISTRICT

PRESCHOOL PROGRAM LEAD TEACHERS

224 days

2016-2017

	LT-A	LT-B	LT-C	LT-D
	Site Supervisors Permit			
	No Degree	AA	BA/BS	Program Directors Permit BA/BS
1	43556	44862	46171	46634
2	44212	45537	46864	47332
3	44871	46219	47567	48041
4	45546	46910	48279	48761
5	46229	47614	49007	49496
6	46922	48331	49738	50235
7	47628	49054	50486	50990
8	48342	49790	51243	51753
9	49066	50536	52011	52529
10	49803	51294	52790	53319
11	50548	52063	53585	54119
12	51306	52846	54387	54931
16	52077	53638	55203	55755
21	52856	54443	56032	56589
26	53651	55260	56871	57439

Classified Salary Schedule 2016-2017

OPERATIONS	GRADE	CLERICAL (Cont.)	GRADE	INSTRUCTIONAL ASSISTANCE (Cont.)	GRADE	DATA PROCESSING (Cont.)	GRADE
*General Helper	6	Sr Administrative Clerk	24	After School Instructional Provider	16	Senior Research Analyst	52
Activity Supervisor	10	Sr Administrative Clerk-Healthy Tomorrows	24	Athletic Equipment Attendant I	16	Senior Programmer Analyst	62
*Custodian	23	Site Clerk	24	Instr. Asst. Billeriate (Option)	16	Software Engineer	62
*Groundskeeper	24	Word Processing Technician I	25	Pre K-Instructional Provider	16		
Athletic Field Groundskeeper (H. S.)	25	Data Entry Technician	26	Instr. Asst. Automotive (ROP)	17	FISCAL	GRADE
Deep Cleaning Crew	25	Registrar-Continuation	26	Instr. Asst. Diagnostic & Preschool	17	Account Clerk	25
Floor Maintenance Worker	25	Registrar-High School	26	Instr. Asst. Fine Arts	17	School Account Clerk	25
Intermediate Lead Custodian	25	ROP Attendance Facilitator	26	Instr. Asst. Graphic Arts (ROP)	17	Senior Account Clerk	28
Plant Custodian-Support Site	25	Word Processing Technician II	27	Instr. Asst. Medical Ass't. (ROP)	17	Payroll Clerk	29
Athletic Field Grndskeeper/Grndskeeper (Int.)	26	Department Specialist	28	Instr. Asst. Visually Impaired	17	Payroll Technician	31
Spray Operator	26	Educational Research Data Support Specialist	28	SSP Special Education	19	Budget Clerk	32
Grounds Equipment Operator	28	District Attendance Specialist	31	Instr. Asst. DHH	20	Payroll Specialist	35
Lead Custodian (High School)	28	Facilities Contract Technician	32	Instr. Asst. Independent Study	20	Categorical Budget Analyst	39
Plant Custodian-Elementary	28	Sr. Facilities Contract Technician	35	Instr. Asst. Severely Disabled	20	Internal Auditor	45
Pool Maintenance Worker	28	District Senior Attendance Specialist	34	Instr. Asst. Speech & Language	20		
Roving Lead Custodian	28	SECRETARIAL	GRADE	Job Coach-Special Education	20	PURCHASING	GRADE
Stage Manager	28	Athletic Secretary	25	Job Training Assistant-Special Education	22	Purchasing Assistant	27
Tree Trimmer	29	Secretary	25	Athletic Equipment Attendant II	22	Purchasing Assistant	27
Senior Groundskeeper	30	School Police Office Specialist	27	Autism Paraprofessional	24	Assistant Buyer	30
Irrigation Specialist	32	Senior Secretary	27	Career Guidance Technician	24	Buyer	33
Plant Custodian-Intermediate	32	School Office Manager-Continuation	28	Computer Classroom Instr. Asst.	26	Buyer/Planner	37
Plant Custodian-High School	35	School Office Manager-Intermediate	28	Computer Technician	28	Senior Buyer	37
		School Office Manager-Secretary	28	Senior Instr. Asst. Reading, Math, Computers	28		
MAINTENANCE	GRADE	School Office Manager-High School	30	Accompanist	30	PERSONNEL	GRADE
*Maintenance Helper	19	Administrative Secretary	30	**Instr. Asst. Reading, Math, Computers	32(26)	Personnel Clerk	22
Maintenance Worker I	26	School Office Manager-Secretary	31	Interpreter-Hearing Impaired	32	Personnel Assistant	29
Electrician I	30	Senior Administrative Secretary	31	Speech/Language Pathology Assistant	34	Benefits Technician	32
HVAC Mechanic I	30	ELD/Bilingual Program Secretary	32	Certified Occupational Therapist Assistant	36	Personnel Technician	32
Maintenance Worker II	30	SELPA Secretary	32	Community Resource Specialist (ROP)	40	Personnel Technician	34
Plumber I	30	ADMINISTRATIVE ASSISTANCE	GRADE	Parent Trainer	40	Lead Benefits Technician	34
Vehicle Mechanic I	30	*Administrative Assistant	14	**Career/Comm. Ed. Specialist	41(32)	Lead Credentials Technician	34
Carpenter	34	Registration & Testing Technician	18	Artist in the School	45		
**Locksmith	34	Health Clerk	19	Instructional Computer Specialist	50	PUBLICATIONS	GRADE
Painter	34	Community Worker	20	Physical Therapist	53	Bindery Operator	14
Welder	34	District Centrex Operator	20	Occupational Therapist	56	Production Assistant	21
Electrician II	36	Migrant Education School Assistant	20			* Duplications & Bindery	23
HVAC Mechanic II	36	Registration & Testing Specialist	20	MEDIA	GRADE	Offset Printing Technician I	28
Mechanical Equipment Repair Worker	36	Parent Education Specialist	22	*IMC Film & Matis Assistant	16	Offset Printing Technician II	30
Plumber II	36	Licensed Vocational Nurse	22	Library Media Assistant	19	Pre-press Operator	36
Vehicle Mechanic II	36	Translator/Interpreter I	22	High School Media Technician	25		
Electronic Equipment Technician	38	Translator/Interpreter II	22	Library Media Technician	25	SECURITY	GRADE
Maintenance Planner/Scheduler	44	Risk Management Benefits Specialist	30	ITV Broadcast Technician	26	*Alarm Monitor/Dispatcher	22
Assistant Building Inspector	47	Community Resource Specialist	30	Media Production Technician	26	District Safety Officer	31
Building Inspector-Class IV	49	Family Support Worker	40	IMC/AV Specialist	28	School Police Officer	40
Building Inspector-Class III	51	Parent Involvement Coordinator	40	Media Operations Specialist	34		
Building Inspector-Class II	53	ROP Operations Specialist	40	Media Systems Technician	38	FOOD SERVICE	GRADE
Building Inspector-Class I	59	Partners in Educ./Special Projects Coord.	42	Communications Specialist	40	Food Service Worker	11
		Classified Educational Research Analyst	48	Media Design/Product Specialist	40	Senior Food Service Worker	13
WAREHOUSE AND TRANSPORTATION	GRADE	Site Coordinator	\$25	Web Infrastructure Systems Administrator	40	Food Service Facility Operator	15
Instructional Stock Clerk	20	INSTRUCTIONAL ASSISTANCE	GRADE	Media Systems Engineer	49	Food Service Supervisor-Elementary	17
Delivery Driver	24	Pre-School Facilitator	6			Baker	17
Storekeeper	28	*Instructional Assistant	14	DATA PROCESSING	GRADE	Cook	17
Inventory Control Specialist	30	*Instr. Asst. Special Education	15	Data Processing Assistant	28	Senior Baker	21
Transportation Scheduler	35			Computer Operator	32	Senior Cook	21
Shop Store Foreman	36			Computer Programmer	32	Kitchen Equipment Mechanic	25
Lead Logistics Technician	38			Help Desk Technician	36	Certified Chef	33
Telecommunications Technician	40			Senior Data Processing Assistant	34		
Senior Telecommunications Technician	42			Application Support Operations Analyst	38		
				Assistive Technology Specialist	40		
CLERICAL	GRADE			Database Technician	42		
*Attendance Clerk	14			Network Technician	42		
*Administrative Clerk I	16			Data Communications Analyst	48		
Administrative Clerk II	20			Help Desk Analyst	48		
Attendance Technician	24			Programmer Analyst	48		
Attendance Technician-Continuation	24			Senior Network Analyst	48		
Registrar-Intermediate	24			Business Analyst I	48		
School Office Assistant-Elementary	24			Network Engineer	50		
School Office Assistant-Secondary	24			User Service Analyst II	51		
				Data Base Engineer	52		

APPENDIX 5 - Classified Salary Schedule

Santa Ana Unified School District
Classified Salary Schedule 2016-2017

Grade	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
5	2078	12.369	2178	12.964	2289	13.625	2410	14.345	2532	15.071	2658	15.821
6	2129	12.673	2238	13.321	2350	13.988	2468	14.690	2598	15.464	2726	16.226
7	2182	12.988	2291	13.637	2413	14.363	2535	15.089	2662	15.845	2796	16.643
8	2238	13.321	2350	13.988	2468	14.690	2598	15.464	2724	16.214	2864	17.048
9	2291	13.637	2413	14.363	2535	15.089	2662	15.845	2801	16.673	2944	17.524
10	2350	13.988	2468	14.690	2598	15.464	2724	16.214	2867	17.065	3014	17.940
11	2413	14.363	2535	15.089	2662	15.845	2801	16.673	2944	17.524	3088	18.381
12	2468	14.690	2598	15.464	2724	16.214	2867	17.065	3012	17.929	3163	18.827
13	2535	15.089	2662	15.845	2801	16.673	2944	17.524	3086	18.369	3241	19.292
14	2598	15.464	2724	16.214	2867	17.065	3012	17.929	3164	18.833	3324	19.786
15	2662	15.845	2801	16.673	2944	17.524	3086	18.369	3244	19.310	3404	20.262
16	2724	16.214	2867	17.065	3012	17.929	3164	18.833	3324	19.786	3492	20.786
17	2801	16.673	2944	17.524	3086	18.369	3244	19.310	3402	20.250	3573	21.268
18	2871	17.089	3015	17.946	3165	18.839	3327	19.804	3494	20.798	3672	21.857
19	2947	17.542	3088	18.381	3246	19.321	3405	20.268	3577	21.292	3758	22.369
20	3019	17.970	3166	18.845	3329	19.815	3496	20.810	3673	21.863	3855	22.946
21	3091	18.399	3247	19.327	3413	20.315	3580	21.310	3762	22.393	3950	23.512
22	3166	18.845	3329	19.815	3496	20.810	3673	21.863	3858	22.964	4051	24.113
23	3250	19.345	3414	20.321	3586	21.345	3763	22.399	3951	23.518	4153	24.720
24	3332	19.833	3498	20.821	3674	21.869	3859	22.970	4052	24.119	4259	25.351
25	3414	20.321	3586	21.345	3763	22.399	3951	23.518	4152	24.714	4359	25.946
26	3503	20.851	3675	21.875	3861	22.982	4058	24.155	4262	25.369	4474	26.631
27	3587	21.351	3767	22.423	3953	23.530	4153	24.720	4363	25.970	4583	27.280
28	3675	21.875	3861	22.982	4058	24.155	4262	25.369	4479	26.661	4697	27.958
29	3769	22.435	3957	23.554	4160	24.762	4364	25.976	4584	27.286	4821	28.696
30	3862	22.988	4064	24.190	4264	25.381	4483	26.685	4708	28.024	4939	29.399
31	3966	23.607	4162	24.774	4376	26.048	4588	27.310	4824	28.714	5062	30.131
32	4064	24.190	4264	25.381	4483	26.685	4708	28.024	4939	29.399	5184	30.857
33	4162	24.774	4376	26.048	4588	27.310	4824	28.714	5062	30.131	5315	31.637
34	4267	25.399	4484	26.690	4713	28.054	4942	29.417	5198	30.940	5456	32.476
35	4377	26.054	4589	27.315	4826	28.726	5073	30.196	5316	31.643	5586	33.250
36	4487	26.708	4714	28.060	4945	29.435	5200	30.952	5456	32.476	5731	34.113
37	4597	27.363	4828	28.738	5076	30.214	5322	31.679	5597	33.315	5875	34.970
38	4716	28.071	4951	29.470	5205	30.982	5464	32.524	5736	34.143	6027	35.875
39	4836	28.786	5078	30.226	5336	31.762	5599	33.327	5879	34.994	6176	36.762
40	4961	29.530	5207	30.994	5467	32.542	5740	34.167	6031	35.899	6330	37.679
41	5081	30.244	5340	31.786	5606	33.369	5890	35.060	6191	36.851	6495	38.661
42	5213	31.030	5474	32.583	5748	34.214	6034	35.917	6338	37.726	6658	39.631
43	5343	31.804	5611	33.399	5893	35.077	6194	36.869	6498	38.679	6829	40.649
44	5480	32.619	5752	34.238	6040	35.952	6343	37.756	6658	39.631	6992	41.619
45	5612	33.405	5894	35.083	6197	36.887	6500	38.690	6835	40.685	7172	42.690
46	5758	34.274	6045	35.982	6355	37.827	6663	39.661	6999	41.661	7350	43.750
47	5901	35.125	6198	36.893	6509	38.744	6840	40.714	7179	42.732	7541	44.887
48	6045	35.982	6355	37.827	6663	39.661	6999	41.661	7358	43.798	7724	45.976
49	6199	36.899	6510	38.750	6842	40.726	7181	42.744	7543	44.899	7921	47.149
50	6359	37.851	6679	39.756	7017	41.768	7368	43.857	7733	46.030	8116	48.310
51	6518	38.798	6843	40.732	7186	42.774	7547	44.923	7924	47.167	8323	49.542
52	6685	39.792	7024	41.810	7371	43.875	7737	46.054	8126	48.369	8530	50.774
53	6850	40.774	7193	42.815	7550	44.940	7933	47.220	8328	49.571	8745	52.054
54	7026	41.821	7375	43.899	7746	46.107	8135	48.423	8537	50.815	8970	53.393
55	7196	42.833	7557	44.982	7937	47.244	8336	49.619	8756	52.119	9196	54.738
56	7376	43.905	7747	46.113	8137	48.435	8544	50.857	8971	53.399	9421	56.077
57	7558	44.988	7941	47.268	8337	49.625	8760	52.143	9199	54.756	9659	57.494
58	7751	46.137	8139	48.446	8551	50.899	8982	53.464	9427	56.113	9905	58.958
59	7946	47.298	8346	49.679	8763	52.161	9201	54.768	9662	57.512	10145	60.387
60	8144	48.476	8551	50.899	8975	53.423	9421	56.077	9894	58.893	10390	61.845
61	8347	49.685	8762	52.155	9200	54.762	9661	57.506	10140	60.357	10649	63.387
62	8555	50.923	8978	53.440	9427	56.113	9899	58.923	10392	61.857	10908	64.929

Eff. 7/1/2016 retro 1%
Board Approval 5/9/17

APPENDIX 6 - Paraprofessional Career Ladder Program (limited distribution)

**Memorandum of Understanding
between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
September 6, 2000**

WHEREAS, the District has joined the Orange County Department of Education in applying for funding for the 2000-2001 OCPTTP (Orange County Paraprofessional Teacher Training Program) through the California Commission on Teacher Credentialing (CCTC), and

WHEREAS, the District has been advised that the County's application has been funded with modifications, and

WHEREAS, the District, CSEA and OCDE are required to work together to create the Paraprofessional Career Program in order to participate, and

WHEREAS, it is in the District's and CSEA's mutual interest to create a comprehensive career ladder program that transitions qualified, motivated Paraprofessionals through coursework and greater responsibility in the classroom so that they may become teachers in the District.

The parties hereby agree:

1. The Program:

- a. The Paraprofessional Career Ladder is created to develop Paraprofessionals into fully credentialed teachers
- b. This MOU is the sole agreement between CSEA and SAUSD regarding the parameters of the Career Ladder Program
- c. The parties agree to meet and review this MOU and the program as necessary
- d. This MOU, along with the MOU establishing SAUSD as a participant in the OCPTTP consortium, shall become an addendum to the District/CSEA agreement
- e. This agreement provides for the CCT Grant, through the OCPTTP, to pay tuition, fees, costs for books, and other fees as may be stipulated, to the affiliated higher education institution on behalf of the participating paraprofessional

2. Participation in the Program

- a. Participation is limited to permanent Paraprofessionals

- b. Participants in the program will sign the attached “Participant Commitment and Agreement.” (Exhibit 1) in addition to the OCPTTP Participant Commitment and agreement (Exhibit 5), contract with District in order to participate. In this agreement, the participating paraprofessional pledges commitment to the program, and creates a conditional employment contract based upon the amount of support provided to the paraprofessional in this program.
- c. Participation is limited to paraprofessionals who apply and are selected by the District/CSEA Paraprofessional Career Ladder Committee.
- d. The following are required for continued participation in the program for the purposes of work assignments and stipends:
 - i. Be enrolled in at least six (6) semester units each semester (or at least a half-time schedule if the institution is not on the semester system) in the accredited institution where qualifying course credit is being earned.
 - ii. Maintain a GPA of 2.75 or better (as verified by transcripts to be provided to the committee after each semester).
 - iii. Participate in Paraprofessional Career Ladder program support activities, and/or CSEA activities as required
 - iv. Complete all coursework for a bachelor’s degree and pass the CBEST.
 - v. Maintain good attendance in their paraprofessional position
 - vi. Participants who receive financial assistance and do not meet continuing eligibility requirements must submit a letter of explanation to the committee. Based upon the reasons for not meeting eligibility requirements, the committee may allow a participant to continue on probation status. This decision to continue is to be made each semester that the eligibility requirements are not met.
 - vii. Remain a paraprofessional with the district

3. Paraprofessional Commitments

- a. The paraprofessional shall agree to complete the program and obtain a teaching credential (as provided for in the Participation agreement)
- b. After earning a Bachelor’s Degree and teaching credential, the paraprofessional agrees to teach one year in the District for each year financial support was provided by the OCPTTP, including the years of intern teaching (if applicable)
- c. The paraprofessional will agree in writing to reimburse OCDE for any and all actual expenses incurred on his/her behalf by the District while a participant in the program if any of the following events occur:
 - i. He/she voluntarily leaves the program for any reason

- ii. He/she does not accept a teaching contract if offered by the District
 - iii. He/she does not complete the required number of teaching years to “repay” the District for the financial assistance provided
 - iv. He/she drops out of any class for which the District has already paid tuition
 - v. He/she received a GPA less than 2.75 in a class for which the OCPTTP has paid tuition
 - vi. He/she resigns his paraprofessional position
- d. The Paraprofessional shall maintain membership or service fee payer status with CSEA.

4. District Commitments

- a. The District agrees to channel financial assistance from the CCTC to the employee, which will be applied toward related expenses at colleges and universities such as: application fees, tuition fees, Parking fees, required textbooks
- b. The District agrees to offer an intern teaching position and teaching position to the paraprofessional if there are vacancies for which he/she is eligible once the appropriate credential requirements are met. In the event the District does not have an open teaching position, the following options would be provided:
 - i. Continuation as a paraprofessional until a teaching position vacancy occurs;
 - ii. Provide daily substitute assignments until a teaching position vacancy occurs;
 - iii. If, after two (2) years the District can not provide employment to the paraprofessional as a teacher, then the District and OCDE will first see to hire the employee within the OCPTTP consortium. The District and OCDE shall then release the paraprofessional from the obligation to repay the financial assistance that was provided, and he/she will be free to seek employment elsewhere.

5. District/CSEA Paraprofessional Career Ladder Committee

- a. The committee shall, in cooperation with OCDE administrative staff:
 - i. Establish criteria for paraprofessional candidates
 - ii. Screen paraprofessional candidates and select individuals for interviews
 - iii. Interview candidates
 - iv. Select final candidates for the program
 - v. Review and modify Career Ladder program as necessary, including the recommendation of policies and procedures for implementation of the Career Ladder Program

- vi. Make decisions about continued affiliation with OCDE, or other agencies that may provide support for the program, and to seek funding for the program elsewhere
 - vii. Establish methods whereby the program can be enhanced, and individuals in the program supported for greater success
 - viii. Mediate problems encountered by participating paraprofessional with supervisors and/or other personnel
 - ix. Monitor performance of participating paraprofessionals to determine eligibility for continuation in the program
- a. The committee shall be comprised of:
 - i. District Administrators from Human Resources
 - ii. Individuals appointed by the CSEA Chapter 41 president
6. Career Ladder and Compensation Scheme
- a. The job descriptions of Paraprofessional I, Paraprofessional II, and Paraprofessional III, shall define the career ladder (see Exhibits 2, 3, and 4)
 - i. These job descriptions shall be used only for those paraprofessionals that are active in the OCPTTP program
 - ii. The job descriptions reflect higher level duties that are to be added to the paraprofessional's responsibilities. These duties are to replace lower level duties not defined by the program's job descriptions.
 - b. Compensation
 - i. Paraprofessionals in the program shall be paid stipends by the SAUSD and shall be advanced through the ladder as follows:
 - 1. Entry Level
 - a. Less 36 units in accredited program has been earned
 - b. Paraprofessional is assigned duties off of regular job description
 - c. No stipend paid (except as otherwise provided under professional growth in the collective bargaining agreement)
 - 2. Paraprofessional I
 - a. 36 units completed at accredited college or junior college
 - b. Assigned higher level duties off of Paraprofessional I job descriptions

- c. Stipends of \$99.00 per month plus \$33.00 per month for each additional 12 unit increments earned.
 - 3. Paraprofessional II
 - a. Completion of 60 units in education field toward teaching credential
 - b. Assigned higher level duties off of Paraprofessional II job description
 - c. Stipend of \$165.00 per month plus \$33.00 per each additional 12 unit increments earned.
 - 4. Paraprofessional III
 - a. Completion of 96 units in education field toward teaching credential
 - b. Assigned higher level duties off of Paraprofessional may be expected to obtain a 30 day substitute permit, and begin substitute teaching.
 - c. Stipend of \$264.00 per month plus \$33.00 per each additional 12 unit increments earned.
 - d. At this stage in the program, the paraprofessional may be expected to obtain a 30 day substitute permit, and begin substitute teaching.
 - e. This position is to be considered a lead position for the purposes of the Mentor Program below.
- ii. This compensation scheme is based upon the Professional Growth Program in the SAUSD/CSEA contract §4.6. In all areas where a conflict exists between the contract and this MOU, this MOU shall override.
- c. Criteria for Stipends
 - i. The paraprofessional must continue in the paraprofessional career ladder program in order to continue receiving stipends
 - ii. The participant must remain employed as a paraprofessional with the District
 - iii. Participant must maintain a GPA of 2.75 on all coursework related to program
 - iv. Should a paraprofessional wish to abandon the career ladder program and retain the classification and stipend earned, he/she may send such a request to the District/CSEA Paraprofessional Career Ladder Committee for review on a case by case basis.

- d. Completion of the Program
 - i. Applicants who successfully complete the program will be hired as full time teachers by the District upon completion of the following:
 - 1. Earn a Bachelors of Arts or Bachelor of Science degree, and
 - 2. Pass the CBEST examination
 - 3. Obtain a teaching credential with a CLAD or BCLAD emphasis or participate in an approved inter program
7. Mentor Program
- a. When there are paraprofessionals at the Paraprofessional III level, the District/CSEA Paraprofessional Career Ladder Committee shall attempt to initiate a Mentoring program to enable more experienced paraprofessionals to train new and less experienced paraprofessionals.
8. Articulation Agreement:
- a. The LEA (OCDE) shall enter into an agreement with Rancho Santiago Community College District and California State University at Fullerton (and/or other institutions as appropriate), that clarifies transferability of college units and/or classes and courses for this program. This is to ensure that courses earned at Santa Ana or Rancho Santiago Colleges can be transferred for credit to Cal State Fullerton and count toward the completion of the four year bachelors degree.
9. Paraprofessional Hours and Special Provisions
- a. It is expected that participating paraprofessionals shall work their normal schedule.
 - i. Course Load pressures
 - 1. Should the participating paraprofessional find their normal schedule unduly burdensome with the course load embraced; and he/she feels that the schedule could have a negative impact on his/her grades for the quarter; the paraprofessional can request a work schedule modification from the District/CSEA Paraprofessional Career Ladder Committee.
 - a. It is understood that such schedule changes, if approved by the committee, may be temporary and subject to revocation if abuse is suspected.
 - ii. Testing
 - 1. Alterations to the normal schedule to accommodate testing in the program shall be given special consideration.
 - iii. Courses offered only during the paraprofessional workday

1. The committee will review the limitation presented by the educational Institution and endeavor to find a solution for the paraprofessional within the time table of the program. The committee will make best efforts to make arrangements for the current semester, but may be unable to accommodate the request for the course until future semesters.
 - a. If a participant is unable to progress in the program as required as a result of such a scheduling conflict, or the unavailability of a required class, then that paraprofessional will be “held over” as an active participant until the next semester, or until the class can be taken
 - iv. All schedule accommodations may include use of accrued paid leave, unpaid leave, changes in the starting and ending times of assignments, release time, and/or any other provision within the purview of the committee.
 - b. Participating paraprofessionals shall be invited, when possible, to participate in District offered or sponsored teacher, student teacher, and teacher intern training sessions.

Paraprofessional Career Ladder Program

Participant Commitment and Agreement (revised)

This agreement is entered into between the Santa Ana Unified School District (hereafter referred to as "The District") and _____ (you, the employee), for the purpose of clearly defining both the District's and your responsibilities in relation to your voluntary participation in the District's Paraprofessional Career Ladder Program.

As a participant, you agree:

1. To act in good faith in all aspects of this agreement.
2. After earning your bachelor's degree and teaching credential, you agree to teach in the District for the following number of years: (hereafter referred to as "Support Years")

College Year You Enter Program	Years You Must Teach in the District
--------------------------------	--------------------------------------

Freshman Year	5
Sophomore Year	4
Junior Year	3
Senior	2
Fifth Year	1

3. That during all of your support years, the District may place you in any school, subject, grade, or program for which you are properly credentialed. You also agree that for the duration of your support years, you will not seek a transfer out of the District's bilingual or special education programs, if applicable.
4. To provide the District/CSEA Career Ladder Committee with copies of your transcripts after each grading period, and/or upon request at any time. In addition, you hereby provide authorization to the school you are attending, and any previous schools you have attended, to provide grade and course completion information to SAUSD, CSEA, and/or the SAUSD/CSEA Paraprofessional Career Ladder Committee so we may ensure that you are meeting all of your contractual responsibilities. Failure to continually meet your commitments as laid out in this participation agreement, your participation agreement with OCDE or any other participation agreement you may sign with us, or the agreement between SAUSD and CSEA regarding the program (original and all revisions) may constitute grounds for your removal from the program. Revocation of any of the authorization herein provided is also grounds for removal from the program.
5. To understand that if your GPA drops below the 2.75 for two (2) consecutive grading periods, or for two (2) out of four (4) consecutive grading periods, the Committee may drop you from the program.

6. To provide the committee with an explanation if, at any time, you fail to maintain continuing eligibility requirements for the program.
7. That you will enroll in at least six (6) units per semester (or half-time for institutions not on the semester system) until you earn your credential.
8. To pay for any and all incidental, excess or extra expenses which you incur by participating in this program, which exceed or are not covered by the District's financial obligations as outlined in the project's budget and/or in the Memorandum of Understanding between CSEA and the District which launches the program.
9. To reimburse the District for any and all expenses incurred on your behalf by the District while you were a participant in this program in any of the following events occur:
 - a. You voluntarily leave the program for any reason.
 - b. You involuntarily leave the program for any reason.
 - c. You do not accept a teaching contract if offered to you by the District upon completion of the program.
 - d. You do not work the required number of years for the district after completion of your credential.
 - e. You drop out of any class for which the District has already paid your registration fees or tuition. If this situation occurs, these costs will be deducted from your next reimbursement, or you may be required to directly reimburse the District prior to participating further in the program.
 - f. You voluntarily cease employment with the District prior to completion of the program.
10. To begin repaying the District within three (3) months after you leave the program. A repayment schedule may be negotiated with the District as to time, amount, frequency, etc.; however, in no case shall the time allowed for repayment exceed two (2) years. You agree that unless otherwise agreed to in writing, the amount you owe the District under this section shall become immediately due and payable upon termination of your employment with the District.
11. To maintain service fee status, or membership with CSEA.
12. To maintain good attendance and good evaluations in your paraprofessional position. You understand that if, in the future, you receive a less than "satisfactory" overall evaluation, or your attendance degrades without explanation, the committee may remove you from the program.
13. Upon attaining eligibility, you may wish to participate in your college or university's intern or student teaching program. In order to do so at a location other than SAUSD, you must specifically request permission from the Paraprofessional Career Ladder Committee. In the event that the committee grant's this request, and such a grant requires you to leave your regular position of employment (while doing this college program), you understand and agree that you will not be paid your regular wages by the District while in this non-work or alternative work status, and that you hereby voluntarily and knowingly waive all rights to your regular wages during this time.

14. You understand that any employment offer extended to you as a teacher on an emergency credential, or credential waiver, prior to completion of the PTTP, is conditional employment. You shall remain eligible for employment as a teacher in this capacity only if you are in full compliance with all provisions of this participation agreement and other agreements required of this program. Failure to participate in the required coursework minimums or maintain the required GPA or attend required meetings of the program or fulfill any of the programs other requirements may result in your re-assignment as a paraprofessional in the classification from which you promoted. You further understand that your "Support Years" do not begin until the credential has been earned, and your participation in the PTTP is complete. As a teacher hired in such capacity you will be placed on the teacher salary schedule. Paraprofessional stipends shall cease on the effective date of employment as a teacher. On that date you become a member of the certificated bargaining unit and shall be accorded representation rights and privileges normally accorded teachers that are hired in this capacity.

The District agrees to:

1. Act in good faith in all aspects of this program.
2. Pay State Grant Funds toward your registration, books and fees at the participating college(s) who is/are collaborating in the program. Payment for fees will be made by a pre-arranged billing of the District/OCDE by the college(s).
3. To provide you with the following "holding" period if you desire to temporarily discontinue participation in the program.
 - a. While in your freshman or sophomore year only, you may take a leave from the program not to exceed twelve (12) months.
 - b. While in your junior, senior, or fifth year, you may take a leave from the program for a maximum of two (2) consecutive quarters or one (1) semester only. Request for such leave must be made to the Committee at least two (2) weeks in advance of the holding period, and prior to the commencement of the new semester or quarter, and must be made in writing. You may exercise this "holding" period right only once during the entire program. In other words, you may not take leave under both "a" and "b," you may choose one or the other, but not both.
4. At the completion of your training, offer you a teaching position if there are vacancies for which you are eligible. However, in the unlikely event that the District might not have open teaching positions when you complete the final phase of the program, you would have the following options with the District's approval:
 - a. Continue as a paraprofessional and receive contract offers, even mid-year, as teaching vacancies occur.
 - b. Accept daily guaranteed substitute assignments while waiting for a full time teaching position.

- c. Accept a "teacher on special assignment" position which is a fully contracted position, but without a specific classroom assignment. (An individual in this assignment accepts daily and/or long term substitute positions while earning full contract salary and accompanying benefits.)
 - d. If, after two (2) years, employment can not be secured, the District cannot hold you liable to repay the financial assistance given to you, and you will be released from all obligations so you can seek employment elsewhere.
5. To keep you informed of all changes in the program as they arise. The District also agrees to notify you in a timely manner if discontinuation of the program is under consideration. If the District discontinues the program, the District agrees that you will not be required to repay costs previously incurred by the District while you were actively enrolled in the program.

It is mutually agreed and understood that any and all exceptions to this agreement must be in writing and signed by the District’s administrator for the Paraprofessional Career Ladder Committee. Any disagreements that may arise out of this agreement shall be first referred to the Committee, then to the Superintendent of his/her designee for final resolution.

Signed and dated this _____ day of _____, 20__.

Employee

Social Security Number

Approved for entry into this program: ___Y ___N

Committee Initials: _____

Program Administrator: _____

Distribution: Employee; Committee members; File

Exhibit 2 – Paraprofessional I Job Description

SANTA ANA UNIFIED SCHOOL DISTRICT

PARAPROFESSIONAL I

BASIC FUNCTION:

Under the direct supervision of a classroom teacher and Principal, assist in the instruction of students and perform routine clerical duties.

REPRESENTATIVE DUTIES:

1. Tutor students individually or in small groups, reinforcing or following up on instruction provided by the teacher.
2. Assist in testing and in scoring tests; assist in the evaluation of instruction and of student's progress and problems.
3. Assist teachers in preparation of lesson plans or develop own plans based on teacher direction and explanation of student needs.
4. Prepare materials and equipment and operate instructional equipment.
5. May type or duplicate lessons, texts or other instructional materials.
6. Maintain an inventory of equipment, and records such as attendance, grades and test scores.
7. Focus on developing appropriate literacy skills and teaching strategies and career advancement.
8. May supervise students during lunch time or on the school grounds
9. Monitor student behavior
10. May interpret for non_English_speaking students or parents.
11. Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

ABILITY TO:

Assist with instructional activities in the classroom.
Learn the procedures, functions and limitations of assigned duties.
Understand the needs of students.
Make simple arithmetic calculations.
Understand and follow oral and written directions.

Exhibit 2 – Paraprofessional I Job Description - Continued

Work cooperatively with others.
Communicate effectively with others.
Establish and maintain effective working relationships with others.
Communicate effectively both orally and in writing.
Understand and apply rules, regulations, procedures, and policies.
Understand and follow oral and written directions.
Work cooperatively with others.
Work confidentially with discretion.
Perform simple clerical duties.
Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school supplemented by training and/or working with children in a learning situation; have completed 36 units of accredited college or junior college; and have been a District employee for two years in an Instructional Assistant classification including Bilingual/ Biliterate Spanish/English or Special Education or other related Instructional Assistant classification.

WORKING CONDITIONS:

Classroom and playground environment; subject to bending, lifting and stooping.

Board Approved: September 12, 2000

Exhibit 3 – Paraprofessional II Job Description

SANTA ANA UNIFIED SCHOOL DISTRICT

PARAPROFESSIONAL II

BASIC FUNCTION:

Under the direct supervision of a classroom teacher and Principal, assist in the instruction of students and perform routine clerical duties.

REPRESENTATIVE DUTIES:

1. Tutor students individually or in small groups, reinforcing or following up on instruction provided by the teacher.
2. Assist in testing and in scoring tests; assist in the evaluation of instruction and of student's progress and problems.
3. Assist teachers in preparation of lesson plans or develop own plans based on teacher direction and explanation of student needs.
4. Prepare materials and equipment and operate instructional equipment.
5. May type or duplicate lessons, texts or other instructional materials.
6. Maintain an inventory of equipment, and records such as attendance, grades and test scores.
7. Participate in observing and recording student progress using formal assessments.
8. Provide support for students in reading and math
9. Organize a unit of study delivering a whole class lesson under direction of certificated teacher.
10. May interpret for non_English_speaking students or parents.
11. Attend site-level and district activities on the development of literacy skills and teaching strategies for the English learners.
12. Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

ABILITY TO:

Assist with instructional activities in the classroom.

Learn the procedures, functions and limitations of assigned duties.

Exhibit 3 – Paraprofessional II Job Description - Continued

- Understand the needs of students.
- Make simple arithmetic calculations.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Communicate effectively with others.
- Establish and maintain effective working relationships with others.
- Communicate effectively both orally and in writing.
- Understand and apply rules, regulations, procedures, and policies.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Work confidentially with discretion.
- Perform simple clerical duties.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school supplemented by training and/or working with children in a learning situation; have completed 60 units of accredited college or junior college; and have been a District employee for two years in an Instructional Assistant classification including Bilingual/ Biliterate Spanish/English or Special Education or other related Instructional Assistant classification.

WORKING CONDITIONS:

Classroom and playground environment; subject to bending, lifting and stooping.

Board Approved: September 12, 2000

Exhibit 4 – Paraprofessional III Job Description

SANTA ANA UNIFIED SCHOOL DISTRICT

PARAPROFESSIONAL III

BASIC FUNCTION:

Under the direct supervision of a classroom teacher and Principal, assist in the instruction of students and perform routine clerical duties.

REPRESENTATIVE DUTIES:

1. Tutor students individually or in small groups, reinforcing or following up on instruction provided by the teacher.
2. Assist in testing and in scoring tests; assist in the evaluation of instruction and of student's progress and problems.
3. Assist teachers in preparation of lesson plans or develop own plans based on teacher direction and explanation of student needs.
4. Prepare materials and equipment and operate instructional equipment.
5. May type or duplicate lessons, texts or other instructional materials.
6. Maintain an inventory of equipment, and records such as attendance, grades and test scores.
7. Become familiar with the Santa Ana Unified School District curriculum and content standards.
8. May supervise students during lunch time or on the school grounds
9. Attend training on literacy, career advancement, MSAT/CBEST preparation.
10. Participate in district, site-level, and county-level teacher prep training.
11. May interpret for non_English_speaking students or parents.
12. Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

ABILITY TO:

Assist with instructional activities in the classroom.

Learn the procedures, functions and limitations of assigned duties.

Understand the needs of students.

Exhibit 4 – Paraprofessional III Job Description - Continued

- Make simple arithmetic calculations.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Communicate effectively with others.
- Establish and maintain effective working relationships with others.
- Communicate effectively both orally and in writing.
- Understand and apply rules, regulations, procedures, and policies.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Work confidentially with discretion.
- Perform simple clerical duties.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school supplemented by training and/or working with children in a learning situation; have completed 96 units of accredited college or junior college; and have been a District employee for two years in an Instructional Assistant classification including Bilingual/ Biliterate Spanish/English or Special Education or other related Instructional Assistant classification.

WORKING CONDITIONS:

Classroom and playground environment; subject to bending, lifting and stooping.

Board Approved: September 12, 2000

**Memorandum of Understanding
between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
December 6, 2000**

Subject: Modification to Paraprofessional Career Ladder Program MOU: Compensation

WHEREAS, SAUSD and CSEA entered into an agreement for a Paraprofessional Career Ladder Program containing provisions for stipends, and advancement through the Paraprofessional I, II, III job positions, based upon course credits earned toward the Teaching credential, and

WHEREAS, The Center for Teaching Credentialing (CCT) at California State University at Fullerton (CSUF), as the final LEC for the OCPTTP program, has indicated that these earned credits accrue differently in the various paths a student can take to earning the Teaching credential, and

WHEREAS, The CCT has recommended that the criteria for assigning the job positions be consistently applied, and

WHEREAS, Every student who is a candidate for the credential must earn a Bachelor's degree,

The parties hereby agree:

Section 6 of the Paraprofessional Career Ladder Program agreement shall be changed to the following, and this MOU shall be made an addendum to that agreement as Exhibit 5:

6. Career Ladder and Stipend Arrangement

- a. The job descriptions of Paraprofessional I, Paraprofessional II, and Paraprofessional III shall define the career ladder (see Exhibits 2, 3 and 4).
 - i. These job descriptions shall be used only for those paraprofessionals that are active in the program.
 - ii. The job descriptions reflect higher level duties that are to be added to the paraprofessional's responsibilities. These duties are to replace lower level duties not defined by the program's job description.
 - iii. The job descriptions shall be assigned as follows:
 1. No assignment: Entering Paraprofessionals with less than 36 units. This paraprofessional is assigned duties off their regular job description.
 2. Paraprofessional I: Paraprofessionals enrolled in community college or at CSUF with less than 60 units toward the Bachelor's degree.

3. Paraprofessional II: Paraprofessionals enrolled in upper division classes at CSUF (or other 4 year university that grants the teaching credential with whom SAUSD, or OCDE, has an articulation agreement for this program) who have earned more than 60 units.
4. Paraprofessionals III: Paraprofessionals who have earned their Bachelor's degree and are working on their Credential.
 - a. At this stage in the program, the paraprofessional may be expected to obtain a 30 day substitute credential, and begin substitute teaching.
 - b. This position is to be considered a lead position for the purposes of the Mentor Program below.

b. Compensation

- i. Paraprofessionals in the program shall be paid stipends by the the SAUSD in the amount of \$33.00 per 12 unit increments earned toward the Bachelor's degree, or \$33.00 per 12 unit increment beyond the Bachelor's degree in pursuit of the Teaching credential.
 1. Stipends shall be paid only after the paraprofessional has accrued 36 units toward the Bachelor's degree. (except as otherwise provided under professional growth in the collective bargaining agreement)
- ii. This compensation arrangement is based upon the Professional Growth Program in the SAUSD/CSEA contract 4.6. In all areas where a conflict exists between the contract and this MOU, this MOU shall override.

c. Criteria for Stipends

- i. The paraprofessional must continue in the paraprofessional career ladder program in order to continue receiving stipends.
- ii. The participant must remain employed as a paraprofessional with the District.
- iii. Participant must maintain a GPA of 2.75 on all coursework related to program.
- iv. Should a paraprofessional wish to abandon the career ladder and retain the classification and stipend earned, he/she may send such a request to the District/CSEA Paraprofessional Career Ladder Committee for review on a case by case basis.

d. Completion of the Program

- i. Applicants who successfully complete the program will be hired as full time teachers by the District upon completion of the following:

1. Earn a Bachelor of Science or Bachelor of Arts degree, and
2. Pass the CBEST examination, and
3. Obtain a teaching credential with a CLAD or BCLAD emphasis, or participate in an approved internship program.

**Memorandum of Understanding
Between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
January 8, 2001**

Subject: Modification to Paraprofessional Career Ladder Program, MOU signed August 31, 2000: PTTP participants hired before completion of program on emergency credentials or a credential waiver.

WHEREAS, The Paraprofessional MOU stipulates eligibility for the program is limited to paraprofessionals, and

WHEREAS, The legislation funding the program provides for the participant eligibility through the completion of the credential, including circumstances where they may become teachers on an emergency credential as part of, or outside of, an internship program, and

WHEREAS, PTTP participants are desirable teacher candidates, and many will hired upon an emergency credential or a credential waiver outside of an internship program, and

WHEREAS, such participation has not previously been addressed by the SAUSD and CSEA in creating this program,

The parties hereby agree:

1. The exhibit 6 shall become part of the original agreement,
2. PTTP participants shall be eligible for the employment as teachers on emergency substitute teacher credentials or credential waivers.
3. These participants shall be eligible for employment as teachers only while attending classes in the Teacher credentialing program established in the articulation agreement provided for in the original MOU.
4. Once the PTTP participant becomes a temporary teacher, they will remain eligible to participate in the PTTP as long as they maintain all other eligibility requirements, and fulfill all agreements, set forth in the original participation agreement.
5. Employees who encounter difficulty as teachers, or who default in the PTTP due to course minimum or GPA requirements shall have the right to return to their previous Paraprofessional classification.
6. SAUSD/CSEA Paraprofessional Career Ladder Stipends to the PTTP participant will cease the month proceeding the first month of employment as a temporary teacher.
7. The participant's "Support Years" shall begin upon award of the full credential, once coursework is completed.

8. The participants shall sign attached "Participation Agreement Addendum" (Exhibit 7) prior to employment as teachers. The original "Participation Agreement and Commitment" shall be modified to include these provisions for future entrants.

Paraprofessional Career Ladder Program

Participant Commitment and Agreement Addendum

This agreement is entered into between the Santa Ana Unified School District (hereafter referred to as "The District") and _____ (you, the employee), to amend the Participant Commitment and Agreement, for the purpose of clearly defining both the District's and your responsibilities in relation to your voluntary participation in the District's Paraprofessional Career Ladder Program.

In addition to the provisions of the original agreement, As a participant, you agree:

1. In the event that you are hired as a teacher prior to the completion of the PTTP (on an emergency credential or credential waiver), you will comply with all requirements set forth in the SAUSD/CSEA MOU establishing the program, and your original Participation Agreement.
2. You shall comply with all aspects of the OCPTTP Participation agreement.
3. In the event you do not maintain coursework minimum, GPA requirement, or continued employment as provided for your original Agreement, you shall be in default of the agreements set forth in Paragraph I above. This could result in your no longer being qualified for the emergency credential or credential waiver and could result in your being reassigned to your former paraprofessional classification in the District.
4. You grant permission to the credential program to release any information necessary to the committee that it needs to determine compliance with the participation agreement.
5. As a temporary teacher on the Teacher salary schedule you will not earn stipends as provided for in the original MOU.
6. You understand that your "Support Years" do not begin until the credential is earned and your participation in the PTTP has been completed.
7. As with the original agreement, any changes to this MOU must be in writing and signed by the District's administrator for the Paraprofessional Career Ladder Program, and initialed by the District/CSEA Paraprofessional Career Ladder Committee.
8. Any disagreements that may arise out of this agreement shall be first referred to the Committee, then to the Superintendent or his/her designee for final resolution.

Signed and dated this _____ day of _____, 2000.

Employee

Social Security Number

Approved for hire as a teacher prior to completion of program: ___ Y ___ N

Committee Initials:

Program Administrator: _____

Distribution:

Employee; Committee members; File

**Memorandum of Understanding
between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
June 13, 2001**

Subject: Continuation of the SAUSD/CSEA Paraprofessional Career Ladder Program

WHEREAS, the District and CSEA have created a comprehensive program as a framework for our participation in the Orange County Paraprofessional Teacher Training Program (OCPTTP), and participation in the Orange County Paraprofessional Teacher Training Program (OCPTTP), and

WHEREAS, it is intention of the parties to continue the program as constructed,

The parties hereby agree:

1. This MOU shall become Exhibit 8 of the SAUSD/CSEA Paraprofessional Career Ladder Program agreement, and
2. The Memorandum of Understanding titled Paraprofessional Career Ladder Program, signed August 31, 2000, with Exhibits 1 through 8 shall remain in full force in effect, and shall be added as an addendum to the SAUSD/CSEA collective bargaining agreement, for as long as funding is available through the OCPTTP, and
3. The parties shall reopen negotiations as necessary on this MOU to incorporate any and all changes that are required for the program.

**Memorandum of Understanding
Between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
November 20, 2002**

Subject: Definition of "Paraprofessional" for the purposes of the Orange County Paraprofessional Teacher Training Program (OCPTTP) and the SAUSD/CSEA Paraprofessional Career Ladder Program

WHEREAS, OCDE has issued recent clarification to SAUSD and CSEA that funding for "paraprofessionals" through the OCPTTP includes employees in classification other than those the SAUSD/CSEA Career Ladder Committee has previously accepted. Education code 44392 (c) provides for the following inclusions: educational aide, special education aide, special education assistant, teacher associate, teacher assistant, teacher aide, pupil service aide, library aide, child development aide, child development assistant, physical education aide. And,

WHEREAS, the agreement between SAUSD and CSEA regarding the OCPTTP does not define "paraprofessional," and

WHEREAS, the Paraprofessional I, II, and III overlay job descriptions used in this program requires interpretation in order for them to apply to positions other than classifications currently in the program.

The parties hereby agree:

- The term "Paraprofessional" in the master agreement for the Paraprofessional Career Ladder Program (and in CBA Article 4, as included from negotiations in 2001-2002) as it applies to the OCPTTP shall apply to the following classifications on the SAUSD classified salary schedule:
 - Instructional Aide (all specializations)
 - Teacher Aide-Head Start
 - Library Media Assistant
 - Library Media Technician
 - Science Lab Assistant
 - Job Coach-Special Ed
 - Job Training Asst-Special Ed
 - Athletic Equipment Attendant I

- Athletic Equipment Attendant II
 - Speech/Language pathology Assistant
 - Career/Comm. Education Specialist
 - Artist in the School
 - Occupational Therapist
 - Instructional Computer Specialist
 - After School Instructional Provider
 - Computer Technician
- In the job descriptions for Paraprofessional I, Paraprofessional II, Paraprofessional III, the Basic Function of the position specifies the paraprofessional shall work “under the direct supervision of a Classroom Teacher and Principal.” For the purposes of classifications other than classroom instruction aides, Classroom Teacher and Principal shall be interpreted to include those certificated employees responsible for directing the above classifications in the delivery of instruction to students.

**Memorandum of Understanding between
Santa Ana Unified School District (SAUSD) and
the California School Employees Association and its Santa Chapter 41 (CSEA)
March 18, 2003**

Subject: Inclusion of Project ESCALERA in the SAUSD/CSEA Paraprofessional Career Ladder Program (PCLP).

WHEREAS, SAUSD and CSEA have a mutual interest to expand a comprehensive career ladder program for all qualified paraprofessionals to prepare them for greater classroom responsibilities that will qualify them for employment as fully credentialed teachers, and

WHEREAS, California State University, Long Beach Project ESCALERA will administer the agreements of this project, including the financial responsibilities,

The parties hereby agree:

- To collaborate with SAUSD, CSEA, California State University, Long Beach and Santa Ana College in supporting the accelerated training program for bilingual educators through Project ESCALERA.
- Paraprofessional participants in Project ESCALERA shall be eligible for higher level job duties (Paraprofessional Job Descriptions 1, 2, and 3), and the accelerated stipends retroactive to July 1, 2002.
- Paraprofessional participants (as defined for purposes of the ESCALERA Program) shall be eligible for Paraprofessional Career Ladder Committee support.
- For review of ESCALERA participants, the Paraprofessional Career Ladder Committee shall be expanded to include the ESCALERA Program Administrator Dr. Ron Raya.
- Participants in Project ESCALERA who are not currently Paraprofessionals shall be allowed to voluntarily demote or transfer to a qualifying paraprofessional position to take advantage of PCLP program.
- SAUSD and CSEA shall bring non-paraprofessional ESCALERA participants into the PCLP in those positions where reasonably related higher level duties can be assigned to the employee in a manner that would enhance their growth into a teacher.
- Paraprofessional ESCALERA participants shall sign the Escalera/PCLP Participant Commitment and Agreement (Exhibit 11).

Paraprofessional Career Ladder Program-ESCALERA

Participant Commitment Agreement

This agreement is entered into between the Santa Ana Unified School District (hereafter referred to as "The District") and _____ (you, the employee), for the purpose of clearly defining both the District's and your responsibilities to your voluntary participation in the District's Paraprofessional Career Ladder Program (PCLP).

As a participant, you agree:

1. To act in good faith in all aspects of this agreement.
2. That after earning your bachelor's degree and teaching credential, you shall teach in the District for the payback period you agreed to upon joining the ESCALERA Program.
3. To be assigned higher level duties as prescribed in the positions Paraprofessional I, Paraprofessional II, or Paraprofessional III as additional duties to your regular paraprofessional responsibilities. For these duties you will be paid a stipend as described in the Master Agreement for the Paraprofessional Career Ladder Program between SAUSD and CSEA.
4. That during all of your support years (those years that you are working as a teacher in SAUSD as prescribed in your Escalera Agreement), the District may (place) assign you in any school, subject, grade, or program for which you are properly credentialed. You agree that for the duration of your support years, you will not seek a transfer out of the District's bilingual or special education programs, if applicable.
5. That as a participant, you hereby provide authorization to the school you are attending, to the Project ESCALERA Program Administrator, and to any previous schools you have attended, to provide grade and course completion information to the SAUSD/CSEA career ladder. Should the committee be unable to get your grades or transcripts directly from ESCALERA or your schools, you will provide grades and transcripts to the Paraprofessional Career Ladder Committee.
6. That Failure to continually meet your commitments as laid out in this participation agreement may constitute grounds for your removal from the SAUSD/CSEA Paraprofessional Career Ladder program (PCLP). Revocation of any of the authorizations herein provided is also grounds for removal from the PCLP.
7. To keep the District/CSEA Career Ladder Committee apprised of changes in your work status as it might affect your participation in the PCLP, i.e. changes in job position or location, work year or work day assignment, layoff or by termination from Project ESCALERA.
8. That if you do not receive a grade of "C" or better in each class paid for through Project ESCALERA and maintain a GPA of 2.75 or better, you will not be advanced on the career ladder by the units of that class.

9. To maintain good attendance and good evaluations in your qualified classified position. Promotion or transfer to a position that is not qualified for the program could result in your removal from the PCLP program. Further, you understand that if, in the future, you receive a less than “satisfactory” overall evaluation, of your attendance declines without explanation, the committee may remove you from the PCLP program.
10. If hired as a teacher, I will be placed on the teacher’s salary schedule. Paraprofessional stipends shall cease on the effective date of employment as a teacher. On that date you become a member of the certificated bargaining unit shall be accorded representation rights and privileges normally accorded teachers that are hired in this capacity.

The District agrees to:

1. Act in good faith in all aspects of this program.
2. That in the event you encounter an unavoidable emergency, to provide you with a Leave of Absence from the PCLP, to coincide with a leave from school for up to one semester.
3. That at the completion of your training, offer you a teaching position if there are vacancies for which you are eligible. However, in the unlikely event that the District does not have open teaching positions when you complete the final phase of the program, you would have the following options with the District’s approval:
 - a. Continue in the qualified classified position and receive contract offers, even mid-year, as teaching vacancies occur.
 - b. Accept substitute assignments while waiting for a full time teaching position. (and/or to teach as a substitute teacher during off cycle as a classified employee in paragraph A).
 - c. Accept a “teacher on special assignment” position which is a fully contracted position, but without a specific classroom assignment. (An individual in this assignment accepts daily and/or long term substitute positions while earning full contact salary and accompanying benefits).
4. To keep you informed of all changes in the PCLP program as they arise. The District also agrees to notify you in a timely manner if discontinuation of the PCLP program is under consideration.
5. That if you discontinue your participation in ESCALERA prior to completion, the District shall convert the units earned in the program to the Professional Growth Program as provided in the CSEA contract under Section 4.6.

It is mutually agreed and understood that any and all exceptions to this agreement must be in writing and signed by the District's administrator for the Paraprofessional Career Ladder Program, and initiated by the District/CSEA Paraprofessional Career Ladder Committee. Any disagreements that may arise out of this agreement shall be first referred to the Committee, then to the Superintendent or his/her designee for final resolution.

Signed and dated this _____ day of _____, 2003.

Employee Social Security Number

Approved for entry into this program: ___Y ___N

Committee Initials: _____

Program Administrator: _____

Distribution: Employee; Committee members; File

**Memorandum of Understanding
between Santa Ana Unified School District
CSEA and its Santa Ana Chapter 41
March 28, 2002**

WHEREAS, the nature of Paraprofessional duties in the Adult Transition is to accompany students to their classes at community colleges, and

WHEREAS, these students are disabled and may require more assistance than the assigned paraprofessionals may provide at any time, and

WHEREAS, the District has a need to be in contact with these paraprofessionals at any time about their assignments, and

WHEREAS, the paraprofessionals may need to call for assistance at any time while remaining with the student,

The parties hereby agree:

1. Paraprofessionals in the Adult Transition program will be issued District Cellular phones.
2. The only accessories to be provided with cell phones are those that come with the unit from the manufacturer, i.e. an ac adaptor/battery charger.
3. The District discourages employees from driving a motor vehicle while using a district provided cell phone for reasons of employee safety and District liability.
4. While on duty, cellular phones shall be left on so the paraprofessionals may be contacted.
5. Employees shall not be expected to be reachable by District cell phone while not on duty.
6. If an employee is asked to be available via cell phone during non-working hours, that time shall be considered duty time and shall be compensable at the paraprofessional's regular wages.
7. Paraprofessionals shall return messages received from District management during working hours within a reasonable period of time.
8. Because cellular phones can be unreliable, employees shall not be disciplined or negatively evaluated for not returning a message within a reasonable period of time, or at all, nor shall they be disciplined or negatively evaluated for not being reachable by cellular phone.
9. While Cellular phones are provided for District use only, employees may use these cellular phones for personal critical communications during working hours.
10. All personal cellular phone calls which incur a charge to the District above the cellular phone's plan charges shall be reimbursed by the employee at the phone's normal plan rate.

- a. To receive reimbursement, the District shall present the bill to the employee when received and request an itemization of the personal calls made. The bill shall indicate the per minute charge which the employee shall use for reimbursement. The employee shall reimburse the charges for personal calls only.
 - b. Free Mobile to Mobile calls, or any calls that are free as part of the cellular phone service plan, that incur no additional charge to the district, shall not be chargeable to the employee.
11. The District shall maintain phones in good operating order. Should a phone malfunction, the unit will be replaced.
12. Cellular Phones shall continue to be utilized as long as the adult transition program requires paraprofessionals to be mobile, and out of immediate ongoing contact, with District administration.
13. This agreement shall become part of the classified agreement and shall be enforceable through the grievance procedure.

**Santa Ana Unified School District
Administrative Complaint
Harassment /Sexual Harassment/Hostile Work Environment
Confidential**

Date: _____

To: _____

From: _____

Classification: _____

Work Site: _____

Work phone: _____

Home Address: _____

Home phone: _____

Re: AR 4031(a) complaint

Site: _____

Issue: _____

Perpetrator: _____

Complainant: _____

This complaint is made pursuant to AR 4031(a) of the SAUSD Board of Education administrative Regulations.

Background (list information that provides important background to understand the significance of the occurrence)

Occurrence: (What exactly happened? To whom did it happen? When? Where? Who witnessed it? If complaint is verbal, indicate what was said in quotes. If more than one occurrence, use separate sheets and list separately.

Information Exhibit A- SAUSD Complaint Procedure Form

(Occurrence continued)

Personal Reactions or Conclusion (how did the occurrence impact you, and how has it changed the working environment, or your ability to work in it?)

Remedy Requested (what would you like the district to do to resolve the issue?)

Respectfully Submitted,

Signed date

INFORMATION EXHIBIT B–District Drug and Alcohol Testing Program for Commercial Drivers (Limited Distribution)

Section I- INTRODUCTION

- A. Santa Ana Unified School District has a long standing commitment to maintain the highest standards for the driver safety and health. The use of drugs and/or misuse of alcohol is contrary to these high standards.
- B. The District drug and alcohol testing program (to collectively include Board Policy 4006, Administrative Regulation 4006, and the District DOT Drug/Alcohol and testing Program Manual) is intended to bring the District into compliance with federal law, and meets the requirements of the Department of Transportation(DOT), Federal Highway Administration (FHWA), Controlled Substances and Alcohol Use and Testing Rule, Code of Federal Regulations(CFR), Title 49 Part 382.
- C. The purpose of the drug and alcohol testing program is to reduce accidents that result from the use of drugs and misuse of alcohol, thereby reducing fatalities, injuries, and property damage.
- D. Implementation of the drug and alcohol testing program is effective on January 1, 1996.

Section II- RESPONSIBILITIES

- A. District Drug and Alcohol Program Coordinator: Appendix A contains the name and address, and phone number of the individual responsible for questions related to the program or implementation of the program.
- B. Supervisors: Supervisors are responsible for observing the performance and behavior of drivers and observation /documentation of events suggestive of behavior that is prohibited by this program (i.e., drug use and/or alcohol misuse). It is the supervisor’s responsibility to determine when testing for drugs and/or alcohol is necessary, based on reasonable cause.
- C. Drivers: Each driver has the responsibilities to be knowledgeable of the requirements of the District’s drug and alcohol testing program and to comply fully with the provisions of the program.

SECTION III- DEFINITIONS

For the purposes of the District’s and alcohol testing program the following definitions apply:

- A. Accident (as defined by the Federal Motor Carrier Regulation 390.5) – means an occurrence involving a commercial motor vehicle operating on a public road which results in:
 - 1. A fatality:
 - 2. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - 3. One or more vehicles incurring disabling damage as a result of the accident requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

- B. Commercial Driver's License (CDL) - means a license issued by a State or other jurisdiction, in accordance with the standards contained in the FHWA regulations, 49 CFR Part 383, to an individual which authorizes the individual to operate a class of commercial motor vehicles.
- C. Commercial Motor Vehicle (CMV) – means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
1. Has a gross combination weight rating of 26, 001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 3. Is designed to transport 16 or more passengers, include the driver; or
 4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F)
- D. Consortium - means an entity, including a group or association of employees or contractors, that provides drug or alcohol testing required by the FHWA regulations, and acts on behalf of the employers.
- E. Driver - Any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; substitute, casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes non-employees training on District vehicles to become licensed school bus operators and persons applying to an employer to drive a commercial motor vehicle.
- F. Fail a Drug Test or Test Positive - The Confirmation test result shows positive evidence of the presence under DOT procedures of a prohibited drug in the driver's or applicant's system.
- G. Pass a Drug Test or Test Negative - Initial testing or confirmation testing under procedures of a prohibited drug in the driver's applicant's system.
- H. Pass an Alcohol Test or Test Negative - The driver's alcohol level is 0.019 or less
- I. Performing (a safety –sensitive function) - means a driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety sensitive functions.
- J. Prohibited Drug - marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.

- K. Refusal to Submit (to a drug or alcohol test) – means that a driver (1) fails to provide adequate urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with these regulations, (2) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with these regulations, (3) engages in conduct that clearly obstructs the testing process, or(4) does not proceed immediately to the collection site and submit to a drug or alcohol test. A refusal to submit is prohibited conduct and subject to the same penalties as a positive test result.
- L. Safety-Sensitive Function (Covered Function) – means driving, inspecting, or repairing a commercial motor vehicle, and any of those on-duty functions as described in 49 CFR part 395.2 On duty-time. On duty time commences at the time a driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all the responsibility for performing work.
- M. SAMHSA - Substance Abuse and Mental Health Services Administration (formerly National Institute on Drug Abuse), was established by the Department of Health and Human Services (DHHS) in 1986 to regulate laboratories performing analytical tests (drug tests) on human body fluids for employment purposes in the public sector.
- N. Substance Abuse Professional - means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

SECTION IV- WHO IS COVERED BY THE FEDERAL REGULATION

The federal regulation applies to every person who operates a commercial motor vehicle in interstate or intrastate commerce, and is subject to the commercial driver's license requirements. (Commercial Motor Vehicle and Commercial Driver's License definitions are located in Section III.)

SECTION V- NOTIFICATION TO DRIVER

Prior to performing a drug or alcohol test under this program:

- A. The District must notify the driver(s) that the drug or alcohol is required.
- B. The District shall post the policy in a prominent location that is readily accessible to all covered drivers.
- C. All covered drivers will be provided with a complete copy of Board Policy 4006, Administrative Regulation 4006, the District DOT Drug/Alcohol Testing Program Manual, and the Employee Handbook-Drug and Alcohol Program.
- D. Each driver will be required to sign a Certificate of Receipt certifying that he/she has received a copy of the documents noted in #C above.

SECTION VI- TESTING PROCEURES

A. Specimen Collection Requirements for Drug and alcohol Testing

1. All specimen collections for drugs and alcohol shall be performed according to specific guidelines as designated in 49 CFR, part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. A urine Specimen will be collected to test drugs and a breath sample will be collected to test for alcohol.
2. Alcohol tests will be administered using an Evidential Breath Testing Device (EBT) that is on the Conforming Products List published by the National Highway Traffic Safety Administration (NHTSA). The tests will be performed by a certified Breath Alcohol Technician (BAT).

B. Substances for which Testing Must be Conducted

The District will test for evidence of the following substances:

- Alcohol
- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine (PCP)

C. Drug Testing Laboratory

1. The District shall use a drug testing laboratory certificated under DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; 53 FR 11970, April 11, 1988, and subsequent amendments.
2. The laboratory shall provide services in accordance with Part 40 and Part 382. The name and address of each SAMHSA laboratory used by the District is contained in Appendix A.

D. Time Period Testing is Conducted

A driver may be sent to be tested for drugs at any time during the driver's shift. Testing for alcohol must take place just before, during, or just after performing a safety –sensitive or covered function. A driver is considered to be performing, ready to perform, or immediately available to perform any safety- sensitive functions.

SECTION VII- TYPES OF TESTS REQUIRED

A. Pre- Employment Testing

A pre-employment drug and alcohol test must be conducted before the first time a driver performs a safety-sensitive function. A driver must also take a pre-employment drug and alcohol test when he/she transfers to a safety-sensitive position. This is also applies to a driver returning from a leave of absence for more than 30 days due to illness, lay-off, injury, etc., who has not participated in the drug and alcohol testing program and therefore has not been subject to the random selection process. A negative test result is required prior to performing safety–sensitive functions.

1. Exception to Pre-Employment Drug Testing

A driver may not be required to take a pre-employment drug test if the District verifies the following:

- a. The driver has participated in a drug testing program that meets the requirements of this program within the previous 30 days; and
- b. While participating in this program, was tested for drugs within the past six months or participated in a random program for the past 12 months; and
- c. The District verifies with the driver's previous employers that within the past six months the driver has not violated any part of this program, nor has he/she violated the rules of other DOT agencies.

2. Exception to Pre-Employment Alcohol Testing

A driver may not be required to take a pre-employment alcohol test if the District verifies the following:

- a. The driver has taken and passed an alcohol test within the past six months; and
- b. The District verifies with the driver's previous employers that within the past six months the driver has not violated any part of this program, nor has he/she violated the rules of other DOT agencies.

B. Post –Accident Testing

1. Following an accident (as defined by the Federal Motor Carrier Regulations 390.5- See Section III) involving a Commercial Motor Vehicle, a post- accident drug and alcohol test will be administered to each driver who:
 - a. was performing a safety –sensitive function with respect to the vehicle, if the accident involved the loss of human life; or, when one or more vehicles incur disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle; or
 - b. receives a citation under State or local law for moving traffic violation arising from an accident.
2. Drug Test- The driver must be tested for drugs as soon as possible but no later than 32 hours after the accident. If a driver is not tested for drugs within 32 hours after an accident, the District shall maintain a record stating the reasons why the test was not administered.
3. Alcohol Test- The driver must be tested for alcohol as soon as possible but no later than 8 hours after the accident. If a driver is not tested for alcohol within 2 hours after an accident, the District shall maintain a record stating the reasons why the test was not administered.
4. The District will provide the driver with information on how to comply with post accident procedures prior to operating a commercial motor vehicle.

5. Post-accident breath, urine or blood tests completed by local, state, or federal officials may fulfill the requirements of this program, if the District receives a copy of the test findings.
6. A driver who is subject to post accident testing must remain readily available for such testing or may be deemed by the District as refusing to submit to testing. However, this requirement should not delay necessary medical attention for injured people following an accident for the period necessary to obtain in responding to the accident.

C. Random Testing

1. Regulations require that safety-sensitive drivers shall be subject to drug and alcohol testing on an unannounced and random basis. The District shall conduct a number of drug tests equal to at least 50 percent of all covered drivers and alcohol tests equal to at least 25 percent of all covered drivers each calendar year, spread reasonably over a 12- month period. The selection of drivers to be tested shall be made scientifically valid method, such as a computer-generated random selection, and each driver shall have an equal chance of being tested each time the selection is made.
2. Once the driver has been notified that he/she has been selected for testing, he/she must be available for testing immediately.
3. Alcohol tests will be performed just before, during, or just after performing a safety-sensitive function.

D. Reasonable Suspicion Testing

Reasonable suspicion testing of a driver is required when there is reasonable suspicion to believe that the driver has violated the prohibitions of this program (as described in Section VII). A Supervisor or District official, who is trained in detection of the possible symptoms of drug use and/or alcohol abuse, shall make the decision to test the driver.

1. Drugs

- a. The determination that reasonable suspicion exists will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indication of the chronic and withdrawal effects of drugs.
- b. The driver may be asked to submit to a reasonable cause drug test at any time during the work period.
- c. A driver will not be permitted to return to duty to perform any safety sensitive function until the result of the test is known and the test is negative.

2. Alcohol

- a. The determination that reasonable suspicion exists will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

- b. Alcohol tests for reasonable suspicion must be requested just before, during, or just after the driver performs a safety-sensitive function.
- c. The supervisor who makes the determination to test the driver may not administer the alcohol test.
- d. The driver will not be permitted to return to duty to perform safety sensitive functions until:
 - 1) An alcohol test is administered with a result of 0.019 or less, or
 - 2) Twenty-four hours have elapsed from the time the determination of reasonable suspicion was made.

3. Supervisor Training

Supervisory personnel responsible for those drivers covered under Part 382 will receive training under the drug and alcohol testing program. The training shall cover the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use and alcohol use, respectively. This training shall be for supervisors who may determine a driver must be tested for reasonable suspicion.

E. Return-to-Duty Testing

Each driver who has violated the prohibited conduct standards related to drugs and/or alcohol shall be tested for drugs and/or alcohol, respectively, before returning to his/her safety-sensitive function. The test results must indicate a verified negative result for drugs and/or an alcohol concentration of 0.019 or less.

F. Follow-up Testing

A driver who returns to duty shall be subject to unannounced follow-up drug and/or alcohol testing. At least six tests must be conducted in the first twelve months after the driver returns to duty. The District may extend the follow-up testing for up to 60 months after the driver returns to duty. The Substance Abuse Professional will determine if both a drug and alcohol test are required prior to returning to duty.

SECTION VIII-PROHIBITED CONDUCT

A. Refusal to Submit to a Drug or Alcohol Test

No driver shall refuse to submit to any of the required drug and/or alcohol test, including post-accident, random, reasonable suspicion, or follow-up tests. Failure to report immediately to the collection site shall constitute a refusal to submit.

B. Prohibited Conduct Related to Drugs

1. No driver shall report for duty or remain on duty performing a safety-sensitive function when the driver uses a drug, except when the substance is prescribed by a physician and the physician informs the driver that the substances does not adversely affect the driver's ability to perform the safety-sensitive function.
2. Any District driver who is taking any therapeutic or other drug which may impair his/her ability to perform safety-sensitive functions must immediately report such use and remove themselves from such duty unless authorized by a MRO acceptable to the District.
3. No driver shall report for duty, remain on duty, or perform a safety-sensitive function after testing positive for a drug.

C. Prohibited Conduct Related to Alcohol

1. No driver shall report to duty or remain on duty requiring the performance of a safety-sensitive function with a breath alcohol concentration level of 0.04 or greater.
2. No driver shall be permitted to have more than one occurrence of a breath alcohol concentration level of 0.02 to 0.039.
3. No driver shall use alcohol while performing a safety-sensitive function.
4. No driver shall possess alcohol while on duty or operating a commercial motor vehicle.
5. No driver shall perform a safety-sensitive function within 4 hours after using alcohol.
6. No driver shall use the alcohol within 8 hours after an accident, or until an alcohol test has been completed, whichever comes first.

SECTION IX- CONSEQUENCES FOR PROHIBITED CONDUCT

- A. A driver who engages in a prohibited conduct as detailed in Section VIII of this program shall be removed from performing safety-sensitive functions.
- B. A driver will not be hired if he/she refuses to submit to pre-employment drug or a alcohol test.
- C. A driver must be removed from a safety sensitive function if he/she refuses to submit to a post-accident, reasonable cause, random, or follow-up drug and/or alcohol test.
- D. A positive alcohol breath test of 0.02 to 0.039 will result in the removal of the driver from the safety-sensitive function for twenty-four hours. More than one occurrence of a positive breath alcohol test of 0.02 to 0.039 shall result in referral to a Substance Abuse Professional (SAP) for further evaluation as indicated in Section X- B, C, and D.
- E. A positive alcohol breath test of 0.04 or greater will result in the removal of the driver from the safety-sensitive function until that employee has been retested and found to have an alcohol concentration level of 0.019 or less, and has been cleared to return to work by a licensed Substance Abuse Professional acceptable to the District.

- F. Drivers who violate any portion of this program shall be submitted to disciplinary action, up to and including dismissal. Disciplinary action shall be in accordance with applicable federal/state statutes, employer-employee agreements, and Administrative Regulation 4006. Drivers testing positive for drugs shall be dismissed.

SECTION X- REFERRAL, EVALUATION, AND TREATMENT

- A. Drivers who voluntarily seek assistance to resolve a problem or perceived problem related to drug use and/or alcohol misuse through the District Drug and Alcohol Testing Program Coordinator prior to being detected by testing may be allowed one opportunity to rehabilitate under the direct supervision of a Substance Abuse Professional (SAP) as described in B, C, and D of this section.
- B. Drivers who engaged in conduct prohibited by this program will be:
 - 1. Provided information on resources for evaluating and resolving problems associated with drug use and alcohol intake.
 - 2. Evaluated by a Substance Abuse Professional (SAP) who will recommend assistance, if necessary, for the driver to resolve problems associated with drug use and alcohol misuse.
- C. Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this program, he/she must:
 - 1. Follow the rehabilitation program prescribed by the Substance Abuse Professional (SAP); and
 - 2. Pass a "return-to-duty" drug and/or alcohol tests following the driver's return to duty.
 - 3. Submit to unannounced follow-up and/or alcohol tests following the driver's return to duty.
- D. Treatment cost will be borne by the driver.

SECTION XI- MEDICAL REVIEW OFFICER

- A. The MRO shall be a licensed physician with knowledge of substance abuse disorders. The function of the MRO is to review all negative and positive drug tests results. The MRO interviews drivers who test positive before results are transmitted to the District. A positive test result does not automatically identify a driver/applicant as having used drugs in violation of a DOT regulation. An individual with a detailed knowledge of possible alternate medical explanations is essential to the reviews of results.
- B. The role of the MRO is to review and interpret confirmed positive test results obtained through the District testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual and review of the individual's medical history, or review of any relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

- C. The District has contracted with an MRO for the drug testing program in accordance with the requirements of Parts 40.33 and 382. A listing of the District's MRO which includes name, and address, is contained in Appendix A.

SECTION XII- CONFIDENTIALITY

A. Release of Driver's Test Results

1. All records regarding the driver's drug and alcohol test results are available to the driver at any time upon request. A driver may also, upon written request, have records released to subsequent employers or other individuals identified by the driver.
2. Information regarding the driver's test results will not be released, except to the District, without the driver's written consent except as noted below:
 - a. Access to records shall be permitted to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
 - b. When required as part of an accident investigation, records regarding the District administration of post-accident drug and alcohol tests shall be made available to the National Transportation Safety Board.
 - c. The District may disclose records maintained as a part of this program pertaining to a driver, and arising from the results of a drug and alcohol testing program, or from the District's determination that the driver engaged in prohibited conduct (including, but not limited to, a workers compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver).

B. Previous Employers Test Results

1. The District may obtain, with the driver's written consent, any records relating to this drug and alcohol testing program from the previous employer.
2. The District must obtain all positive test results for drug and alcohol and records of refusal to test within the preceding two years. These records shall be obtained, with the driver's consent, from the driver's previous employer.
3. These records must be obtained and reviewed no later than 14 calendar days after the first time the driver performs a safety-sensitive function. If the records have not been within fourteen days, the driver will not be permitted to continue to perform a safety-sensitive function.
4. The District may not use a driver to perform safety-sensitive functions if the employer obtains information on the driver's alcohol test with a concentration of 0.04 or greater, a verified positive drug test result, or refusal to be tested by the driver, without obtaining information on a subsequent substance abuse professional evaluation and/or compliance with the return-to-duty testing of this program.

SECTION XIII- SUBSTANCE ABUSE PROFESSIONAL

- A. The Substance Abuse Professional (SAP) evaluates drivers having engaged in prohibited conduct, as defined in Section VIII to determine what assistance, if any, the employee needs in resolving problems associated with drug use and/or alcohol misuse.
- B. The SAP determines that the driver has properly followed any rehabilitation program prescribed for the employee.
- C. The SAP directs the number, frequency, and type of unannounced follow-up testing required on the driver. The SAP may terminate follow-up testing after the minimum time required by the regulation (six tests in 12 months) if he/she determines that such testing is no longer required.
- D. The SAP provides information to the drivers regarding the following issues:
 - 1. Effects of drug/alcohol use on an individual's health, work, and personal life;
 - 2. Signs and symptoms of an alcohol or drug problem;
 - 3. Methods of intervening when an alcohol or drug problem is suspected;
 - 4. Counseling and treatment programs available for drugs and alcohol.
- E. A list of Substance Abuse Professionals recognized by the District is available to employees, as needed.

MEDICAL HMO PLANS

Medical coverage provides you with benefits that help keep you healthy like preventative care screenings and access to urgent care. It also provides important financial protection if you have a serious medical condition.

	Blue Shield Trio ACO HMO	Blue Shield Access+ HMO	Kaiser Permanente HMO
	In-Network	In-Network	In-Network
Annual Deductible	None	None	None
Annual Out-of-Pocket Max	\$1,000 individual \$2,000 two persons \$3,000 family	\$1,000 individual \$2,000 two persons \$3,000 family	\$1,500 individual \$3,000 family
Lifetime Max	Unlimited	Unlimited	Unlimited
Office Visit			
Primary Provider	\$20 copay	\$20 copay	\$20 copay
Specialist	\$20 copay <i>(PCP referred)</i> \$30 copay <i>(self-referred office visits and consultations within member's Trio ACO provider group)</i>	\$20 copay <i>(PCP referred)</i> \$30 copay <i>(self-referred office visits and consultations within member's Access+ provider group)</i>	\$20 copay
Preventive Services	Plan pays 100%	Plan pays 100%	Plan pays 100%
Chiropractic Care	\$10 <i>(up to 30 visits per year)</i>	\$10 <i>(up to 30 visits per year)</i>	Not Covered
Lab and X-ray	Plan pays 100%	Plan pays 100%	Plan pays 100%
Inpatient Hospitalization	\$250 copay per admission	\$250 copay per admission	\$250 copay per admission
Outpatient Surgery	Plan pays 100%	Plan pays 100%	\$20 copay
Urgent Care	\$20 copay	\$20 copay	\$20 copay
Emergency Room	\$100 copay <i>(copay waived if admitted)</i>	\$100 copay <i>(copay waived if admitted)</i>	\$100 copay <i>(copay waived if admitted)</i>

MEDICAL PPO PLAN

Blue Shield Spectrum PPO		
	In-Network	Out-of-Network
Annual Deductible	\$300 individual \$600 family	\$600 individual \$1,200 family
Annual Out-of-Pocket Max	\$1,300 individual \$2,600 family	\$2,600 individual \$5,200 family
Lifetime Max	Unlimited	Unlimited
Office Visit		
Primary Provider	\$20 copay	Plan pays 70% after deductible
Specialist	\$20 copay	Plan pays 70% after deductible
Preventive Services	Plan pays 100%	Plan pays 70% after deductible
Chiropractic Care	Plan pays 80% after deductible <i>(up to 50 visits per year)</i>	Plan pays 70% after deductible <i>(up to 50 visits per year)</i>
Lab and X-ray	Plan pays 80% after deductible	Plan pays 70% after deductible
Inpatient Hospitalization	Plan pays 90% after deductible	Plan pays 70% after deductible <i>(up to \$1,500 per day)</i>
Outpatient Surgery	Plan pays 90% after deductible	Plan pays 70% after deductible <i>(up to \$1,500 per day)</i>
Urgent Care	\$20 copay	Plan pays 70% after deductible
Emergency Room	\$100 copay + 10% <i>(copay waived if admitted)</i>	\$100 copay + 10% <i>(copay waived if admitted)</i>

HEAL™

The Doctor Will See You Now...Wherever You Are

Blue Shield offers its PPO members a new service that lets you see a doctor at a time and place that is best for you...your home, office, or hotel, giving you the freedom from the time, cost and stress of traveling to an appointment. On demand visits are available for Blue Shield PPO members in Los Angeles, Orange County, San Francisco, Oakland, Berkeley, San Diego and the Peninsula to San Jose.

Convenience at the price of a copay – The cost to see a doctor is the same as your plan’s copay, and it is never more expensive than an office visit. Heal tells you how much a doctor visit will cost before you book your appointment – no surprises. Services include:

- Primary care
- Urgent care
- Preventive care
- Annual physicals
- Point-of-care testing for:
 - Blood
 - Strep urine
 - Etc.
- Flu shots
- Screenings

Heal doctors are available 8 a.m. to 8 p.m. daily.

To schedule, call Heal at 1 (844) 644-4325, go to <https://getheal.com>, or download the Heal app to your iPhone® or Android™ smartphone.

DENTAL PPO PLANS

Regular visits to your dentists can protect more than your smile; they can help protect your health. Studies have linked gum disease to damage elsewhere in the body and dentists are able to screen for oral symptoms of many other diseases including cancer, diabetes and heart disease. Santa Ana Unified School District gives you a choice of three dental plans.

When you enroll in one of the Delta Dental PPO Plans you have the choice of visiting any dentist you chose, including in-network Delta Dental Preferred Providers, non-network Delta Dental Premier Providers and out-of-network providers. Members receive the highest level of benefits when they visit a Delta Dental Preferred Provider. Contact Delta Dental to find a Delta Dental Preferred Provider or to see if your dentist is a Delta Dental Preferred Provider or a Delta Dental Premier Provider at 1 (866) 499-3001.

	Delta Dental Incentive DPPO*		Delta Dental Network DPPO*	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible	None	\$25 individual \$75 family <i>(waived for diagnostic and preventive services)</i>	None	None
Annual Plan Maximum	\$2,000 per person	\$1,500 per person	\$2,000 per person	\$1,200 per person
Waiting Period	None	None	None	None
Diagnostic and Preventive	Plan pays 70-100%	Plan pays 70-100%	Plan pays 100%	Plan pays 50%
Basic Services				
Fillings	Plan pays 70-100%	Plan pays 70-100% <i>(after deductible)</i>	Plan pays 100%	Plan pays 50%
Root Canals	Plan pays 70-100%	Plan pays 70-100% <i>(after deductible)</i>	Plan pays 100%	Plan pays 50%
Periodontics	Plan pays 70-100%	Plan pays 70-100% <i>(after deductible)</i>	Plan pays 100%	Plan pays 50%
Major Services	Plan pays 70-100%	Plan pays 70-100% <i>(after deductible)</i>	Plan pays 100%	Plan pays 50%
Prosthodontics	Plan pays 50%	Plan pays 50% <i>(after deductible)</i>	Plan pays 50%	Plan pays 50%
Orthodontia Services				
Orthodontia	Plan pays 50%	Plan pays 50%	Plan pays 50%	Plan Pays 50%
Lifetime Maximum	\$500	\$500	\$1,000	\$1,000
Children	Covered	Covered	Covered	Covered
Adults	Covered	Covered	Covered	Covered

*The Incentive Plan pays 70% for diagnostics, preventive, basic and major services for the first year. This percentage increases by 10% each year to a max of 100%, as long as the enrollee visits the dentist at least once during the calendar year. If the enrollee does not use the plan at least once during the calendar year, the percentage remains at the level attained the previous year.



DENTAL HMO PLAN

Our third dental plan is a Dental HMO plan offered through Delta Dental of California. The plan offers the convenience of scheduled copays for specific procedures, and there are no deductibles or annual maximums. When you enroll in the Dental HMO plan, you must select a primary care dentist (PCD) from the DeltaCare USA DHMO network for yourself and any eligible dependents. To receive care, you must see your PCD who will take care of your dental care needs. If you require treatment from a specialist, your PCD will refer you to another dentist in the DeltaCare USA DHMO network.

DeltaCare USA DHMO	
In-Network	
Calendar Year Deductible	None
Annual Plan Maximum	Unlimited
Waiting Period	None
Diagnostic and Preventive	\$0 - \$45 copay then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Basic Services	
Fillings	\$0 - \$75 copay then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Root Canals	\$0 - \$220 copay then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Periodontics	\$0 - \$195 copay then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Major Services	\$0 - \$195 copay then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Orthodontic Services	
Orthodontia	Copay for 24 months of comprehensive treatment then plan pays 100% <i>(copay varies by services, see contract for fee schedule)</i>
Lifetime Maximum	Unlimited
Dependent Children	\$1,700
Full-time students	\$1,900



VISION

Routine vision exams are important, not only for correcting vision but because they can detect other serious health conditions.

All Santa Ana Unified School District employees and family members enrolled in Blue Shield or Kaiser medical plans will receive vision benefits from VSP.



VSP Vision Benefits

	VSP Vision	
	In-Network	Out-of-Network
Examination Benefit Frequency	\$15 copay then plan pays 100% Once every 12-months	Plan pays up to \$45 Once every 12-months
Eyeglass Lenses Single Vision Lens Bifocal Lens Trifocal Lens Frequency	Plan pays 100% of basic lens Plan pays 100% of basic lens Plan pays 100% of basic lens Once every 12-months	Plan pays up to \$30 Plan pays up to \$50 Plan pays up to \$65 Once every 12-months
Frames Benefit Frequency	Plan pays up to \$130 allowance on select frames Plan pays up to \$150 allowance on featured frames (20% discount off amount over your allowance) Once every 24-months	Plan pays up to \$70 Once every 24-months
Contact (Elective) Benefit Frequency	Plan pays up to \$130 for contacts lenses (up to \$60 copay for fitting & evaluation) Once every 12-months	Plan pays up to \$105 Once every 12 months

PRESCRIPTION DRUGS WITH HMO PLANS

Prescription drug coverage provides a benefit that is important to your overall health, whether you need a prescription for a short-term health issue like bronchitis or an ongoing condition like high blood pressure.

If you enroll in medical coverage, you will receive coverage for prescription drugs. Here are the prescription drug plans that are offered with our HMO plans.

	Blue Shield Trio ACO HMO	Blue Shield Access+ HMO	Kaiser Permanente HMO
	Express Scripts*	Express Scripts*	Kaiser Pharmacy
Prescription Drug Deductible	\$150 individual deductible for Brand Name prescriptions	\$150 individual deductible for Brand Name prescriptions	None
Annual Out-of-Pocket Limit	\$5,600 individual \$10,200 family	\$5,600 individual \$10,200 family	Combined with medical
Pharmacy			
Generic	\$15 copay	\$15 copay	\$10 copay
Preferred Brand	\$30 copay <i>(after Brand Name prescription drug deductible)</i>	\$30 copay <i>(after Brand Name prescription drug deductible)</i>	\$20 copay
Non-Preferred Brand	\$50 copay <i>(after Brand Name prescription drug deductible)</i>	\$50 copay <i>(after Brand Name prescription drug deductible)</i>	N/A
Supply Limit	30 days	30 days	Up to 30 days
Mail Order			
Generic	\$30 copay	\$30 copay	\$20 copay
Preferred Brand	\$60 copay <i>(after Brand Name prescription drug deductible)</i>	\$60 copay <i>(after Brand Name prescription drug deductible)</i>	\$40 copay
Non-Preferred Brand	\$100 copay <i>(after Brand Name prescription drug deductible)</i>	\$100 copay <i>(after Brand Name prescription drug deductible)</i>	N/A
Supply Limit	90 days	90 days	100 days

*Express Scripts Advantage Plus Advanced Utilization Management Program: This Program utilizes strategies to help manage the high-cost and high-utilization of specialty and non-specialty medications. Employees may be required to participate in the following programs when filling their prescriptions:

- **Prior Authorization** – required for most specialty drugs
- **Step Therapy** – for most non-specialty drugs, including therapies for diabetes, high blood pressure, depression and ulcers
- **Drug Quantity Management** – for medications prescribed “as needed” for which the days of supply cannot be inferred from the prescription (migraine medication, inhalers, creams, ointments)

PRESCRIPTION DRUGS WITH PPO PLAN

Here is the prescription drug plan that is offered with our Blue Shield PPO plan.

Blue Shield Spectrum PPO		
	In-Network <i>Express Scripts*</i>	Out-of-Network <i>Express Scripts</i>
Prescription Drug Deductible	\$150 individual deductible for Brand Name prescriptions	\$150 individual deductible for Brand Name prescriptions
Annual Out-of-Pocket Limit	\$5,300 individual \$10,600 family	\$4,000 individual \$8,000 family
Pharmacy		
Generic	\$15 copay	\$15 copay then plan pays 75%
Preferred Brand	\$30 copay after Brand Name prescription drug deductible then plan pays 100%	\$30 copay after Brand Name prescription drug deductible then plan pays 75%
Non-Preferred Brand	\$50 copay after Brand Name prescription drug deductible then plan pays 100%	\$50 copay after Brand Name prescription drug deductible then plan pays 75%
Supply Limit	30 days	30 days
Mail Order		
Generic	\$30 copay	Not Covered
Preferred Brand	\$60 copay after Brand Name prescription drug deductible then plan pays 100%	Not Covered
Non-Preferred Brand	\$100 copay after Brand Name prescription drug deductible then plan pays 100%	Not Covered
Supply Limit	90 days	Not Applicable

*Express Scripts Advantage Plus Advanced Utilization Management Program: This Program utilizes strategies to help manage the high-cost and high-utilization of specialty and non-specialty medications. Employees may be required to participate in the following programs when filling their prescriptions:

- **Prior Authorization** – required for most specialty drugs
- **Step Therapy** – for most non-specialty drugs, including therapies for diabetes, high blood pressure, depression and ulcers
- **Drug Quantity Management** – for medications prescribed “as needed” for which the days of supply cannot be inferred from the prescription (migraine medication, inhalers, creams, ointments)



APPENDIX A
DRUG AND ALCOHOL TESTING PROGRAM
PERSONNEL AND SERVICES

1. DISTRICT DRUG AND ALCOHOL TESTING PROGRAM COORDINATOR

Associate Superintendent, Human Resources
1601 E. Chestnut Avenue
Santa Ana, Ca 92701
(714) 558-5860

2. MEDICAL REVIEW OFFICER (MRO)

Executive Director of Risk Management
1601 E. Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5875

3. SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES

U.S. Healthworks
1530 E. Edinger Avenue
Santa Ana, CA 92705

4. COLLECTION SITE

U.S. Healthworks
1530 E. Edinger Avenue
Santa Ana, CA 92705
Hours of Operation:
Open Daily 8am – 11pm

5. SUBSTANCE ABUSE PROFESSIONAL (SAP)

Contact the District Drug and Alcohol Testing Program Coordinator for a listing of Substance Abuse Professionals acceptable to the District.

APPENDIX B
EMPLOYEE CLASSIFICATIONS SUBJECT TO
DRUG AND ALCOHOL TESTING

Grounds Equipment Operator
Maintenance Worker II
Vehicle Mechanic II

APPENDIX C

CERTIFICATE OF RECEIPT

DRUG AND ALCOHOL TESTING PROGRAM

I, _____, have been given a copy of the following
(EMPLOYEE PRINTED NAME)

- 1) Santa Ana Unified School District's Drug and Alcohol Testing Policy
(Board Policy 4006)
- 2) Administrative Regulation (4006)
- 3) Santa Ana Unified School District's DOT Drug/ Alcohol Testing Program Manual
- 4) Employee Handbook- Drug and Alcohol Program

I understand that if I violate the prohibited conduct rules of this program, I will be removed from my safety - sensitive position and not be allowed to return to that position until I have complied with the return-to-duty provisions provided in this program.

Employee Printed Name

Employee Signature

Witness Signature

Date

SANTA ANA UNIFIED SCHOOL DISTRICT

DRUG AND ALCOHOL TESTING PROGRAM

PRE-EMPLOYMENT DRUG AND ALCOHOL TEST CONSENT FORM

1. I understand that, as required by the Federal Motor Carrier Safety Regulations, Title 49, Code of Federal Regulations, Section 382.201, covered employee applicants must be tested for controlled substances and alcohol as a pre-condition for employment.
2. I consent to the breath alcohol test and urine sample collection to test for controlled substances.
3. I understand and agree that, in the event that the results of my breath alcohol test that I take show a blood alcohol concentration equal to or greater than .020%:
 - a) A representative from the collection site where the breath alcohol test was performed will contact my prospective employer and inform them of that result;
 - b) I will remain at the location where the breath alcohol testing was performed until my prospective employer's personnel arrive to escort me from that location or until they make other arrangements for my safe transportation from that location, and I will use the means of transportation provided by them; and
 - c) If the results of testing show a blood alcohol concentration equal to or greater than .080%, the state legal intoxication level, and if I do not remain at the testing site, either the representative from the collection site where the breath alcohol test was performed or my prospective employer may call the police to inform them of my results and that I left the testing site.
4. I understand that CDT and its subcontractors have agreed to perform breath alcohol testing in reliance on my agreement as set forth in this document.
5. I understand that driving under the influence of alcohol could result in injury or death to me or others or to my or other people's property.
6. I hereby expressly release and hold harmless CDT and its subcontractors from any injury, claim, liability, loss, damage or expenses that may result, directly or indirectly, from my failure to follow any agreement set forth above or from any action of CDT and its subcontractors as set forth above.
7. I authorize CDT, INC. to act as the third party administrator for Santa Ana Unified School District's drug and alcohol testing program. I consent to the results of testing being forwarded to the Santa Ana Unified School District.

Applicant/Print Name

Witness Signature

Applicant/Signature

Date

Form #1

SANTA ANA UNIFIED SCHOOL DISTRICT
DRUG AND ALCOHOL TESTING PROGRAM
ALCOHOL TEST CONSENT AND RELEASE FORM

1. I understand and agree that, in the event that the results of my breath alcohol test that I take show a blood alcohol concentration equal to or greater than .020%
 - a) A representative from the collection site where the breath alcohol test was performed will contact my prospective employer and inform them of that result:
 - b) I will remain at the location where the breath alcohol testing was performed until my prospective employer's personnel arrive to escort me from that location or until they make other arrangements for my safe transportation from that location, and I will use the means of transportation provided by them; and
 - c) If the results of testing show a blood alcohol concentration equal to or greater than .080%, the state legal intoxication level, and if I do not remain at the testing site, wither the representative from the collection site where the breath alcohol test was performed or my prospective employer may call the police to inform them of my test results and that I left the testing site. I understand that CDT and its subcontractors have agreed to perform breath alcohol testing site.
4. I understand that CDT and its subcontractors have agreed to perform breath alcohol testing in reliance on my agreement as set forth in this document.
5. I understand that driving under the influence of alcohol; could result in injury or death to myself or others or to my or other people's property.
6. I hereby expressly release and hold harmless CDT and its subcontractors from any injury, claim, liability, loss, damage, or expenses that may result , directly or indirectly, from my failure to follow any agreement set forth above or from any action of CDT and its subcontractors as set forth above.
7. I authorize CDT, Inc. to act as the third party administrator for the Santa Ana Unified School District drug and alcohol testing program. I consent to the results of being forwarded to Santa Ana Unified School District.

Applicant/Print Name

Witness Signature

Applicant's Signature

Date

Form #2

SANTA ANA UNIFIED SCHOOL DISTRICT

DRUG AND ALCOHOL TESTING PROGRAM

OPRE-EMPLOYMENT VERIFICATION AND RELEASE FORM

Purpose of the form: To obtain two (2) years of controlled substance and alcohol testing records from the applicant's previous employer(s). COMPLETE ONE FORM FOR EACH PREVIOUS EMPLOYER WITHIN THE PAST TWO YEARS.

APPLICANT COMPLETE:

I, _____, hereby authorize Santa Ana Unified School District to obtain two
Applicants Name
years of drug and alcohol test information from my previous employer as part of my application for
employment,

Applicant's Signature

Previous Employer:

Name: _____

Address: _____ Telephone number: _____

City, State, Zip: _____

Contact Person: _____

PREVIOUS EMPLOYER COMPLETE:

1. TEST INFORMATION VERIFIED BY: Name (print): _____

Signature: _____

TITLE: _____ DATE: _____

2. The applicant named above participates does NOT participate in a drug and alcohol testing program that conforms to the Federal Highway Administration testing results.

Dates of Participation: FROM: _____ TO: _____

3. Has the applicant ever REFUSED a drug or alcohol test? YES NO

4. Has the applicant ever tested positive (.04 or above) on a breath alcohol test? YES NO
(IF YES- COMPLETE PAGE 2)

5. Has the applicant ever tested positive on a drug test? YES NO
6. If YES was answered to questions 3, 4, or 5, has the driver complied with Part 382.605 of the federal regulations? YES NO
7. Is the applicant qualified to drive a commercial motor vehicle according to the FHWA Federal Drug testing guidelines? YES NO

Date: _____

Dear Employer,

One of your current or former employees has been employed by the Santa Ana Unified School District in a safety-sensitive position, governed by Federal Department of Transportation, Federal Highway Administration Regulations concerning Alcohol and Controlled Substance Use and Testing. The regulation requires us to obtain the following information within 14 days. If we do not, we must let this employee go.

- Breathe Alcohol tests with a concentration of 0.04 or greater.
- Positive Controlled Substance test results, and
- Refusals to be tested within the preceding two years

We have obtained your former employee's written consent to provide this information (attached)

To facilitate your reply and our timely compliance with this regulation, we have provided the attached consent form with the required information clearly indicated and our self-addressed and stamped return envelope. However, to ensure timely compliance, if you have a FAX machine, we would appreciate if, when filled out, you FAX the response immediately to:

(714) 558-5740
Santa Ana Unified School District
Attention: Director of Human Resources and
Drug and Alcohol Testing Program Coordinator

-after which, please place the original in the envelope and place it in the mail.

Thank you for your cooperation. We will also reciprocate when you contact us for this information should you employ any of our current or former employees in your business.

Sincerely,

Director of Human Resources and
Drug and alcohol Testing Program Coordinator

**SANTA ANA UNIFIED SCHOOL DISTRICT
DRUG AND ALCOHOL TESTING PROGRAM
EMPLOYEE TESTING LOG**

Date: _____

Employee Name	District ID #	Notified of Test		Supervisors
		<i>DATE</i>	<i>TIME</i>	Initials

IF AN EMPLOYEE IS NOT TESTED, NOTE THE REASON WHY (i.e., sick, vacation, etc.)

FAX TO CDT WHEN COMPLETED (310) 987-5755

CERTIFICATE OF RECEIPT
DRUG AND ALCOHOL TESTING PROGRAM

I, _____, have been given a copy of the following:
(EMPLOYEE PRINTED NAME)

- (1) Santa Ana Unified School District's Drug and Alcohol Testing Policy (Board Policy 4006)
- (2) Administrative Regulation 4006
- (3) Santa Ana Unified School District DOT Drug/Alcohol Testing Program Manual

I understand that if I violate the prohibited conduct rules of this program, I will be removed from my safety - sensitive position and not be allowed to return to that position until I have complied with the return-to-duty provisions provided in this program.

Employee Printed Name

Employee Signature

Witness

Date

**SANTA ANA UNIFIED SCHOOL DISTRICT
 DRUG AND ALCOHOL TESTING PROGRAM
 POST ACCIDENT LOG**

District: _____

Name/Signature of Supervisor Completing Report: _____

Name of Employee in Accident: _____

ACCIDENT: DATE: _____ TIME: _____

LOCATION: _____

DRUG/ALCOHOL TEST REQUIRED due to:

ALCOHOL TEST

DRUG TEST

TIME: _____

TIME: _____

PLACE: _____

PLACE: _____

Administered within 2 hours?

Administered within 32 hours?

Yes No
 (IF NO, state the reason why in REMARKS.)

Yes No
 (If NO, state the reason why in REMARKS.)

REMARKS: _____

REMARKS: _____

Administered between 2 and 8 hours?

Yes No
 (IF NO, state the reason why in REMARKS.)

REMARKS: _____

DISTRIBUTION: FAX COPY TO CDT (310) 987-5755

INFORMATION - Miscellaneous

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 absence/without loss of pay

IN.1.1 The Superintendent is authorized to change the assignment of an employee for school business for a period of five days.

IN.1.2 Excused absences or changes of assignment for more than five days shall only be authorized by the Board of Education.

IN.2 Excused absence/with loss of pay

IN.2.1 Managers may excuse an employee for personal business for up to two days in any one school year. The request shall be made prior to the absence. The absence shall be with loss of pay equal to that amount normally paid a substitute, whether or not a substitute is utilized.

IN.2.2 The Superintendent may excuse for 1-5 days with loss of pay for the first two (2) days in accordance with IN.2.1 above and remaining three (3) days at full loss of pay.

IN.2.3 All absences over five (5) days must be approved by the Board of Education.

IN.2.4 All days over two days shall be with full loss of pay.

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 member concerns.

IN.3.2 This procedure for submitting recommendations/ 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, from operational procedures of a department/ division of the District, or a situation in which a unit member believes that an Administrative Regulation or Board of Education Policy of the school or District is not being appropriately implemented. The person 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 within thirty (30) days following the occurrence which prompted the Recommendation / Concern, 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 Division Superintendent.

IN.3.4.3 The Division 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 receipt 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 needs and problems of the District.

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 Summer School Illness Day Utilization

IN.6.1 Unit members who serve in summer school earn additional entitlement to absence for illness or injury. Unit members may use accumulated entitlement for absence for illness during the time when they are rendering service in the summer school session. (One summer school day equals 0.6 of a day of accumulated sick days.)

IN.7 Retirement Procedures/Qualifications

IN.7.1 To be an eligible candidate, a unit member of the Santa Ana Unified School District must meet the following requirements:

IN.7.1.1 Served the Santa Ana Unified School District for a minimum of ten (10) years.

IN.7.1.1.1 Minimum of three (3) consecutive years as an employee shall be required immediately prior to making application for retirement. (A person on unpaid or paid leave is considered an employee in meeting this requirement.)

IN.7.1.2 Current salary must be equivalent to Class II, Step 10 of the Teacher's Salary Schedule (certificated only). Employees teaching under a vocational credential need to have completed 24 units after issuance of their vocational credential effective January 1, 1991.

IN.7.1.3 Attained the age to be eligible to retire under STRS or PERS.

IN.7.1.4 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.7.1.5 Performance has been satisfactory in last 12 months and not subject to disciplinary action.

IN.7.1.6 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.7.2 An eligible unit member shall benefit as follows:

IN.7.2.1 The retiring employee shall receive no compensation, nor is service expected.

IN.7.2.2 The benefits provided during retirement will be the same as provided to active employees at that same time (excluding life insurance) (i.e., benefits provided retirees on May 3, 2002, shall be the same benefits provided active employees on May 3, 2002).

IN.7.2.2.1 Medical and dental benefits provided:

Years of Santa Ana Service	Years of Coverage
10	8
15	9
20	10
25	11
30	12
35	13

IN.7.2.2.2 Coverage shall terminate at the end of the number of years of coverage indicated above or at age 70, whichever comes first.

IN.7.2.2.3 Any charges made to active employees will also be made to retirees.

IN.7.2.2.4 The benefits provided by the District shall be supplemental to any other medical benefits received.

IN.7.2.2.5 Retirees and spouses 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 to qualify or continue qualification. Such coverage will be primary, with District benefits being secondary.

IN.7.2.2.6 Retirees who enroll in a Health Maintenance Organization (HMO) senior plan, wherein they assign their Medicare eligibility to the HMO, will only be eligible for dental benefits during such enrollment. Re-enrollment in the Group Health Plan will be subject to restrictions for pre-existing conditions.

IN.7.2.3 After the coverage in IN.7.3.2 is completed, the retiree may continue the benefits by paying the District the prevailing premium costs in two (2) equal payments each year.

IN.7.3 Procedure

IN.7.3.1 Any employee who chooses to be a candidate shall:

IN.7.3.1.1 Deliver completed retirement application and letter of resignation to the Human Resources Office.

IN.7.3.1.2 Produce proof of retirement intent (application to STRS or PERS).

IN.7.3.1.3 Provide the District annually with written affirmation of intent to continue under the program by completing, signing and returning District mailed forms.

IN.7.3.2 The Assistant Superintendent, Personnel Services, shall:

IN.7.3.2.1 Determine that the applicant meets requirements stated above.

IN.7.3.2.2 Process the contract and accept the resignation for reasons of retirement.

IN.8 Grievance Procedure Title IX - Sex Discrimination

IN.8.1 The negotiated Agreement between the Santa Ana Unified School District and the California School Employees Association contains a grievance procedure which shall be used for purposes of Title IX - Sex Discrimination. (See Article 10 of the Agreement with the California School Employees Association.)

IN.8.2 Level Four (Article 10, Section 10.8.4) will be excluded from this procedure.

IN.8.3 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.8.4 The student and/or parent is to follow the procedure outlined after the oral or informal grievance is made to the unit member. 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.8.5 The Title IX Coordinator will monitor all proceedings regarding Title IX questions.

IN.8.6 Forms are available at each school site.