

ARTICLE I

AGREEMENT

- 1.1 Agreement Clause -- This agreement is made and entered into this 8th day of February 2005, between the Anaheim City School District, hereinafter referred to as "District," and the Anaheim Elementary Education Association, CTA/NEA, hereinafter referred to as "Association."
- 1.2 Duration -- Except as otherwise provided herein, this Agreement shall be effective upon ratification by both parties and remain in full force and effect up to and including June 30, 2007, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no sooner than January 30, 2006, and no later than March 1, 2006, of its request to modify, amend, or terminate this Agreement. In addition to Salary and Health and Welfare Benefits, each party may choose two (2) articles to be reopened during the 2006/2007 school year.
- 1.3 Recognition -- The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Agreement, Appendix B, incorporated herein.
- 1.4 Effect of Agreement
- 1.4.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 1.4.2 If any provisions of this Agreement are held contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect.
- 1.4.3 This Agreement shall constitute the full and complete commitment between the parties and shall supersede all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written, signed statement to this agreement.
- 1.5 District Rights -- It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided; establish its educational policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; build, move, or modify facilities; establish budget procedures and determine budgetary allocations. In addition, the District retains the right to hire, classify, assign, evaluate, and promote employees.

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

1.6 Association Rights

- 1.6.1 Publication of Agreement -- The Association and the District agree to share equally in the cost of printing this Agreement, and to share equally in any state reimbursement for such costs which are subsequently received by the District. Both parties agree to expedite both the ratification and publication of this Agreement.
- 1.6.2 School Staff Lists -- The District agrees to supply the Association with a school staff list by August 1 of each school year.
- 1.6.3 School Board Packets -- The District will provide the Association with two (2) School Board packets at least forty-eight (48) hours in advance of a regularly scheduled Board Meeting, and twenty-four (24) hours in advance of a Special Board Meeting.
- 1.6.4 Board Policies -- The District will provide the Association with two (2) copies of updated Board Policy Manuals.
- 1.6.5 Nonconfidential Information -- Upon request of the Association, the Board shall provide copies of prepared, nonconfidential information and reports.
- 1.6.6 Distribution and Posting of Materials -- The Association shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building in areas frequented by unit members. The Association shall have the right to use the District mail service and individual unit member mailboxes so far as such use complies with the law. The Association shall provide a copy of materials distributed to unit members to the Site Administrators, Superintendent, Deputy Superintendents, and Assistant Superintendent.

1.6.7 Association Site Meetings -- Association site meetings may be held outside the unit member's instructional day. These meetings shall be coordinated through the site administrator's office.

1.7 Nondiscrimination -- In the implementation of this Agreement, the District and the Association agree that they shall not unlawfully discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, residency, marital status, or physical handicap. The District shall not discriminate against any unit member based on membership or lack of membership or participation in the activities of the Association.

SIGNATURES

For the District:

For the Association:

Board President

Association President

Date

Date

ARTICLE II

ORGANIZATIONAL SECURITY

- 2.1 Employee Rights -- The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.
- 2.2 Maintenance of Membership -- Any unit member may terminate his/her membership in the Association within a thirty (30) day period following the expiration of this Agreement.
- 2.3 Agency Shop (Fair Share)
- 2.3.1 Any unit member who is a member of the Anaheim Elementary Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 2.3.2 Any unit member who is not a member of the Anaheim Elementary Education Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in section 2.3.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 2.3.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 2.3.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 2.3.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee

organizations shall not be required to join or financially support the Anaheim Elementary Education Association, CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

2.3.3.1 Anaheim Outdoor Science Education Foundation

2.3.3.2 Foundation to Assist California Teachers

2.3.3.3 Orangewood Children's Home

2.3.3.4 Any other qualified charity mutually agreed upon by the fee payer and the Association.

2.3.4 Those who object to joining or financially supporting employee organizations, pursuant to section 2.3.3 above, shall submit proof of payment on an annual basis to the Association and District as a condition of continued exemption from the provision of sections 2.3.1 and 2.3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association.

2.3.5 Any unit member making payments as set forth in sections 2.3.3 and 2.3.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

2.3.6 With respect to all sums deducted by the District pursuant to sections 2.3.1 and 2.3.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

2.3.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 2.3 of this Article.

2.4 Hold Harmless

2.4.1 The Association agrees to indemnify the District, the Board, and their agents, representatives or employees, and hold them harmless against any and all claims, demands or suits arising out of this Article. The District, the Board, their agents, representatives or employees shall have the right to select counsel of their own choosing and the Association shall pay their reasonable legal costs of defense, including attorneys' fees, incurred in defending any such claims before the state and/or federal courts or the Public Employment Relations Board. The Association shall pay any monetary award or judgment in any such action or proceeding.

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

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

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

3.2 General Provisions

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

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

- 3.2.3 Grievance Format -- Grievances which proceed beyond the informal step shall be in writing on a form to be mutually developed, and shall be a clear, concise statement of the grievance including the specific provisions of the Agreement

alleged to have been violated, the circumstances involved, and the specific remedy sought.

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

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

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

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

3.3.3 Level III

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

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

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

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

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

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

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

ARTICLE IV

LEAVES OF ABSENCE
(Revised effective February 8, 2005)

- 4.1 Sick leave -- Personal Illness and Injury
- 4.1.1 Annual Sick Leave -- Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. A unit member covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio that their employment bear to full-time employment.
- 4.1.2 Accumulated Sick Leave -- If a unit member does not utilize the full amount of leave authorized, ten (10) days in any school year, the amount not utilized shall be accumulated from year to year.
- 4.1.3 Half-day Absence -- A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted.
- 4.1.4 Verification of Sick Leave
- 4.1.4.1 Physician's Statement -- Unit members becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.
- 4.1.4.2 When the District has cause to believe that sick leave is being abused, the District may require verification.
- 4.1.5 Use of Sick Leave -- Sick leave may be used for personal illness or injury and for disabilities contributed to by pregnancy and/or childbirth.
- 4.1.5.1 Leave for Pregnancy Disability -- Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability.

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

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

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

4.1.7 Notification of Absences -- In the event it becomes necessary for a unit member to be absent from his/her duties, he/she shall notify the District Human Resources Office as soon as possible. Prior to his/her return to work, a unit member requiring a sub shall notify the site administrator or staff member designated by the Superintendent not later than 2 p.m. of the day preceding his/her return.

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

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

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

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

4.2.2 Requirements

4.2.2.1 Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the

employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

- 4.2.2.2 Allowable leave shall not be accumulated from year to year.
- 4.2.2.3 Industrial accident or illness leave shall commence on the first day of absence.
- 4.2.2.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 4.2.2.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same injury or illness.
- 4.2.2.6 Any unit member receiving benefits as a result of this Section shall, during the periods of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside the state.
- 4.2.2.7 During any industrial paid leave of absence, the unit member may endorse to the District the temporary disability and indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100 percent of the unit member's normal compensation.

4.2.3 Return to Service -- A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.

4.3 Personal Necessity Leave -- Credited sick leave may be used at the unit member's election for purposes of personal necessity provided that use of such personal necessity leave does not exceed the number of sick leave days accumulated by the unit member.

Personal necessity leave shall be limited to:

4.3.1 Death or serious illness of a member of the unit member's immediate family.

4.3.2 Accident involving person or property or the person or property of the unit member's immediate family.

A unit member shall notify his/her principal at least twenty-four (24) hours in advance of taking such Leave, unless an emergency makes such advance notice impossible. Unit members shall, when possible, notify the immediate supervisor of the expected duration of the absence. In no event shall a unit member be required to secure permission before utilizing such leave. However, the District reserves the right to request satisfactory verification.

4.4 Personal Business Leave -- Credited sick leave may be used at the unit member's election for purposes of personal business provided that the use of such personal business leave does not exceed six (6) days in any school year.

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

Unit members shall submit a request for personal business leave approval on a District-approved form to the immediate supervisor normally not less than three (3) days prior to the beginning date of the leave. Prior approval shall not apply to in the case of bereavement or paternity. Unit members shall, when possible, notify the immediate supervisor of the expected duration of the absence.

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

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

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

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

4.5.3.1 Judicial Leave -- Upon the signing of this agreement, unit members who elect to defer jury duty to their off track time shall be compensated at the daily regular substitute rate in effect at the time of the unit member's service to the Court, not to exceed 10 days. In order to receive the substitute pay, the unit member must

submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee except travel allowance, paid to the employee for jury duty shall be remitted to the District.

- 4.6 Bereavement Leave -- A unit member shall be entitled to three (3) days' leave of absence, or five (5) days if out-of-state travel or if one-way travel exceeds 550 miles, without loss of salary on account of death of any member of his/her immediate family. In extreme circumstances, the unit member may apply for three (3) additional days above the three (3) indicated above if no out-of- state travel or travel in excess of 550 miles is required.

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

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

4.8 Other Leaves Without Pay - Personal

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

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

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

4.8.2.1 Peace Corps or like service.

4.8.2.2 Service in an elected public office.

4.8.2.3 Long-term illness of the unit member.

4.8.2.4 Advanced professional study or academic training.

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

4.8.2.6 Rest and recuperation upon physician's recommendation.

4.8.2.7 Teaching in a foreign country.

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

4.8.2.9 Child care.

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

4.8.3 Requirements - - A member shall not accept gainful employment while on personal leave of absence without the prior, written approval of the Superintendent.

4.9 Family Care and Medical Leave

- 4.9.1 Any unit member who has served the District more than one (1) continuous year shall be eligible to take up to twelve (12) weeks of unpaid family care and medical leave in a twelve (12) month period rolling forward from the date of the leave request under the provisions of state and federal law.
- 4.9.2 Family Leave may only be used for a unit member's serious illness or the birth, adoption, or serious illness of a child, or to care for a parent or spouse or like relationships of husband or wife, or any relative or close personal friend living in the immediate household of the unit member who has a serious illness.
- 4.9.3 The District may require verification of the necessity of the leave. In addition, the District may require the unit member to submit to medical examinations by a District appointed physician with a third physician tie breaker, if necessary, at District expense.
- 4.9.4 All available leaves, such as sick leave, personal necessity leave, and extended illness leave, must be used as part of the twelve (12) weeks of Family Leave.
- 4.9.5 The unit member must give as much advance notice as possible. For planned events, thirty (30) days advance notice is requested by the District.
- 4.9.6 Unit members' group health benefits as provided for in Article X, 10.2, shall be maintained during approved Family Leave. If the unit member fails to return to work at the expiration of Family Leave, the unit member shall reimburse the District for all health benefits paid during the Family Leave.
- 4.9.7 At the conclusion of Family Leave, the unit member will return to the same or comparable position.
- 4.10 Military Leave -- Unit members ordered to military or naval duty shall be granted a temporary military leave of absence. No more than the pay for a period of thirty (30) calendar days shall be allowed for any one military leave of absence during any one fiscal year.
- 4.11 Administration of Leave Provisions
- 4.11.1 Return to Service -- The unit member shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified.

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

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

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

- 4.12 Organizational Leave -- The Association President shall be granted fifty percent (50%) release time from his/her normal assignment. The AEEA will pay the full cost of the replacement teacher.
- 4.13 Tragedy Leave -- A long-term, ninety (90) day leave may be granted to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this Section, a unit member approved for a tragedy leave must use up to seven (7) days of personal necessity leave under section 4.3 of this section prior to beginning this leave. For purposes of this Section, immediate family shall be defined as parents, siblings, spouse, or dependent children. A serious tragedy is an event which has created a disturbance in the life of the unit member to a point which makes it impossible to carry out his/her duties. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.
- 4.14 Job Sharing Leave – The District may consider job share leave requests by teachers as the need arises. Unit members who wish to apply for a job share leave for the following school year shall notify the District by April 15 of the prior school year. The rules and procedures for job sharing are contained in the District job sharing agreement. Upon request, copies of this agreement shall be made available to unit members. Job share leave requests may be granted for one full school year and may be renewed on a year-to-year basis.
- 4.15 Catastrophic Leave Bank – The Association and the District shall establish a committee composed of three members of AEEA, three members of CSEA, three members from AESMA and a representative from the Department of Human Resources to study and make recommendations regarding the creation of a Catastrophic Leave Bank for all employees of the Anaheim City School District. The Committee shall begin meeting no later than February 1, 2000 and shall issue a recommendation to the Associations and the District by June 1, 2000. The Committee shall determine the dates and times of its meeting schedule.

ARTICLE V

TRANSFER AND REASSIGNMENT

(Revised effective October 30, 2003)

5.1 Definitions

5.1.1 A transfer is defined as a change of school, but within the same position classification or from one position classification to another.

5.1.2 A reassignment is defined as a change in regular grade level or track assignment within the same school or site location.

5.1.3 Seniority shall mean the teacher's total service to the District beginning the first day of paid service to the District and excluding periods of time when teacher was on an unpaid leave of absence.

5.2 Criteria for Transfers and Reassignments -- It shall be the practice of the District to exert all feasible effort to establish and maintain a balanced teaching staff in all schools. The following criteria is established for consideration of transfers and reassignments with the exception of administrative transfers as set forth in this Article:

5.2.1 The needs and efficient operation of the District.

5.2.2 The qualifications including recent training.

5.2.3 The preference of the teacher.

5.2.4 The quality of service as determined by written evaluations.

5.2.5 Affirmative Action Programs.

5.2.6 Certification.

5.2.7 Seniority.

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

5.3.1 Change in Enrollment -- When the number of staff members assigned to a school exceeds the teacher allotment, a transfer shall be initiated according to the following procedures:

5.3.1.1 The site administrator will determine the number of surplus teachers within his/her school in accordance with the above-described surplus situation.

5.3.1.2 An opportunity will be given to the entire staff to discuss the needs of the building. Involuntary transfers will not be made if a volunteer is available. The site administrator will initiate a transfer if no volunteers are available based on the criteria set forth in 5.2.

5.3.1.3 Any teacher selected under this procedure will be notified in a personal conference with the site administrator. The site administrator shall provide the teacher with a letter indicating the reasons for the transfer.

- 5.3.2 All employer-initiated transfers prior to the end of the school year shall be given priority consideration to vacant positions above all other requests as outlined in the sections dealing with voluntary transfers.
- 5.3.3 If an employer-initiated transfer is necessitated due to lack of enrollment at the beginning of the school year, the teacher shall be informed as to grade level and schools available for immediate transfer.
- 5.3.4 Upon teacher request, made at the time of notification of employer-initiated transfer, reassignment to the school from which the employee was moved shall be granted if a vacancy occurs at that school prior to the beginning of school.

Unit members who have been transferred involuntarily under the above provisions shall be exempt for a period of two (2) years.

- 5.3.5 Administrative -- Transfers by administrative staff may be made for any one of the following reasons:
 - 5.3.5.1 An opportunity to evaluate a unit member in a different school location or environment if justified by written evaluation.
 - 5.3.5.2 Irreconcilable personality conflicts.
 - 5.3.5.3 Affirmative Action Goals.
 - 5.3.5.4 Transfers for any reason indicated above shall be preceded by a period of notification of specific problems, a reasonable opportunity for improvement, and advance notice by March 1 that the administrative transfer will be proposed. Each notification of intent to transfer should contain the specific reason for which the transfer is made.

It shall be the general practice to deny the request of a site administrator to transfer teachers from his/her staff who have acquired permanency of tenure by virtue of his/her recommendation. In cases where an exception to this general practice is to be considered, each request will be evaluated on its merits.

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

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

- 5.4.1 Assignment -- The assignment of unit members shall be determined by the District in accordance with the terms of this Agreement. When more than one teacher has applied for the same position, the teacher determined by the District to be the best qualified in terms of the criteria set forth in 5.2 shall be appointed.
- 5.4.2 The District shall give priority consideration to unit members currently serving in the school district prior to the time that new personnel is being assigned.
- 5.4.2.1 Transfers and assignments shall be made in the following order:
Priority No. 1 - Involuntary transfers and/or reassignment requests.
Priority No. 2 - Voluntary transfer request.
Priority No. 3 - Request for assignment from leave of absence.

In all cases where two or more unit members with the same priority are seeking the same vacant position, the Assistant Superintendent, Human Resources, in consultation with the site administrator, shall make the final decision for assignment.

Permanent and probationary teachers shall have priority rights over temporary teachers.

- 5.4.3 Vacancies and Assignments -- All vacancies for the following school year received before April 15 shall be made known to all schools. To the extent possible, teachers shall be sent notification regarding the status of their request by June 1. If a transfer is to be made, the teacher and the immediate supervisor concerned will be notified in writing of the new assignment.
- 5.4.4 Mutual Exchange of Positions -- Two unit members may initiate an exchange of site assignments for one (1) school year, providing there is agreement with the involved site administrators and exchange unit members. If, at the conclusion of the school year all parties agree, the exchange of assignment shall become permanent.
- 5.4.5 Special Certificated Vacancies -- A special certificated vacancy is defined as a vacant position in the bargaining unit that the District intends to fill, but does not involve the responsibility of maintaining a class register for the purpose of student accounting and GATE positions.
- 5.4.5.1 The District shall post all special certificated opportunities for five (5) school days at each site that is operating an instructional program and on the District Web page.
- 5.4.5.2 Employees interested in vacant positions must submit an in-district application located on the District Web page.
- 5.4.5.3 GATE teachers shall be accorded the same transfer and reassignment rights as teachers in the regular education classes as described in Article 5.4 of the Collective Bargaining Agreement.

5.4.5.4 All known vacancies for anticipated GATE positions for the following school year shall be posted by April 15th. Prior to April 15th, a meeting of all GATE teachers shall be called by the GATE supervisor to formally notify GATE teachers of the known GATE positions available for the upcoming school year.

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

shall
be met:

- site.
1. The parties to the exchanged day assignment shall be assigned to the same site.
 2. No cost to the District shall result from such exchange.
 3. Approval for such an assignment must be obtained from the site administrator at least twenty-five (25) days prior to the first day of the exchanged assignment.
 4. The parties to the exchanged day assignment must sign a written agreement for "pay back" of any days so exchanged under this section.
 5. All approved exchanged days shall be completed within the same school year.

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

5.5 Procedures for Reassignment

5.5.1 Employee-Initiated Reassignment Requests -- Reassignment may be made by the building site administrator when vacancies occur within his/her own building or when requests are made for changes in grade level, session, or track assignments. Staff unit members may request a change in assignment when the staff vacancy is known or when they desire to make a grade level, session, or track change for the next school year. When more than one school staff unit member has requested a reassignment to another grade level, session, or track, the unit member believed by the building site administrator to be the best qualified shall be reassigned.

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

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

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

5.5.3 Year-Round Track Assignments

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

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

5.5.4 Special Education Reassignment

5.5.4.1 Initial Track Selection – Unit members assigned to Special Education shall be assigned as necessary to programs and school sites to meet the needs of the District. The interdisciplinary teams shall meet each year with the Director of Special Education Services/SELPA to discuss recommendations concerning the assignment of staff. In the event of involuntary transfers, Special Education unit members shall be consulted prior to the involuntary transfer and shall be notified as soon as it is known a transfer may be necessary.

5.5.5 Mutual Exchange of Positions -- Two unit members may initiate an exchange of site assignments for one (1) school year, providing there is agreement with the involved site administrator, the exchange unit members and the Director of Special Education Services/SELPA. It is understood that in order to exchange assignments both unit members must hold a valid credential for the exchange assignment. If, at the conclusion of the school year all parties agree, the exchange of assignment shall become permanent.

5.6 Preparation Time -- Any unit member whose assignment is changed after the commencement of the school year may request and shall be granted up to three (3) days of release time for preparation.

ARTICLE VI

PROCEDURES FOR EVALUATION (Revised effective February 8, 2005)

6.1 Formal Evaluation of Performance

- 6.1.1 Frequency -- The District management shall evaluate all bargaining unit members no less than once every two (2) years. In addition, the District may evaluate each unit member annually and shall evaluate at any time during the school year if the unit member's job performance is unsatisfactory or needs improvement.
- 6.1.2 Evaluator -- The evaluator shall be the unit member's immediate supervisor and/or any other management employee who is so designated by District management.
- 6.1.3 Areas of Evaluation -- Evaluation of unit members shall be based primarily upon the following areas and as it reasonably relates to each area:
- 6.1.3.1 Expected student progress and standards established by the District.
 - 6.1.3.2 The instructional techniques and strategies used by the District.
 - 6.1.3.3 Maintaining proper pupil control and maintaining a suitable learning environment within the scope of the unit member's responsibilities.
 - 6.1.3.4 Assessment of other duties normally required as an adjunct to the regular assignment.
 - 6.1.3.5 Adherence to curricular objectives.
- 6.1.4 Preliminary Conference -- Within the first thirty (30) teaching days, each unit member to be evaluated shall meet with the site administrator. The purpose of the conference shall be to:
- 6.1.4.1 Explain, interpret, discuss and distribute copies of the evaluation procedure.
 - 6.1.4.2 Discuss District, school, grade-level programs and standards.
 - 6.1.4.3 Review goals and objectives to maintain or improve the quality of the unit member's instructional program as it relates to pupil progress.
 - 6.1.4.4 Mutually agree upon written evaluation objectives, referred to in section 6.1.3 above, which may be revised during the course of the year by mutual consent
- 6.1.5 Observations -- The site administrator will complete a minimum of two (2) observations for each unit member being evaluated. An observation form must be completed and signed by the unit member and the site administrator for each observation. The observation form shall not be placed in the personnel file of the unit member.

- 6.1.5.1 Post-Observation Conference -- A copy of the observation form shall be given to the unit member following a meeting between the site administrator and the unit member to discuss the observation and the site administrator's notes. The observation form must be signed by the site administrator and the unit member. The unit member's signature does not constitute endorsement of the site administrator's notations, but is recognition that discussion has taken place and that the unit member has been given the opportunity to enter comments.
- 6.1.6 Preliminary Evaluation -- The immediate supervisor shall meet with temporary and probationary unit member prior to December 15 to review the unit member's performance and address areas of concern. This provision shall apply to unit members hired prior to October 1.
- 6.1.7 Final Evaluation -- Evaluation and assessment conducted pursuant to this procedure shall be reduced to writing and a copy thereof be transmitted to the unit member not later than thirty (30) days before the last school day scheduled on the school calendar adopted for the school year in which the evaluation takes place. For those unit members assigned to the year-round program, the thirty (30) days applies to the last scheduled student day of a particular track. The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the evaluation and shall be retained in the employee's personnel file. Before the last school day scheduled on the school calendar, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
- In working draft form, the site administrator shall state his/her opinion as to whether the goals and/or objectives agreed upon are being met. Such opinions must be based upon (with direct references to) the evaluation objectives and procedures as agreed upon between the site administrator and the unit member in the preliminary evaluation conference set forth in Section 6.1.4 of this Article.
- 6.1.8 Completion of Forms -- All evaluation forms shall be completed so that they are factually accurate and so that they reflect performance within the context of the entire evaluation period.
- 6.1.9 Open Evaluation -- Matters which will be used to evaluate a unit member shall be brought to the attention of the unit member in writing within a reasonable period of time following the date when the evaluator becomes aware of such matter.
- 6.1.10 Personal Activities/Use of Material -- Evaluation of performance shall not be predicated upon lawful, nonschool-related, personal activities of unit members nor upon the unit member's use of teaching materials, provided that such materials are consistent with the age and maturity level of the affected students and with District-approved educational and curriculum guidelines and policies.

6.2 Evaluation by Public

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

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

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

6.2.1.2 With regard to parent or citizen complaints, the unit member shall first be given written notice of same and an opportunity to resolve the matter with the appropriate administrator.

6.3 Personnel Files

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

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

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

6.3.2.2 Were prepared by identifiable examination committee members.

6.3.2.3 Were obtained in connection with a promotional examination.

6.3.3 Placement of Derogatory Materials -- Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon.

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

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

6.4 Constraints

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

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

6.4.2.1 Provide advance notice that corrective action is necessary.

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

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

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

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

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

ARTICLE VII

HOURS OF EMPLOYMENT (Revised effective February 8, 2005)

- 7.1 School Calendar – After conferring with the Association, the teacher work year shall be set forth in the school calendar adopted by the Board of Education.
- 7.2 Reporting Time -- Teachers shall be present at their building site not later than thirty (30) minutes before the opening of their class. Site administrators may modify this schedule for teachers who begin their classes fifteen (15) minutes earlier.
- 7.3 Workweek -- Teachers shall work thirty-four and one-half (34.5) hours "on site" per week, fulfilling the provisions referred to in the Teacher's Job Definition, Appendix D. Attendance at three (3) school functions beyond the standard workday may be designated by the building site administrator. Other required attendances which extend beyond the school day shall be credited as part of the thirty-four and one-half (34.5) hour "on site" workweek. Attendance at any school function beyond the standard workday shall not exceed two (2) hours.
- 7.4 Standard Work Hours -- After discussion with the teaching staff, the building site administrator shall set standard work hours for the benefit of the staff and community. The site administrator may adjust these standard work hours for an individual unit member on a daily basis to provide an early dismissal from duty for reasons of compelling personal importance, provided a substitute is not required. Time lost for early dismissal will be made up by the unit member within an agreed time period to meet the contractual obligation of thirty-four and one-half (34.5) hours "on site" per week.
- 7.4.1 On minimum days, PM teachers shall have the option to adjust their work hours to align with AM teachers, subject to PRIOR approval of the site administrator and provided there is no change to the scheduled student instructional day.
- 7.4.2 Mutual Exchange of Hours – Subject to 24-hour notice to and prior approval from the site administrator, teachers who share a room may mutually exchange work hours.
- 7.5 Instructional Planning Days – Classroom teachers shall be provided with 11 student minimum days and 31 shortened days identified on the school calendar for instructional planning and preparation effective July 1, 2000. Except in cases of emergency, no required school meetings shall be scheduled by the site administrator during the one-hour period of instructional planning time on the 31 shortened days
- 7.6 Lunch Period/Breaks -- Teachers shall have a forty-five (45) minute, duty-free lunch period which shall not be counted as part of the workweek and one (1) duty-free break in

the morning of not less than ten (10) minutes during the students' day. In the event that either the lunch period or the break are lost as a result of a declaration of an emergency by the Superintendent or due to a field trip, the teacher shall be entitled to compensatory time for said loss.

The duty-free lunch period may be limited to thirty (30) minutes on days of inclement weather with compensatory time for the remaining fifteen (15) minutes.

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

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

7.9 Work Year -- The number of scheduled workdays for unit members shall be as follows:

Classroom and Special Education Teachers -----	184	Y-R
School Nurses -----	184	Y-R
Speech and Hearing Therapists -----	184	Y-R

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

7.9.2 Posting -- Should the District decide to extend the number of work days beyond 184 days, unit member shall be notified of the decision following the procedures outlined in 5.4.5.1 and 5.4.5.2 of this Agreement.

7.10 Early Dismissal -- Unit members enrolled in approved, continuing education classes which meet prior to 6 p.m. may leave after the last class has been dismissed. All courses must receive prior approval as provided for in Article XI, Section 11.9.

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

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

**Memorandum of Understanding
Regarding Supervision Duties**

**Before the Student Instructional Day
(January 12, 2005)**

Except in the case of emergencies or inclement weather as determined by the principal or designee, no supervision duties shall be assigned to unit members before the student instructional day. This memorandum of understanding shall commence within forty-five (45) calendar days after ratification of the 2004/05 agreement by both parties and expire on June 30, 2007; at which time the status quo shall revert to the right of the district to assign unit members student supervision duties before the student instructional day.

ARTICLE VIII

CLASS SIZE

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

8.2 Maximum Class Size

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

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

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

o

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

8.2.4 The District may exceed the maximums in Sections 8.2.1, 8.2.2, and 8.2.3 of this Article by 10% in 15% of the classes in the District.

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

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

8.3 Correction of Class Size Excesses -- Both parties agree that ten (10) days shall be allowed to correct any excesses in class size before a grievance is filed. The District agrees to provide the Association with monthly copies of "Excess Class-Size Survey" and Summary of District Enrollment and Teachers' Assignments.

- 8.4 Assistance for Class Size Excesses -- Whenever class size in the District falls beyond the parameters listed in Sections 8.2.1, 8.2.2, and 8.2.3, the District, upon request of the teacher, shall provide assistance to the teacher in the form of added resources. The site administrator, upon consultation with the teacher, shall present a plan to the Assistant Superintendent, Education Administration.
- 8.5 Special Day Class Pupils -- When Special Day Class pupils are to be assigned for all or a portion of the school day into a regular classroom, the following procedures shall be adhered to:
- 8.5.1 The regular classroom teacher/s affected shall be consulted regarding such placement and their alternatives considered.
- 8.5.2 When Special Day Class students are placed into the regular classroom, the District shall attempt to assure that such students are equitably distributed.
- 8.5.3 In the assignment of RSP students to classrooms (usually accomplished in the spring) the District shall attempt to assure that such students are equitably distributed.
- 8.6 Class Size and Facilities Committee -- In order to explore solutions to the problems presented by increasing enrollment, the Association and the District agree to establish a committee composed of three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent, along with parents, to evaluate present facility use. The committee shall also explore all possible alternatives to meet possible future growth and to plan for class size improvements.

The committee shall make its recommendations to the Superintendent for Board consideration.

SAFETY
(Revised effective February 8, 2005)

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

A. Safety Program

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

B. District Safety Committee

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

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

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

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

C. Site Safety Committee

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

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

1. Providing employee safety training and education as needed at the job site. New employees are to be indoctrinated in safe practices as a part of their orientation and training. The Risk Manager will assist in preparing safety training programs and in supplying training aids.
2. Providing for immediate first aid and medical treatment to injured employees.

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

The teacher will notify the site administrator who will upon request notify the parent. The site administrator will initiate upon notification by the teacher an immediate action to correct the problem. After conferencing, a pupil may be detained, transferred, or suspended. Any student suspended by a teacher shall not be placed in another teacher's classroom during the period of suspension.

discipline,
with the

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

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

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

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

ARTICLE X

HEALTH AND WELFARE BENEFITS (Revised effective February 8, 2005)

- 10.1 Mandated Benefits -- Unit members who qualify will continue to receive those benefits which are mandated by law.
- 10.2 District Fringe Benefit Program -- The District shall pay up to the specified monthly dollar amounts indicated below for each carrier for each full-time unit member and their dependents.

<u>Family</u>	<u>Employee Only</u>	<u>Employee and One Dependent</u>	<u>Employee and</u>
Blue Cross	\$317.77	\$539.49	\$643.23
Medco Health (Rx)	\$ 66.25	\$124.93	\$149.27
Total BC + Rx	\$384.02	\$664.42	\$792.70
Kaiser	\$225.23	\$450.46	\$637.41
Delta Dental	\$ 50.00		
Private Medical Care, Inc. Life Insurance	\$ 2.16		\$ 34.99

The employee, through payroll deductions, shall pay any cost in excess of District contributions for dependents and family coverage with Blue Cross. The District shall maintain the employee contribution at the 2003/2004 level until September 30, 2005. The District shall pay full cost for "Employee Only" medical coverage and all Kaiser categories for eligible unit members through September 30, 2006. After September 30, 2006, any further increases in the District contribution for "Employee Only" medical coverage and all Kaiser categories shall be subject to negotiations..

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

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

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

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

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

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

- 10.5 Medicare -- Unit members who reach the age of 65 and do not qualify for Section A or B of Medicare, either individually or by their spouse's eligibility, and have had eighteen (18) years of service shall receive the amount the unit member would receive for the Medicare premium for hospitalization and medical insurance. The contribution shall be applied toward the payment of the Medicare premium.
- 10.6 The District and Association recognize the impact of escalating health care premiums upon the total compensation package. In an attempt to analyze and reduce the escalation of these costs, an insurance committee shall be established. The insurance committee shall be comprised of not more than three (3) representatives appointed by the AEEA Executive Board and not more than three (3) representatives appointed by the Superintendent or his/her designee. The purpose of the insurance committee shall be to analyze current premiums, benefits, trends, plan structures and program options which may be available, and to then provide advice to the parties of this contract regarding possible options. The committee shall submit, in writing and by this contract regarding possible options. The committee shall submit, in writing and by April 1 **of each year**, a variety of options to the parties of this contract. Upon receipt of these recommendations the parties shall begin negotiations on Article X within thirty (30) work days after receipt.

ARTICLE XI

WAGES
(Revised effective February 8, 2005)

11.1 Salary Schedules

11.1.1 For the school year 2004/2005, a salary increase of 3.25%, of which 3.0% shall be applied to the salary schedules in Appendix A and A-1 for certificated employees and .25% shall be applied as a one-time, off-schedule bonus. Such salary increase shall be effective as of July 1, 2004.

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

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

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

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

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

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

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

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

A certificated employee moves to the 30th Step after having completed 29 years of certificated service credit with the District.

11.4 Salary Placement -- Experience shall be the number of school years of teaching a teacher has completed. A school year shall consist of ten (10) school months of twenty (20) days

each including teaching days, legal holidays, and holidays declared by the Board of Education.

A teacher shall be credited with a year of teaching experience if:

1. He/she has taught under contract at least one-hundred thirty-six (136) of the student days scheduled on the track assigned; or
2. He/she has taught under contract for at least fifty percent of two (2) school years.

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

11.6 Pay Periods -- Teachers on year-round calendar are paid on a 12-month basis.

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

11.8 Mileage -- During the term of this Agreement, unit members serving two (2) or more schools shall receive a \$750 annual automobile allowance, subject to providing verification of insurance and a valid California driver's license.

Mileage allowance for conference attendance or like meetings shall be the current IRS established rate per mile with prior approval and authorization by the Board of Education.

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

11.9.1 An upper division course which is directly related to the teacher's current or potential future assignment with the District.

All courses must receive approval before being undertaken. Forms are available in each building.

11.9.2 An upper division course which is part of a program leading to an advanced degree and/or to meet certification requirements.

All courses must receive approval before being undertaken and after completion. Forms are available in each building.

11.9.3 Subsequent training shall be such work as is regularly taken in an accredited teacher training institution or its equivalent.

11.9.4 An employee who has met the requirements for salary advancement shall be transferred to the appropriate column and appropriate step upon submission of official documentation to the District. In order to receive salary credit, a unit member must submit materials by the tenth of the month. Appropriate documentation are official transcripts. If the District is unable to meet the payroll deadline because of the County procedures and/or due dates, the payment will be made the following month and will be retroactive to the previous month.

11.9.5 District Spanish Language Classes -- Teachers who complete the Spanish Language Classes may earn (3) three units of credit for salary advancement. No more than three units of salary advance credit shall be granted at each level.

In addition, teachers will be paid \$300 for completion of each level. Teachers will be paid a maximum of two (2) times per level for Levels A through X.

Cooperative Spanish Classes approved by the Orange County Department of Education undertaken with the approval of the District shall meet the requirements of Section 11.9.

All other Spanish classes shall be submitted for approval on District forms before being undertaken and shall meet the Requirements for Column Advancement as provided for in Section 11.9 through 11.9.5 of this Article.

11.9.6 Credentialed teachers who complete training and obtain a CTC approved authorization for teaching English Language Development to limited English speaking students will receive a stipend of \$400 upon successful completion of the program.

Credentialed teachers who complete training and obtain a CTC approved authorization for primary language instruction will receive a stipend of \$1,400 upon successful completion of the program.

Non-credentialed teachers who were hired prior to January 1, 2000 shall also qualify for the stipends outlined above.

11.10 Outdoor Education -- Teachers who attend the Outdoor Education Programs shall receive \$40 per day in addition to their regular per diem.

11.11 Early Retirement Incentive -- Until December 31, 2003, the District will offer an early retirement incentive program. The program is available to full-time unit members 55 years of age to 59 years and 11 months of age, and have served for fifteen (15) years in the District, and who are eligible for retirement under STRS or PERS.

- 11.11.1 Members who plan to retire by June, 2003, must notify the District of their intent to retire between January 1 and February 1, 2003.
 - 11.11.2 Members who plan to retire by December 31, 2003, must notify the District of their intent between August 1 and September 1, 2003.
 - 11.11.3 For a period of five (5) years after retirement, the District will make an annual contribution of \$10,000 into an annuity program selected by the District.
 - 11.11.4 At the end of the five (5) year period, the employee may choose any of the payment options established by the annuity.
 - 11.11.5 The District will discontinue its contribution to the annuity during the five (5) year period in the event of the death of the retiree.
 - 11.11.6 The current language in this Article will be deleted as of December 31, 2003, and shall be replaced with "During the 2006/2007 school year, the District will review early retirement options."
- 11.12 Intersession Salary -- Should the District decide to offer an intersession program, the rate of pay for bargaining unit positions shall be calculated in the following manner:
- 11.12.1 Prior year's hourly rate of pay;
 - 11.12.2 Multiplied by the COLA provided in the State Budget Act for Intersession Core program;
 - 11.12.3 Equals the hourly rate of pay.
- The hourly rate for those bargaining unit members who teach in the extended school year program shall be the same as the hourly rate for summer school.
- It is agreed that, should the State Budget Act provide no COLA for the Intersession Core Program, the salaries will remain the same as the previous year.
- 11.13 Unit members who wish to serve as substitute teachers shall be paid a differential of \$10 above the established District rate for day-to-day and/or long term substituting.
- 11.14 Extended Year Contracts -- Unit members working an extended year contract shall be entitled to pro-rata sick leave days based on the number of additional days worked beyond the work year specified in Article 7.9.
- 11.15 Extra Work -- Unit members who work additional hours shall be paid at the rate established for intersession. When working half or full days, the rate of pay shall be the same as substituting.

11.16 Combination Classes – An annual stipend of one thousand dollars (\$1,000) shall be provided to unit members assigned as of January 1 of each school year to combination grades under section 8.2.3.

ARTICLE XII

CONCERTED ACTIVITIES

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

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

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

ARTICLE XIII

DISCIPLINE

13.1 Procedure for Discipline

- 13.1.1 No unit member shall be reprimanded, reduced in compensation, suspended, or otherwise disciplined without reasonable and just cause.
- 13.1.2 Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.
- 13.1.3 Matters which arise and may subject a unit member to disciplinary action shall be brought to the attention of the unit member within a reasonable period of time following the date when the immediate supervisor became aware of such matters, or following the completion of the District's investigation of acts which lead to disciplinary action.

ARTICLE XIV

UNIT MEMBER CONTRACT WAIVER PROCEDURE

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

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

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

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

NOTE: APPENDIX F (JOB SHARING) SHOULD BE DELETED. THIS ITEM IS NOW 4.14.