

2011 – 2014

COLLECTIVE BARGAINING AGREEMENT

LOS ANGELES UNIFIED SCHOOL DISTRICT

AND

ASSOCIATED ADMINISTRATORS OF LOS ANGELES

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ARTICLE I

RECOGNITION

Subject to the provisions set forth below, the District has recognized AALA as the exclusive representative of the Certificated Supervisory Unit described below.

1.0 The Unit: The Certificated Supervisory Unit shall be as follows:

1.1 Inclusions: all certificated employees on the Master Salary Schedule, including all school-based administrators and non-school-based administrators except for those positions excluded below.

1.2 Exclusions:

- (1) All classified personnel;
- (2) All certificated personnel covered by the Teachers' Unit, or the Teacher Assistants' Unit;
- (3) School Physicians, and Pediatricians, and Counseling Assistants;
- (4) All Managerial and confidential personnel on the Master Salary Schedule. A list including the names and titles of such personnel will be maintained by the District and shall be forwarded to AALA by August 1 of each year.

The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only to the extent that the District creates new classifications or substantially changes the responsibilities of an existing classification.

2.0 Nature of Relationship: Recognizing the sensitive and important role of administrators as representative of the Board and Superintendent, it is the mutual intention and commitment of AALA, the Superintendent and the Board.

- a. That their relationship remain cooperative and non-adversarial;
- b. That they shall meet and confer on a regular basis on subjects within the scope of negotiations, and such other matters that the parties may mutually desire to discuss, with their agreed-upon resolutions to be embodied in this Agreement if so agreed; and.
- c. That pending such agreed-upon resolutions, and subject only to such restrictions as may be included in such agreed-upon resolutions, the District retains full authority to operate and to make (and implement) decisions pursuant to the existing Board Rules, Administrative Regulations and policies,

Article I - Recognition

which fall within the scope of negotiations under the EERA. Proposed changes to said existing Board Rules and Administrative Regulations are subject to paragraph b above; and

d. That it is intended that AALA will be authorized to designate a representative on all appropriate District committees, particularly those District committees where UTLA is granted the right to appoint a representative.

ARTICLE II

EFFECT OF AGREEMENT

1.0 Effect upon Negotiations: By this Agreement, the parties resolve all outstanding bargaining issues between them, and jointly recognize full and complete performance and satisfaction of their bargaining duties except as expressly provided below. This Agreement completes negotiations between the District and AALA for the term hereof and embodies their entire agreement and understanding. However, there shall be negotiations during the term of this Agreement as follows:

- a. Limited reopener negotiations and negotiations for a successor agreement;
- b. Negotiations regarding the means of compliance with decisions or laws which have invalidated a portion of this Agreement; and
- c. Any other subjects which AALA and the District may mutually agree to negotiate.

1.1 Revisions to the Agreement: As a result of negotiations pursuant to Section 1.0 above, the District and AALA may change or supplement any provisions of this Agreement by mutual written agreement; accordingly, no employee shall be deemed to have a vested right to retain any provision of this Agreement.

2.0 Effect upon Individual Contracts: Any individual contract between the District and an employee dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any terms inconsistent with this Agreement, then this Agreement shall be deemed controlling. However, this Agreement does not establish individual annual contracts.

3.0 Effect upon District Policies and Rules: The District may determine and revise any of its policies, rules, regulations, or procedures. However, in the event of a conflict between the terms of this Agreement and any District policies, rules, regulations or procedures, the terms of this Agreement shall prevail.

4.0 Separability and Savings: If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In such event, the District and AALA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

ARTICLE III

DUES DEDUCTION

1.0 Voluntary Authorizations: The District shall deduct AALA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. The District shall deduct one-twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for AALA dues or AALA-sponsored insurance, the District shall make an appropriate adjustment on a subsequent pay warrant. AALA agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

2.0 Remitted to AALA: A deposit approximating the amount of dues so deducted shall be remitted to AALA on payday, and the reconciled amount will be supplied to AALA within thirty (30) days after the deductions are made, together with a list of affected employees.

3.0 Exclusive to AALA: Payroll deductions for membership dues from employees shall be exclusive on behalf of AALA, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

4.0 Agency Fee Obligation: Upon thirty (30) days of an employee's initial assignment to a position covered by this Agreement (see Article I) and continuing, each employee is required as a condition of continued employment either (a) to be a member in good standing of AALA, or (b) to satisfy the agency fee financial obligations set forth in Section a below, unless qualified for religious exemption as set forth in Section 4.1 below.

a. Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to AALA as evidenced by notice of same by AALA to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.1 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to AALA. The amount of agency fee to be charged shall be determined by AALA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, and shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and

Article III – Dues Deduction

ideological expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. AALA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge AALA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to substitute for agency fee challenge procedures which are administered by AALA separate from this agreement. The District will promptly remit to AALA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

4.1 Religious Exemption from Agency Fee Obligations

a. Any employee 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 meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a District approved non-religious, non-labor charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, as designated by the employee. Examples of such organizations are: United Way, United Negro College Fund, City of Hope, and Brotherhood Crusade.

b. To qualify for religious exemption, the employee must provide the District, with a copy to AALA, a written statement of objection, along with verifiable evidence of membership in a religious body as described above.

c. Any employee utilizing this religious exemption status, who requests AALA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by AALA for the reasonable cost of using such procedures. Such charges are between the employee and AALA, and disputes regarding such matters are not subject to the grievance procedures of this Agreement.

4.2 Implementation dates: Any of the above-described payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

Article III – Dues Deduction

4.3 Indemnity/Hold-Harmless: AALA agrees to indemnify and hold the District harmless against any and all liabilities (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to the District's compliance or attempted compliance with either this Agreement or relating to the conduct of AALA in administering this Agreement, AALA shall have the right to determine and decide all matters relating to settlement and conduct of the litigation. In no case shall District funds be involved in any remedy relating to dues deductions. Any underpayments to AALA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to AALA resulting from excessive deductions shall be remedied either by refund from AALA to the affected employee(s) or by a credit against future payments by the affected employee(s).

4.4 The District will furnish any information needed by AALA to fulfill the provisions of this Agreement.

ARTICLE IV

GENERAL PROVISIONS

1.0 Joint Principles for Negotiations and Contract Administration: The parties agree to adhere to the following principles which will govern the parties' conduct in conjunction with all negotiations over collective bargaining issues and certain contract administration issues:

a. Negotiations shall be conducted in an atmosphere of mutual respect, and understanding of the diverse community we serve.

b. The parties may have strong disagreements on important issues and even labor conflicts, but such conflicts shall be resolved without attacking the honesty, character or competency of others.

c. Bargaining proposals shall be based on facts, with all pertinent information fully explained.

d. Economic demands shall be accompanied by identification of the available funding sources to financially support the demands.

e. Emphasis shall be focused on the interests rather than positions of the parties.

f. There shall be no hidden subjects for negotiations – no surprises during contract negotiations.

g. Arguments made and positions stated shall be directed to the facts and the issues and not directed toward individuals or personalities.

h. Discussions shall be conducted in a courteous and professional manner.

i. The parties shall share information promptly, particularly when the subject of negotiations may directly affect the rights and duties of the employees in other bargaining units.

j. In accordance with the Educational Employment Relations Act (EERA) and public notice ("Sunshine") requirements, all stakeholders shall be informed of the general substance of the various proposals under consideration during the bargaining process.

k. The media in the greater school community shall be informed of the interests and proposals under discussion in negotiations.

Article IV – General Provisions

l. The parties shall endeavor to complete the negotiations process expeditiously or at the very least, by the commencement of the traditional calendar year.

m. To avoid extensive litigation and expense, the parties shall jointly seek legislation changes by amendment, or initiate new legislation to address mutual interests of the parties when such interests cannot be achieved through bargaining.

n. From time to time either party may inquire of the other as to proper interpretation regarding a particular article or provision contained in this Agreement. The responding party shall make its response, in writing if requested, to any such request in a prompt manner, not to exceed two working days from the time of the inquiry.

2.0 Terminology for Use in Assignment: The following definitions shall apply to terms used in assignments.

a. Position: A position is a set of duties and responsibilities to be performed by one, or the equivalent of one full-time employee. The number of positions is determined by District budget adoption.

b. Status: The status of an employee pertains to the extent of his/her rights of employment in any class to which assigned.

c. Class or classification: A class is one or more positions sufficiently similar in respect to duties and responsibilities that for a specific status: (1) the same title is applied to all such positions; (2) the same minimum qualifications are required of the incumbents; (3) the same tests of fitness are used to choose qualified employees; and (4) the same salary schedule is applicable for all positions within the classification.

d. Eligible List: An eligible list is a list of names of persons who have qualified by the procedures established for the selection of employees into positions within a given class.

e. Approval List. An approval list is a list of names of persons who are not on the eligible list for the class, but who have been approved for service in the class for a limited period of time, in a limited-acting status (see below)

f. Reassignment List: A reassignment list is a list of employees who have been released from a class in accordance with Article IX, 4.0.

Article IV – General Provisions

g. Substitute status: This is the status in any class for service as needed in place of an absent employee. An employee assigned from an eligible list shall be in eligible substitute status. An employee who is not assigned from an eligible list shall be in acting substitute status.

h. Limited-acting status: This is the status in a class when assigned from an approval list.

i. Limited status: This is the status in a class which the position is limited as to dates and when assigned from an eligible list while on leave from another class.

j. Qualifying status: This is the status in a class when assigned from an eligible list or by direct appointment during the two-year qualifying period required for continuing status in the class or before obtaining permanent status in the District.

k. Continuing status: This is the status in a class after completion of the required two-year qualifying period for the class.

l. Assignment-temporary: This is the status of an employee on leave to a temporary assignment in a position, such assignment not to extend beyond the end of the school year.

m. Regular status: This shall include any status other than substitute. The incumbent of a position is the employee assigned in regular status.

n. A vacant position (vacancy): This is a position without an incumbent either active or on leave, and therefore available for assignment without limitation.

o. An open position (opening): This is a position with an incumbent on leave, and therefore available for a substitute assignment.

3.0 Advanced Degree and Multicultural Study Requirements: An employee appointed to serve in an administrative position must file evidence of meeting requirements and eligibility for an earned master's degree or an advanced degree of at least equivalent standard from an accredited university or college.

The Board may waive the advanced degree requirement if the Superintendent finds that there is a serious personnel shortage for a particular classification, but an employee so appointed shall not receive step advancement until the employee has earned an advanced degree. Step advancement earned during the preceding school year will become effective at the beginning of the first pay period following the date of the

Article IV – General Provisions

degree, provided verification of the degree is received by the Human Resources Division not later than four calendar months after the date of the degree. If such verification is received after the date of the time limit, the effective date of the earned step advancement shall be the beginning date of the employee's first pay period following the receipt of the degree verification.

Effective July 1, 2007 except as provided below, to be eligible to serve in an administrative position even on a limited acting or other temporary basis, the employee must have completed at least four semester units of equivalent study in multicultural understanding. Multicultural understanding coursework must pertain to a minority group Represented in the District student enrollment.

The Superintendent may make exception to allow for employees to complete the multicultural study requirement within one calendar year from date of assignment; failure to meet such requirement shall result in reassignment to a non-administrative position for which appropriately certified.

4.0 Retention of Permanent Classification When Promoted: In accordance with Sections 44893, 44894, and 44895 of the Education Code, a permanent employee who is promoted shall be deemed to retain his/her permanent classification in the class in which he/she earned permanency. There is no permanency in any administrative position, but there is in the underlying teacher position.

5.0 Qualifying Period To Obtain Continuing Status: The qualifying period shall be two school years of a minimum of 130 days each year for which salary is received in any status other than acting substitute. Only one year of a position leave may count toward the qualifying period of the class from which the leave is taken. Service in limited-acting, limited, or eligible substitute status shall qualify providing that no election to continuing status is made until the employee is reached on the eligible list resulting from an examination for the class.

The examination requirement before election to continuous status in the class is waived, provided that the employee (1) has served satisfactorily for three school years in qualifying status, and (2) is recommended by the appropriate superintendent or division head and approved by the Superintendent, and (3) there is a vacant position.

6.0 Staff Development: Subject to funds budgeted for this purpose, a staff development plan will be established for AALA represented employees. Such staff development plan(s) will be developed by designees of the Superintendent in collaboration with AALA. In order to provide AALA an opportunity to collaborate, an eight member Professional Development Advisory Committee will be formed, and comprised of four (4) members selected by the District and four (4) members selected by AALA. Meetings and other associated activities of the Professional Development Advisory Committee will be considered a part of the normal responsibilities of persons

Article IV – General Provisions

serving on the committee and as such, committee activities will not be separately compensated.

7.0 Notification of Vacant and Newly Created Positions: With respect to positions on the Master Salary (G) Table, the following will apply: any vacant or newly created position will be posted on the District website for no less than fifteen (15) calendar days prior to the application deadline for the position to be filled. And, as a courtesy, at or about the same time as the posting, the President of AALA will be notified in writing as to the vacant or newly created position. Nothing contained herein shall be deemed to expand or otherwise alter the AALA bargaining unit, nor shall anything contained herein interfere with the District's right to make provisional/interim assignments pending the filling of any position on a regular basis.

ARTICLE V

DISTRICT RIGHTS

1.0 General: The intention of this Article is to provide that the District retains all rights and powers that have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory or constitutional limits, or in any manner to waive or diminish the rights of AALA or the employees as specifically provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of the District under this Article and the rights of AALA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

2.0 Consultation Rights: Certain of the rights of the District set forth in this Article are subject to the consultation rights of AALA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.

3.0 Retained Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:

- a. The legal, operational, geographical, and organizational structure of the District, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of the District;
- b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
- c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
- d. The number and location of any District-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;
- e. All duties and services to be rendered by District personnel to students and to the public, and the support services to be provided to employees and other District personnel; and the methods, personnel, and materials to be utilized in such services;

Article V – District Rights

f. Subject to the consultation rights of AALA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline, food services, student transportation, and the type of extracurricular and co-curricular activities;

g. Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of the District;

h. Subject to State credentialing requirements, assign personnel to any location and duties;

i. Determine the number of employees, and whether and where there is a vacant position;

j. Determine the dates, times and hours of operation of any District facility, function, or activity; and

k. Determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

l. Determine all policies, rules, regulations and procedures, subject only to the express limitations of this agreement.

ARTICLE VI

AALA RIGHTS

1.0 Exclusivity: AALA and its authorized representatives shall be the exclusive representative of the employees in the AALA unit in contract negotiations and enforcement matters.

2.0 Access: Any authorized AALA representative shall have the right of reasonable access to District facilities. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. Representatives shall upon arrival check in at the school office and shall not interrupt any employee's duties or assignments.

3.0 Bulletin Boards: AALA shall have the right to post notices of AALA official matters on a bulletin board or section of a bulletin board established for AALA's exclusive use at each work site where AALA-represented employees are assigned.

4.0 Released Time for Negotiations: Up to four negotiating team employee representatives designated by AALA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District. AALA and the District may agree that additional employees shall receive such released time.

5.0 Organizational Leave: The President of AALA shall, upon request of both AALA and the employee, be placed on leave of absence for a period of one semester or more. Any pay for such leave shall be the responsibility of AALA.

6.0 Committee Appointments: When the District seeks to include representation from the various bargaining units on District-wide committees, AALA shall have the right to participate. The District shall notify AALA and specify the background, educational level and experience required of the AALA represented employees participating on the committee. AALA shall have the right to designate one-third of such employee representatives, and to replace those it has appointed.

7.0 AALA Meetings: AALA may convene meetings as provided herein. Such meetings are to be separate from District-scheduled meetings, voluntary, and on non-duty time. AALA-convened meetings are to be completed before the usual hours of service of the participants, during the participants' duty-free lunch period, or after the usual hours of service of the participants. Also, if employees are present for a District-convened meeting, and if during such meeting there is a normal designated break time, AALA may convene a voluntary meeting during a reasonable portion of the break. AALA-convened meetings are not to cause non-duty periods during the business day to be extended beyond normal time.

ARTICLE VII

EVALUATION AND DUE PROCESS

1.0 Performance Evaluation and Professional Development

1.1 General: The purposes of these procedures are to improve performance through the evaluation process, promote accountability, and encourage professional growth in order to improve the quality of educational services provided by the employee. They are also meant to provide reasonable assistance to employees whose performance is less than satisfactory.

1.2 Responsibility for Evaluation: The responsibility for evaluation of any administrator within a given school or other unit rests with the immediate administrator of the school or administrative unit. The site or unit administrator shall, in turn, be evaluated by the administrative unit to which the employee reports. If in any individual case the District intends to assign evaluation responsibility to a different administrator, the evaluatee shall be promptly advised in writing as to the identity of the designated evaluator.

1.3 Frequency of Evaluation: Employees shall be evaluated at least once during each of the first two school years of service within the classification to which assigned, and except as provided below, at least every other school year thereafter. An employee may be evaluated any school year if deemed appropriate by the immediate administrator. Upon request, an employee to be re-evaluated in successive years shall be given a written explanation as to the reason(s) for such action. An employee shall be evaluated in a given year if for the prior year the employee received a "below standard rating" in any dimension of evaluation. In the case of permanent employees who have been employed by the District for at least 10 years, and who have continuing status in the class, the period between evaluations may, in the joint discretion of the evaluator and the employee, be extended beyond the two-year period so that the evaluation may be made once in a three, four, or five-year period, subject to the following limitations:

a. The term of the extension shall be provided in writing to the employee by the evaluator.

b. Such arrangement for an evaluation beyond the two-year cycle requires the joint consent of the evaluator and employee; such consent is entirely discretionary and individualized, and may be withdrawn by either party at any time.

c. However, (i) the withdrawing party shall provide written notice to the other party to that effect, identifying the reason(s) or cause(s) for the withdrawal, and (ii) the notice of withdrawal should be given before the end of the school year preceding the next intended evaluation, and shall not be given

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later than the date that the newly reinstated evaluation procedures are to begin.

d. Because the Education Code (Section 44664) makes these evaluation frequency decisions entirely discretionary and individualized, any decision to grant, deny or withdraw consent shall not be subject to the grievance procedures of this agreement.

1.4 Areas of Evaluation for certificated management/supervisory personnel are specific dimensions approved by the Human Resources Division, such as oral communication, written communication, analysis, judgment, decisiveness, extra-organizational sensitivity, development of staff members, leadership and influence, instructional leadership, planning and organizing, delegation and follow-up, and initiative/innovativeness. An employee's final evaluation also shall include an overall evaluation, including but not limited to progress toward established District objectives and the record of punctuality and attendance.

1.5 Measures of Evaluation: Each dimension and the overall evaluation shall be rated. Measures of evaluation shall be "meets standard performance" or "below standard performance."

1.6 Areas for Professional Development: In recognition of the fact that even superior employees can benefit from further growth and development, every employee shall engage in professional development. An area(s) for development shall be cooperatively established for each employee which will serve as a special focus for development efforts.

2.0 Initial Planning - Establishment of Objectives: The evaluator is responsible for initiating the evaluation process by furnishing the evaluatee with the Initial Planning Sheet and a copy of applicable bulletins and guidelines for performance evaluation. The evaluatee will complete and return the Initial Preliminary Sheet to the evaluator by the end of the sixth week of the evaluatee's regular assignment basis. This time limit may be extended by mutual agreement.

The evaluator shall then arrange an initial planning conference with the evaluatee, scheduled to assure that all planning has been completed by the end of the eighth week of the evaluatee's regular assignment basis, unless extended by mutual agreement. In this initial planning conference, the evaluator and evaluatee shall cooperatively plan to establish objectives and related activities (tasks, experiences, projects) that shall:

- a. Relate reasonably to the duties and responsibilities of the job class;
- b. Be consistent with and reinforce the goals and mission of the unit/school/District;

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- c. Elicit behavior related to selected dimensions of the job class;
- d. Focus directly on and emphasize the identified areas for development; and
- e. Provide opportunities for overall professional growth and broadening of experience.

If the employee and evaluator are unable to reach agreement upon the content of the objectives, and the employee is dissatisfied with the evaluator's determination, the employee may note on the Initial Planning Sheet that the objectives were not the product of mutual agreement. In such cases, the employee's required signature indicates only receipt and acknowledgment of the objectives that will be used for evaluation purposes.

During the school year, if performance problems develop or if constraints are identified which will affect the evaluatee's progress toward meeting the established objectives, the objectives may be modified. Either the employee or the evaluator may initiate discussion toward such a modification.

3.0 Assessment and Assistance: If performance problems and/or areas of needed improvement are identified, the evaluator shall counsel with the evaluatee, make recommendations for improvement, and offer assistance to help improve the evaluatee's performance. Records shall be made relating to recommendations, assistance given, and advisory conferences, and copies promptly given to the evaluatee for guidance and as a warning to improve performance.

3.1 Peer Participation and Support: It is recognized that peer participation and support are an appropriate part of each employee's professional development. Peer support and assistance should continue to be made available to employees. Such support may also be made available to employees as part of an improvement program pursuant to this Section.

3.2 Peer Assistance and Review: A process has been developed to provide neutral, non-judgmental and remedial assistance to bargaining unit members for the purpose of improving their performance. See Appendix A for the Peer Assistance program.

4.0 Final Evaluation: The evaluator and evaluatee shall hold a final summary conference to discuss the Final Evaluation Report. The summary conference shall be held, and a copy of the Final Evaluation Report provided to the employee no later than May 10 of the school year in which the evaluation occurs. This report shall become part of the employee's official District personnel file.

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The evaluator shall provide the evaluatee a description of those areas in which performance was rated “below standard” including notation of specific deficiencies, recommended ways to improve performance, and assistance to be given to improve performance. This information shall be attached to the Final Evaluation Report.

4.1 Procedures for Written Response: The evaluatee shall have the right to respond in writing to the performance evaluation within ten working days from date of receipt of the Final Evaluation Report. Such response shall be attached to each copy of the Final Evaluation Report and shall become part of the evaluatee’s permanent personnel file.

4.2 Compliance with Policy Bulletins: The evaluator and evaluatee shall comply with all requirements of then-current District policy bulletins pertaining to performance evaluation and professional development. The District retains authority to determine and change the content of such bulletins, but if the bulletin conflicts with this Article, this Article shall prevail.

4.3 Rating of Employee Upon Resignation: In the event an employee gives notice of an intention to resign, the employee may request an evaluation on the form for the regular Final Evaluation Report. This evaluation shall be completed prior to the effective date of the resignation, provided the employee has made the request at a time which reasonably permits the evaluator to do so.

4.4 Grievances: Evaluation matters are not grievable under Article VII except when the final overall evaluation is ranked “Below Standard”. However, if an overall evaluation of “Meets Standards” is issued, but there is a significant disparity between such rating and the composite of negative individual ratings or comments on the form, the evaluation shall be subject to grievance on the same basis as an overall “Below Standard” evaluation.

It is acknowledged that many of the above evaluation rules are intended solely as procedural guidelines. In grievances under this Section, it is therefore intended that there be a distinction between harmless procedural errors as compared to violations which materially prejudice the substantive validity and reliability of the evaluation.

5.0 Employee Protections Regarding Personnel Files: The District shall not place in an employee’s official District personnel file any document or written material from any source outside the line/staff relationship (including written summary of verbal information) indicating criticism of the employee’s performance or character, unless the following procedures have been complied with:

- a. Except for unusual circumstances reasonably justifying other handlings, the employee will be furnished a copy of the material within ten (10) days of the immediate Administrator’s receipt of the document. The employee

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shall be given an opportunity to review the communication and to respond in writing within ten (10) days.

b. If after review of the response and other pertinent factors and findings, the District decides to retain the critical material, it may not do so unless the employee's rebuttal statement, if any is offered, is attached to the material.

c. Material that is determined by the District to be irresponsible or trivial may be excluded from the file, but inclusion of material in the file shall not be treated as establishing its truth or validity. Anonymous derogatory correspondence shall not be placed in said file.

d. Exempt from disclosure to the employee are documents which (1) are references obtained from outside the District or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedures, or (3) were obtained in connection with a promotional examination.

The substance of the critical material is not subject to the grievance procedure unless and until the material is relied upon to support a grievable disciplinary action such as an Unsatisfactory Notice, Suspension, or overall Below Standard Performance Evaluation. In addition, the substance of the critical material is grievable if the critical material is relied upon to support a demotion, subject to the conditions of Section 9.3 below.

6.0 Notice of Unsatisfactory Service or Act, and Suspension: A Notice of Unsatisfactory Service, and/or Suspension from normal duties for up to 15 working days without pay, may be given for cause at any time. Except in emergencies, the imposition of any such action must be preceded by a conference between an appropriate administrator and the employee if the employee is available. The employee in such circumstances shall be notified of the right to be accompanied and represented at the conference by an AALA representative or any other person of the employee's choice so long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the conference.

When an administrator has a conference with an employee where it is evident at the time the meeting is scheduled that the employee is the focus of possible disciplinary action, the employee shall be notified of the purpose of the meeting before the meeting takes place, and that it is the employee's right to be accompanied and represented by an AALA representative or any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, the right shall not extend to routine conferences or to any conference conducted under the evaluation

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procedures except for a final conference involving a “Below standard” rating. The concept of “progressive discipline” is to be generally applicable, but with the understanding that circumstances may make progressive discipline inappropriate. The prohibition of disparate treatment is also generally applicable but with the understanding that reasonable diversity and local practice are to be expected. Following the issuance of a Notice of Unsatisfactory Service or Act(s), the employee shall be provided with assistance and guidance.

Suspensions are subject to the following limitations:

- a. If the suspension is for more than three days, the imposition of the fourth and succeeding days shall be deferred until the suspension has become final (i.e., when the grievance process, if invoked, has been completed); and
- b. The salary effects of suspension without pay shall be deferred until the suspension has become final.

A Notice of Unsatisfactory Service or Act(s) and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act(s) and/or suspension was issued.

When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to copies of the Notice retained by the District.

7.0 Accountability: In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of supervising teaching methods, instruction, and delivery of other school site services, employees who receive a “below standard” evaluation or Notice of Unsatisfactory Service shall be ineligible for the following: For a period of one year from issuance

- a. Voluntary transfers
- b. Acting as a peer assistance representative or Mentor for the District or AALA
- c. Permissive leaves

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- d. Summer School assignments
- e. Extra pay assignments

8.0 Consideration of Notice In Examinations and Assignments: A copy of any Demotion, Below Standard performance evaluation, Notice of Unsatisfactory Service or Act(s) or Suspension (including attachments and responses) which has been issued to an employee shall be placed in the employee's examination folder and shall be made available to all members of examination committees whenever an employee becomes a candidate for any promotional position, subject to the following conditions:

a. The Notice was issued not more than four years prior to the examination's filing deadline.

b. In the event that a grievance (pursuant to Article VIII of the District - AALA Agreement) relating to a Notice issued to a promotional candidate is in progress, the Notice shall not be included in the examination process pending the final resolution of the grievance. The candidate shall participate in all phases of the examination for which qualified, but shall not be placed on the eligible list until the grievance is resolved.

c. If the Notice is ordered withdrawn through the grievance procedure, the Notice will be removed from the candidate's record of service and will be withheld; if qualified for the eligible list following the examination process, the candidate shall be placed on the eligible list and will be eligible for assignment.

d. If the grievance is not resolved in favor of the candidate, the Notice will be retained in the candidate's record of service and shall be made available during the examination process. In addition, the candidate shall be ineligible for further participation in the examination process and in any other examination process and in any other examination process as provided in section e below.

e. If a Below Standard Performance Evaluation, or a Notice of Unsatisfactory Act(s) and/or Suspension has been issued to an employee, such employee shall be ineligible for participation in any promotional examination process for one calendar year following the issuance of such a Notice. If a Demotion or Notice of Unsatisfactory Service is issued, the period of ineligibility shall be two calendar years.

Whenever an assignment is to be made, the appointing authority shall be provided a copy of any Notice, under the applicable terms and conditions as set forth above prior to any action being taken to fill a position.

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9.0 Demotions and Dismissals

9.1 Procedures Governing Demotions and Dismissals: Employees who are in regular status in their classification and who are the subject of a proposed District action to demote or dismiss shall be subject to the following procedural due process rights:

a. The District shall first advise the employee in writing of the specific reasons and/or actions which underlie the recommended demotion/dismissal.

b. Upon written request submitted within five (5) working days of the date of the writing referenced in 9.1a, the employee shall be granted the opportunity to prepare a written and/or oral response to such reasons and/or actions, and also the opportunity to meet with the head of the organizational unit or his/her designee to which the employee is assigned. The purpose of this meeting is to discuss the recommended demotion/dismissal and to permit the employee an opportunity to present any relevant statements or documents. The meeting will be scheduled to take place within three (3) working days of receipt of the written request. The employee may bring a representative to the meeting for advice and counsel. Non-availability of the employee or representative for more than a reasonable time shall not delay the recommendation from going forward. Following the meeting, a conference summary shall be prepared and a copy furnished to the employee within three (3) working days from the conclusion of the meeting. The conference summary will include a statement as to whether it is the District's intent to pursue the recommendation to demote/dismiss the employee.

c. Within five (5) working days from the date the employee receives the conference summary referenced in 9.1b, the employee may file a written appeal to the Superintendent of Schools who shall schedule an informal hearing to be conducted by the Superintendent or his/her designee. The purpose of the informal hearing is to discuss the recommended demotion/dismissal and to permit the employee an opportunity to present any relevant statements or documents. The meeting will be scheduled to take place within three (3) working days of receipt of the written request. The employee may bring a representative to the meeting for advice and counsel. Non-availability of the employee or representative for more than a reasonable time (defined as no more than five (5) working days) shall not delay the recommendation from going forward. The Superintendent or his/her designee shall issue a written statement within three (3) working days from the date of the hearing stating whether the recommendation for demotion/dismissal will be submitted to the Board of Education.

d. If the action to be taken is dismissal, further proceedings are

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governed by statute and are beyond the scope of this Section.

9.2 Grievances: Grievances arising under this Section are limited to alleged violations of the above procedures. However, the arbitrator may, if it is found that the procedural defect was substantial and prejudicial to the employee, require that appropriate action be taken to correct the process including Superintendent and/or Board reconsideration of the case after correction of the defective procedure.

9.3 Relationship to Other Proceedings: Demotions or dismissals may be imposed independently of the evaluation/discipline/critical material provisions of Section 1-6 of this Article. Such evaluation/discipline/critical material shall not be regarded as a pre-condition for demotion or dismissal. The outcome of a grieved evaluation, suspension, critical material or Unsatisfactory Notice does not control the outcome of a demotion or dismissal, but may be considered as part of the final decision under this rule. Also, certain general procedural requirements (e.g., the provision for annual re-evaluation, and the provision for recommended improvement and assistance) are based upon the assumption that the employee is to be retained and continued in his or her administrative assignment. However, such requirements are applicable only to employees being retained, and do not insulate employees from demotion or dismissal.

10.0 Compulsory Leaves, Statutory Suspensions and Dismissals: Matters related to compulsory leave of absence, suspension of an employee on grounds of mental illness, and dismissal shall be in accordance with applicable legal requirements.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURES

1.0 Grievance and Arbitration Procedures

1.1 Grievance and Parties Defined: This grievance procedure is applicable to grievances arising under, and subject to the limitations contained within, the following:

- a. Article II, Sections 2.0 and 3.0;
- b. Article III;
- c. Article VI;
- d. Article VII, with the exception of Sections 3.1, 3.2, and 10.0;
- e. Article VIII;
- f. Article IX, Section 4.0;
- g. Article X, 1.3;
- h. Article XI;
- i. Article XII;
- j. Article XIII except Section 7.0;
- k. Article XV;
- l. Article XVI; and
- m. Any Article or provision so indicated elsewhere in the text of the Agreement, and subject to any exclusion or limitation indicated elsewhere in the text of this Agreement.

A grievance is defined as a claim that there has been a violation of one of the above referenced Articles and Sections and that by reason of such violation the grievant's rights under the Article or Section have been adversely affected. Grievances as so defined may be filed by:

- a. Any employee.
- b. AALA on behalf of an employee with written approval of the involved employee(s). When filing a grievance on behalf of an individual employee, AALA must identify the affected employee. When filing a grievance on behalf of a group of employees, AALA need not specify the names of the affected employees, but must describe the group so that the District has fair notice of the nature and scope of the claim and can then ascertain the names of the affected employees.

1.2 All matters and disputes which do not fall within the above definition of a grievance are excluded from this procedure, including but not limited to those matters for which other methods of adjustment may be provided under the Education Code, such as dismissals and reductions in force under certain circumstances.

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1.3 If the same or essentially the same grievance is filed by more than one employee, one grievance may, upon proper notice from AALA, be processed on a representative basis on behalf of the other grievants. The final determination shall apply to all such grievants.

1.4 The respondent in any grievance shall be the District itself rather than any individual administrator.

1.5 Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any District action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed, including the applicable portion of the 15-day period preceding the filing of the grievance.

1.6 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of a defense that the matter is not arbitrable or that it should be denied for other reasons which do not go to the merits.

2.0 Representation Rights: The grievant may represent himself/herself or may be accompanied and/or represented by an AALA representative at all grievance meetings. The District respondent shall have the right to be accompanied by another District representative. By mutual agreement of AALA and the District, other persons such as witnesses may also attend grievance meetings.

3.0 Released Time for Employees and AALA Representatives: Grievance meetings will be scheduled by the District at mutually convenient times and places during District business hours, and so as to minimize interference with the instructional program. Reasonable employee release time, including necessary travel time will be provided to the grievant, to an AALA representative (if a District employee) if one is to be present, and to any witness (if a District employee) who attends by mutual agreement. Such persons shall also be provided mileage reimbursement. Similar provisions will be made for arbitration hearings.

4.0 Confidentiality: In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither AALA, the District, the grievant nor any person acting in connection with any of them shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearings. If the grievant or AALA violates the above confidentiality requirement, the grievance shall be dismissed with prejudice. If the District violates the above confidentiality requirement, the grievance shall be deemed sustained, subject to a hearing limited to the issue of appropriate remedy.

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5.0 Effect of Time Limits: If a grievance is not processed by the grievant or AALA at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. The District shall respond in writing in a timely manner, as provided in this Article. If the District fails to do so, the grievance is deemed denied and the grievant may proceed to the next Step or to arbitration under Section 11.0. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

6.0 “Day” Defined: A “day”, for purposes of this Article, is defined as any day of the calendar year except Saturdays, Sundays and legal or school holidays.

7.0 Informal Conference: Prior to filing a formal grievance, the employee shall make a reasonable attempt to meet to resolve the dispute by means of an informal conference with the appropriate administrator. This requirement, however, will not set aside the time limits required under Step One.

8.0 Step One: A formal grievance must be filed within 15 days after the grievant or AALA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based. The grievance must be presented in writing by completing the appropriate grievance form. If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator to grant, the grievant may initiate the grievance with the responsible administrator who has such authority.

a. A meeting between the grievant and the appropriate administrator shall take place within five (5) days from the date of the presentation of the grievance. The administrator shall reply within five (5) days following the meeting. The receipt of such reply will terminate Step One.

9.0 Step Two: If the grievance is not resolved at Step One, the grievant may, within five (5) days after the termination of Step One, present the grievance to the appropriate Superintendent or designee. A meeting shall take place within five (5) days of the presentation of the grievance. The appropriate Superintendent or designee shall reply within five (5) days following the meeting. The receipt of such reply will terminate Step Two.

10.0 Step Three: (To be bypassed if the Deputy Superintendent was involved in Step Two). If the grievance is not resolved at Step Two, the grievant may, within five (5) days after termination of Step Two, present the grievance to the Deputy Superintendent or designee. A meeting shall take place within five (5) days of the presentation of the grievance. The Deputy Superintendent or designee shall reply within five (5) days following the meeting. The receipt of such reply will terminate Step Three.

11.0 Request for Arbitration: If the grievance is not settled at the

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above Steps, AALA, with the concurrence of the grievant, may submit the matter to arbitration by a written notice to the Office of Staff Relations within five (5) days after termination of the last Step above.

12.0 Selection of Arbitrator: Within seven (7) days of receipt of the request for arbitration, AALA and the District shall meet to select an arbitrator. The arbitrator shall be jointly selected by AALA and the District, or shall be selected alternatively striking names from the list of arbitrators agreed upon by AALA and District and maintained in the Office of Staff Relations. The District and AALA shall mutually agree to a list of no less than five and no more than ten arbitrators. This list shall be updated/modified by mutual agreement.

a. When the District and AALA are selecting an arbitrator from their mutually agreed upon list of arbitrators, if an arbitrator selected is unavailable for a hearing within sixty days, the parties shall contact the next remaining arbitrator in reverse order of striking until one is selected to serve within sixty days, unless it is mutually agreed to extend the time requirement.

b. The arbitrator shall serve as the Chair of a three member arbitration panel, with the other two members to be appointed directly by the District and AALA respectively. All rulings and decisions will be made by majority decision of the panel.

13.0 Scheduling Hearings: A hearing shall be scheduled within sixty days from selection of the arbitrator, but shall not be scheduled during off-track time except by mutual agreement. Also, by mutual agreement, grievances may be submitted to expedited arbitration.

Expedited arbitration will involve a hearing within ten days following selection of the arbitrator, with no transcripts, no briefs, and with a summary letter award to be issued within five (5) days of the close of the hearing. Expedited cases shall, in all other respects, conform to the provisions of this rule.

14.0 Optional Preliminary Hearing: If the District claims the grievance should be dismissed for reasons that do not go to the merits of the grievance, such as 1) breach of confidentiality, 2) matter beyond scope of procedure, 3) mootness, or 4) untimeliness, the District may cause its claim to be heard and ruled upon by the panel prior to a hearing on merits. If AALA claims that the grievance should be sustained because the District has allegedly violated confidentiality, it may also invoke proceedings under this provision. If either party plans to invoke this separate preliminary hearing, it shall so advise the other party prior to the selection of an arbitrator. Immediately after selection for the preliminary hearing, either party may require, by written notice, that a different arbitrator be selected to hear the merits in the event that the preliminary hearing does not result in dismissal of the grievance.

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a. There shall be at least fifteen (15) days between the panel's decision on the preliminary matter(s) and any hearing on the merits (or on remedy in the case of a breach of confidentiality claim raised by AALA).

b. The preliminary hearing is optional to the party having the right to invoke it. If not utilized, the party shall not be precluded from raising its arbitrability defenses (or breach of confidentiality claim) at the regular hearing, provided that it gives the other party reasonable notice of its intention to do so. Both AALA and the District shall retain all rights they have under law to pursue issues relating to arbitrability, or non-arbitrability, of a grievance.

15.0 Documents and Witness Lists: Either party may request from the other the right to review and copy at the requesting party's expense, non-privileged documents relevant to the grievance. If the other party disputes the request, the arbitrator shall determine the issue. The parties shall exchange lists of intended witnesses at least five (5) days prior to the first hearing date.

16.0 Conduct of Hearings: Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the panel, the parties' representatives and witnesses as scheduled. In cases involving below-standard evaluations or disciplinary action, the District shall proceed first in providing evidence.

17.0 Limitations Upon Arbitrators: The arbitration panel shall have no power to alter, add to, or subtract from the provisions of this Agreement, but shall only determine whether a specific Article/Section has been violated as alleged in the grievance and, if so, what the remedy should be within the meaning of the applicable contract provisions. Past practice of the parties in interpreting and applying the provisions of the Agreement, or of predecessor Board Rules, may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification or addition to this Agreement.

18.0 Effect of Arbitration Award: the arbitration panel's decision shall be final and binding upon the grievant(s), AALA and the District. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision. A final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s), AALA and the District in any subsequent proceedings, including disciplinary and termination proceedings. This grievance procedure shall be the employee's and AALA's sole and final remedy for any claimed violation of this Agreement. The arbitration award shall be issued within sixty days following the final submission of any brief.

19.0 Expenses: All fees and expenses of the arbitrator shall be shared equally by AALA and the District. Each party shall bear the expense of presenting its own

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case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription as well as the copy.

20.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

21.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so.

22.0 Overpayment Grievance Procedure

a. The District or employee identifies overpayment or underpayment.

b. District notifies employee and AALA and recommends a recovery plan.

c. If there is no response or objection within 10 working days from the date of mailing of the notice, the District will implement its recommended recovery plan.

d. If the employee or AALA makes one of the following objections in a timely manner: denies money owed; questions the amount to be recovered; or objects to the payment plan, a meeting by the employee and/or AALA will be conducted with the District to resolve the objection and determine the recovery plan. If there is no agreement, the employee or AALA may file a grievance regarding the recovery such grievance must be filed within 15 working days following written notice by the District that the discussion process has been exhausted. If a grievance is not timely filed, recovery shall go forward as proposed by the District.

e. The grievance procedure shall be conducted pursuant to this Article.

f. Recovery of payments shall be suspended during the grievance procedure.

ARTICLE IX

ADMINISTRATIVE ASSIGNMENTS AND TRANSFERS

1.0 Administrative Staffing Procedures

1.1 Application: This Section is generally applicable with the exception of LEARN schools, SBM schools, Charter schools and other schools which have alternative staffing procedures. These schools have administrative staffing procedures based on local decision making which were not the subject of collective bargaining. Staffing procedures for such schools are located in the Local Districts. However, administrators in such schools may elect to use the provisions of this rule to transfer to other schools. The provisions of this Section shall apply to any school within its scope notwithstanding any other Article/Section to the contrary.

1.2 Administrative Vacancies/Openings: Administrative vacancies/openings occur as a result of the following:

- a. Resignations/retirements;
- b. Formal leaves of one semester or more, where the incumbent is not expected to return;
- c. Transfers;
- d. Promotions/demotions;
- e. New/growth positions; or
- f. Reassignments, e.g., return to a former classification or to another position for which qualified.

To assist in the early identification of vacancies/openings, and to ensure a smooth transition as well as to provide for continuity of leadership at the work location, employees shall submit their requests for resignation, retirement and/or leave to the immediate supervisor for forwarding to the Human Resources Division no later than forty-five (45) calendar days prior to the effective date of the resignation, retirement and/or leave.

1.3 Administrative Assignments: When making administrative assignments, the District shall consider qualified employees in the categories listed below with priority categories a – c considered before categories d – f.

- a. Returns from leave;
- b. Transfers (District Initiated and Employee Initiated pursuant to Sec 1.7 and 1.8 below);
- c. Reassignments (change of position at the site);
- d. Eligible list appointments;
- e. Limited Action and Special Class appointment;
- f. Substitute acting appointments.

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1.4 When making administrative assignments, consideration shall be given to local school community instructional program needs, and other district needs. Examples of factors that shall be considered are the employee's background, personal qualifications, special skills, experience and previous assignments. Consideration shall also be given to the employee's personal preference.

1.5 To ensure a smooth and professional transition, the District shall inform administrators as soon as possible of the date and location of their new assignment.

1.6 With respect to non-LEARN/SBM openings which occur after the established posting dates, the District will provide notification to AALA of such openings in a timely manner. Such openings will not be filled earlier than two weeks from the date of notification. Both parties agree that there are certain exceptional vacancies, which the District, based on special circumstances or determined needs, must fill immediately without waiting to consider potentially interested transferees.

1.7 District Initiated Transfers: The District may transfer employees when such action is deemed to be in the best interest of the educational program of the District. The employee shall be informed and definitive reasons for the transfer will be given during the conference held with the employee prior to the change of assignment. Written reason(s) for such transfer shall be supplied to the employee upon the employee's request.

1.8 Employee Initiated Transfers: Employees who have served for three consecutive years at a school in the same classification may request a transfer on the appropriate transfer form. Employees may request a transfer to a specific location or unit/local district. Transfer requests by the employee may be submitted at any time, but no later than May 15 for a Fall assignment and November 15 for a Spring assignment, to the current administrative supervisor who shall forward the request to the Human Resources Division. The request shall then be forwarded by the Human Resources Division to the appropriate administrative supervisor for consideration.

a. Such transfer requests do not require that there be a known vacancy or opening at the time the requests are filed. Such requests shall be retained for assignment during the following semester, but may be renewed by the employee. To assist employees in requesting transfers, the following posting procedures shall be followed:

b. By May 1, the District shall post a list of known administrative vacancies (see e below) for the fall semester.

c. By November 1, the District shall post a list of known administrative vacancies (see e below) for the spring semester.

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d. The administrator vacancies shall be posted in the Administrative Assignments Unit in the Human Resources Division. Posting shall include the classification title, work location, assignment basis, salary schedule, effective date of the assignment and the name of the contact person. Copies of the above lists shall be forwarded by the Human Resources Division to AALA at the time of the posting. AALA shall be responsible for disseminating the information to its unit members. In addition, the District shall be responsible for disseminating the information to its unit members. In addition, the District shall inform AALA of known vacancies which occur after the above posting dates but prior to the start of the Fall/Spring semester.

e. When an employee requests a transfer for two consecutive years, a formal review of the application will take place by the Office of the Superintendent, and priority consideration will be given such applicants including individuals serving in locations far from their residence.

f. In granting an employee-initiated transfer request, administrative seniority shall be considered as a factor, and when the District does not transfer the most senior qualified administrator requesting a transfer, the District shall, upon written request from that administrator, inform the administrator in writing of the reason(s) for denying the administrator's request.

g. In order to provide stability and continuity of leadership at school sites, the District may fill unanticipated vacancies without consideration of the above transfer procedures once schools have been staffed for the semester or year.

h. A personalized response will be sent from the Human Resources Division to the applicant with a copy to the Office of the Superintendent when a decision is made not to honor the transfer request or the applicant is not selected for a position at school with staff selection options

1.9 Review Procedure: Any employee who has concerns regarding a transfer may discuss the matter with the administrator making the assignment. The employee may be accompanied by a representative. The administrative staffing procedures described in this article herein are not subject to the grievance/arbitration process.

2.0 Change of Service Assignment

a. A "change of service assignment" shall be defined as a change from the classified service to the certificated service by a classified employee of the District, other than one with relief, substitute, provisional, or part-time

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status only, who enters the certificated service through the regular competitive procedures.

b. An employee who is assigned to a position on A basis in the certificated service shall carry over all unused vacation balances earned as a classified employee. Prior service as a classified employee shall be computed in determining eligibility for vacation privileges in accordance with rules for the certificated service.

c. An employee assigned under this Section shall be allocated to the rate of the salary schedule equal to next above the employee's last regular salary rate or the maximum rate of the new schedule, whichever is lower.

d. A classified employee who has permanent status in a class which has been abolished because the services described in the class are determined to require certification qualifications may be assigned without examination to probationary or qualifying status in the class in the certificated service which is determined by the Human Resources Division to be equivalent to the abolished class in the classified service. If such assignment is made, the employee shall receive the benefits provided in this Section.

3.0 Voluntary Return to Former Class: The provisions of this Section apply to a certificated management employee who voluntarily desires to return to a former lower or higher class. Approval of such return may be granted at the discretion of the District.

An employee shall be eligible for reappointment to any former class subject to the following conditions:

a. Status in the class for which requesting reappointment must have been other than substitute acting or limited acting, or other than substitute eligible status unless such substitute eligible status was active for 60 days for which salary was received.

b. The application requesting reassignment shall be properly filed by the employee at least four calendar months prior to the requested date of reassignment and not later than four years and eight months from the last date of status in the class to which reassignment is requested.

c. For voluntary return to a former higher class, the appointment may be made within a period of five years from the last date of status in the class to which reassignment is requested unless two offers of reassignment are not made prior to the expiration of the five-year period. The Superintendent may approve an exception to this five-year period. For voluntary return to a former

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lower class, such time limit shall not apply.

d. Refusal of two offers of reassignment shall cancel the privilege conferred by this Section.

4.0 The Release and Subsequent Reassignment of Personnel When Positions are Discontinued Because a Reduction in Force/Reassignment

4.1 Definition: The provisions of this Section shall apply whenever a reduction in force/reassignment occurs. A reduction in force/reassignment is defined as a reduction in the number of incumbents in a class because the number of incumbents exceeds the estimated number of positions in that class.

4.2 Order of Release: Except as provided in Section 4.3. a below, in case of a reduction in force/reassignment among certificated supervisory staff, employees shall be released from a class by status in the class beginning with:

- a. Substitute Acting employees, then
- b. Limited Acting employees, then
- c. Substitute Eligible employees, then
- d. Qualifying I employees, then
- e. Qualifying II employees, and finally
- f. Continuing employees.

4.3 An employee on position leave from another supervisory class shall be subject to release from such leave class pursuant to the provisions of this Section. Except as provided in Section 4.3 below, within each of the above class status groups, an employee with a later date of election to the status group shall be reduced before those with earlier dates of election. If a tie develops in determining the order of release, the employee shall be retained who has the earlier date of continuous assignment to a supervisory class. If a tie still exists, the employee shall be retained who has the earlier District seniority date. Remaining ties shall be broken by using the District seniority number.

a. In the case of substitute acting employees, those who have served for less than 130 days may be released within the substitute acting category based upon other than a later date of election provided, however, that all such employees will be released prior to substitute acting employees who have served for 130 days as well as all other status employees.

4.4 Reassignment/Displacement Rights: An employee who is released from a class shall be: (a) reassigned to a vacant position in the highest existing class in which the employee formerly held status (including substitute acting or limited acting status but only if service was for a period of 130 days of full-time paid

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satisfactory service); or (b) reassigned to a former class based on an earlier seniority date thereby displacing the most recently assigned incumbent in such class. Moreover, a released employee may be assigned from an Administrative Reassignment Pool to another position pursuant to Section 4.5 below.

4.5 Administrative Reassignment Pool: Those released employees not assigned pursuant to Section 4.4 above shall be placed in an Administrative Reassignment Pool for a period not to exceed 39 months from the date of release or until an assignment consistent with this process has been accomplished, whichever occurs first. While in the Administrative Reassignment Pool, an employee shall have access to the master list of administrative vacancies which shall be posted by the Human Resources Division no later than June 1 and which shall be updated on a monthly basis and more often as peak staffing periods throughout the school year. Administrative vacancies shall include the class title and salary schedule and designated contract person. Qualified employees in the Administrative Reassignment Pool, along with other qualified personnel may submit letters of interest to the designated contact person. All such applicants shall be considered (which may or may not include an interview). In making staffing decisions, first consideration shall be given to employees currently serving in certificated supervisory positions, including those in the Administrative Reassignment Pool. Upon approval of the appropriate unit/section/branch/division head, and after consultation with the employee, assignment may be in any unit in which there is a vacant position for which the employee is qualified. All applicants shall be notified as to the disposition of their application.

a. Employees in the Administrative Reassignment Pool may also be assigned, consistent with the above-referenced approvals, in any unit in which they can displace the most recently assigned incumbent of a class over which the employee has exercised supervision. Such displacement is to be on the basis of an earlier seniority date in a class paid on the same or higher salary schedule than that of the incumbent with a later seniority date.

If there is not sufficient time to determine an assignment or if no appropriate assignment match can be located, pursuant to Sections 4.4 and 4.5 above, before the beginning of the released employee's new assignment basis, the employee shall retain the right to have access to the Administrative Vacancies list and application process but shall be assigned in the appropriate tenure classification until additional assignment actions can be processed.

If the employee refuses to accept an assignment offered under this Section, the employee shall be assigned in the appropriate tenure classification until additional assignment actions can be processed.

4.6 Recall Rights to a Class: Employees who have served for 130 days of full-time satisfactory service in substitute acting status or in limited acting status and

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employees in substitute eligible, qualifying, or continuing status who are released from a class shall be placed on a reassignment list for the class in reverse order of release. Except as provided below, such list shall be used for assignments to the class before the use of any other list, and any name shall remain on the list for not more than 39 months from the date the employee was released from a position in the class. Employees in substitute acting status and limited acting status who are placed on a reassignment list shall not have preference for reassignment to a class if an eligible list is established unless they are on the eligibility list. The time between a layoff and return within the return-limit of 39 months will not constitute a break in service.

Each offer of assignment from this list shall be made to one of the first five available candidates except that a candidate whose name has reached the head of the list may not be passed more than four times before the candidate is offered an assignment. The name of a candidate will be deleted from the list immediately following the refusal of two offers of assignment.

If assignments are made in accordance with this Section to a class for which an eligible list exists, such list shall continue in effect after its expiration date until as many additional regular assignments have been made from the list as were employees appointed under this Section before the expiration date of such list. If an employee is assigned to a position in a special class and is later, without a break in service, placed in the corresponding regular class, the employee shall be considered to have been in such regular class from the first date of assignment in such special class.

ARTICLE X

DUTIES, RESPONSIBILITIES AND HOURS

1.0 Responsibilities, Rights, and Duties. The development and operation of educational programs of the highest quality are responsibilities of the Superintendent and of all certificated administrators. Administrators shall be held responsible for implementing and administering the policies, rules and regulations of the District, for implementing collective bargaining agreements, and for exercising independent judgment in the performance of all duties assigned. The duties required from each administrator shall meet the test of reasonableness.

1.1 Management employees shall be represented and shall participate in the development of District wide policies and procedures related to instruction and curriculum, school operations including staff and community relations, personnel, business services, and in such other areas as related directly to their assigned duties and responsibilities. Such representation shall be determined as follows: the association representing the administrators shall select one-third (1/3) and the District shall select two-thirds (2/3) of the representatives. In addition, administrators may propose agenda items for inclusion in local District/Division meetings.

1.2 The District recognizes that the responsibilities of administrators do not lend themselves to a defined workday or work week of rigidly established length. Each administrator is expected to devote the time necessary to get the job done. The hours required will vary from day to day and week to week, however, the hours required of the administrator should be reasonable. Matters related to wages, hours of employment and other hours and conditions of employment, shall be subject to negotiations.

1.3 In recognition of the "professional workday" described above, when the schedule of the administrator involves extended work hours on a given day, flexible work hours on a subsequent day may be taken with the prior approval of the immediate supervisor. Upon request of the administrator, the immediate supervisor must provide the administrator with a time within which to schedule the flexible work hours. Such time shall fall within fifteen (15) working days of the date of the administrator's request. Any failure by the immediate supervisor to provide such a time within the 15 days shall be grievable by the administrator. Nothing herein shall prevent the administrator and the immediate supervisor from scheduling flexible work hours at any time by mutual agreement. In scheduling the flexible work hours, the administrator and the immediate supervisor shall take the following into consideration:

- a. The absence of the administrator will not have a negative impact on the operation of the work site;

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- b. The District/Division/Unit has been notified of the administrator's flexible hours for the day;
- c. An administrative designee has been assigned to handle matters in the administrator's absence;
- d. The District/Division/Unit has been informed of the identity of the administrative designee;
- e. The administrative designee has been directed by the administrator to contact the administrator and/or District/Division/Unit in cases of emergency; and
- f. The absence may not exceed one-half of the administrator's work day except by mutual agreement.

If administrators are required to work on a holiday, such as Admission Day, compensatory time off on an hour-for-hour basis shall be granted within a reasonable period of time.

1.4 The specific duties applicable to each class of certificated administrators shall be determined in accordance with Section 35020 of the Education Code. A class description setting forth the duties assigned to each class shall be published by the Human Resources Division. The duties of the classes shall be reviewed at intervals of not more than four years. The Superintendent shall determine the extent of such review and the Human Resources Division, in conducting each review, shall include participation by employees in the class being reviewed.

2.0 Certification of Employees: Each certificated employee, except employees hired pursuant to Education Code Section 35029 and 35041, must have the credential(s) or permit(s) in force and on file in the Office of the County Superintendent of Schools which authorizes the specific service to be performed and prescribed.

All certificated employees are required to have on file with the County Superintendent of Schools prior to January 1st each year all valid credentials which they hold and renewals of such credentials which are not on file at that office. Credentials not on file at that time cannot be used in connection with reassignment of employees because of reduction in force for the following school year.

3.0 Assignment Authorization for New Certificated Employees: Administrators, except for the Child Development Division, shall not accept any new certificated employee, including a substitute, without authorization of the Human Resources Division.

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Assignment to Early Education Centers must be authorized by the Division of Early Education.

ARTICLE XI

LEAVES AND ABSENCES

1.0 General Policy for Leaves/Absences: A leave is an authorized absence from active service, for a specific period of time and for an approved purpose, with the right to return at the conclusion of the leave to the same classification and status but not necessarily to the same location. Leaves of absence with salary may be granted to an eligible employee pursuant to Sections 2.0 – 10.0 of this Article. Leaves of absence without salary may be granted to eligible employee pursuant to Sections 11.0 – 16.0 below.

1.1 Categories of Leaves: Leaves are either “permissive” or “mandatory.” As to permissive leaves, the term “may” is used and the District retains discretion as to whether such leaves are to be granted, and as to the starting and ending dates of such leaves. As to mandatory leaves, the term “shall” is used and the District has no discretion as to whether the leave is to be granted to a qualified employee. The term “formal leave” refers to any leave of more than twenty (20) consecutive working days in duration. Such leave must be applied of less than twenty-one (21) consecutive working days. Informal absence may be granted by the immediate administrator when the absence is anticipated to be five (5) working days or less. Informal absence for more than five (5) working days but less than twenty-one (21) working days may be granted upon the approval of the appropriate Superintendent or division head.

1.2 Eligibility Provisions: Employees with probationary and permanent District status shall be eligible for certain paid and unpaid leaves. An unpaid leave or absence may not be converted to a paid leave or absence, except in the case of pregnancy disability as provided in Section 7.0 below. No employee shall be eligible for a permissive leave from the District who has had three semesters of permissive leave during the six semesters immediately preceding the requested leave, except as provided in 12.0, 13.0 and 14.0 below. At the discretion of the Superintendent, a waiver from this limit, for one semester, may be granted. For purpose of the preceding eligibility provision, sixty-five (65) working days per semester on leave shall constitute a semester on leave.

1.3 Application for Permissive Leaves: Application for permissive leaves when absence is anticipated to be twenty-one (21) days or more shall be April 15 for the fall semester and November 15 for the spring semester. Exceptions may be made in the sole discretion of the District. Permissive leaves of less than twenty-one (21) days are informal absences and application shall be in accordance with Section 1.1 above.

1.4 Cancellation of Leave: A request by an employee for cancellation of a leave shall be granted if approved by the appropriate superintendent. The appropriate credential(s) required at the time the leave was granted must be

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maintained, or the leave terminates and the employee is subject to reassignment for termination, as appropriate.

1.5 Expiration of Leave: Two calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the District, the employee must notify the Human Resources Division of an intention to return, or request an extension of leave, if eligible. Failure by the employees to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service; an exception shall be made if it was impossible for the employee to give the required notice.

2.0 Bereavement Absence: An employee is entitled to a paid absence from the District, not to exceed three days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the absence commences within ten calendar days of the death. If more than one such death occurs simultaneously, the absences may be taken consecutively. If out-of-state travel is required and requested, an additional two days shall be granted. The employee's immediate family is defined as the following:

- a. Spouse or, for purposes of these Leave Sections only, a cohabitant who is the equivalent of spouse;
- b. Parent (includes in-law, step, and foster parent, and parent of cohabitant who is the equivalent of spouse);
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse);
- d. Child (including child of spouse, son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse);
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is equivalent of spouse);
- f. Brother;
- g. Sister; and
- h. Any relative in the employee's immediate household.

Bereavement is also granted for absence by reason of official notice in time of war that a member of the immediate family is missing in action, or official notice that a deceased member of the immediate family is being returned by the armed forces for internment in this country.

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Personal necessity absence in accordance with Section 5.0 below may be used in case of the death of a close friend or relative not included in the definition of immediate family in this Section.

3.0 Epidemic or Disaster Absence: An employee shall be allowed full salary for a period during which a school building or other place of employment is closed for reason of epidemic or disaster and the employee is not assigned to another school or location.

4.0 Illness Leave/Absence: An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

4.1 Accrual and accounting of illness absence credit shall be as follows:

a. Each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in an administrator position except salary received for sabbatical leave.

b. At the beginning of the pay period immediately preceding July 1, each active employee who has accrued fewer than the number of full-day illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days equals the equivalent to 100 days of full-day and half-pay illness absence days.

c. At the beginning of the pay period immediately preceding July 1, each active employee shall receive credit for full-pay illness absence hours, equivalent to one day for each pay period assigned, prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional absence hours until the negative balance has been restored.

d. An exception to the “active employee” requirement of paragraph c. will be made upon request once in each employee’s career to permit qualification for the annual full and half-pay illness absence hours, even though the employee is unable to report to work at the commencement of the employee’s annual assignment basis due to illness, provided the following conditions are met.

- (1) The employee holds probationary or permanent District status.

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- (2) The employee did not carry over any full-pay illness hours from the previous year.

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- (3) The employee has on file an illness leave request satisfying the certification requirements of this Section.

e. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the District the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability.

f. Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.

When an employee is absent under this Section and such absence is properly verified, an employee will receive full normal pay up to the total of full-pay days credited. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation.

The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 4.1 c. above. Pay for absence shall not be made in increments of less than .3 hours.

4.2 Certification of illness absence shall be as follows:

a. An employee who is absent shall be required to certify the reason for absence by submitting a completed Certification/Request of Absence for Illness, Family Illness, New Child Form (Form No. 60.ILL). The District shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability Section authorizing any compensation.

b. An employee absent from duty for any illness, injury, or other disability for more than five (5) consecutive working days shall be required to submit Form 60.ILL and a statement from the attending physician on letterhead attached to Form 60.ILL. Form 60.ILL shall be signed by the employee. An employee absent for more than twenty (20) consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.

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4.3 Return to service within 39 months: If a permanent employee resigns and returns within 39 months of the last day of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within twelve (12) calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.

5.0 Personal Necessity Absence: Subject to the limits set forth below, an employee shall be granted a paid personal necessity absence when the situations described below require the personal attention of the employee during assigned hours of service.

- a. Death of a close friend or relative not included in the definition of immediate family; “immediate family” for purpose of this Rule shall be as defined in 2.0 above.
- b. Death of a member of the employee’s immediate family, when time in excess of that provided in 2.0 above is required.
- c. Serious illness of a member of the employee’s immediate family.
- d. Accident involving the employee’s person or property or property of a member of the employee’s immediate family.
- e. Birth of a child to the wife of an employee, or adoption of a child by the employee.
- f. Religious holiday of the employee’s faith.
- g. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake.
- h. An appearance of the employee in court as a litigant; each date of necessary attendance as litigant must be certified by the clerk of the court; the employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena.

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- (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction.
- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Accounting and Disbursements Division.
- (3) The employee must return to work in cases where it is not necessary to be absent the entire day.

j. Conference or convention attendance pursuant to Section 10.0 below.

k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code.

l. Up to four hours of paid personal necessity leave (and up to thirty-six additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 or the Labor Code. The employee must notify the immediate administrator at least five working days prior to the absence. The administrator and employee must provide written verification from the school visited, upon request of the administrator or designee.

m. An employee shall be allowed up to six additional days of personnel necessity leave in any calendar year to attend to the illness of a child, parent or spouse of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for use of illness leave shall apply to this leave as well.

Use of illness leave as provided above shall not extend the maximum period of leave to which an employee is entitled under 16.0 below, Family Care and Medical Leave.

5.1 The following limits and conditions are placed upon allowing a personal necessity absence and personal necessity absence salary.

a. The total number of days allowed in one school year for such absence or absences shall not exceed six days for an employee eligible for illness absence salary.

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b. The days allowed shall be deducted from and may not exceed the number of accrued full-pay illness days to which the employee is entitled.

c. The personal necessity absence shall not be granted during a strike, demonstration or any work stoppage activities.

d. The employee shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity and to indicate the nature of such necessity. Such statement shall be filed with the immediate administrator no less than five working days in advance of a religious holiday or court appearance. The immediate administrator shall take whatever steps are reasonably necessary to become satisfied that a personal necessity within the limits of this Section did exist.

6.0 Industrial Injury or Illness Leave: An employee who is absent from District service because of an injury of illness or illness which arose out of and in the course of employment, and for which temporary disability benefits are being received under the workers' compensation laws, shall be entitled to a paid absence or leave under the following conditions:

a. Allowable leave/absence shall be for up to 60 working days for the same injury or illness.

b. Allowable paid leave/absence shall not be accumulated from year to year.

c. An employee absent under this Section shall be paid such portion of the salary due for any school month in which absence occurs as, when added to the temporary disability indemnity under workers' compensation and insurance provisions of the Labor Code, will result in a payment of not more than the employee's full normal salary. For employees with substitute status only, full normal salary shall be computed as set forth in the Personnel Policy Guide for Industrial Injury or Illness.

d. When an authorized leave/absence continues into the next school year, the employee shall be entitled to only the amount of unused leave/absence due for the same illness or injury.

e. Each employee who has received a work-related injury or illness which requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury or illness on a form to be provided by the District. Submission of the written report and other procedures at the time of injury or illness shall be required as set forth in the Personnel Policy Leave Guide for Industrial Injury or Illness.

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f. If the employee was physically injured during an act of violence related to and during the performance of assigned duties, then the paid leave of absence may be extended beyond the initial sixty (60) days period. In order to qualify for such extension, the employee must have (1) reported the injury to the site administrator and appropriate law enforcement authorities within twenty four hours (24) of the occurrence if the employee was physically able to do so; (2) completed the Workers' Compensation Claim Form (DWC-1) and reported for treatment as required in "e" above; (3) submitted the Special Physical Injury/Alleged Act of Violence form to the Office of Risk Management and Insurance Services within thirty (30) days of the incident; and (4) applied in writing to the District for formal leave in accordance with Article XI, section 1.1, using a District's Leave of Absence form. Such application shall be filed with the immediate administrator as soon as the employee sees the need for such an extension so that the District has adequate time to review and process the leave prior to the effective date of the leave extension. Determination whether the injury was the result and an act of violence, and whether the act of violence was related to and during the performance of duties, (but not whether it is compensable under Workers' Compensation laws), shall be made in the reasonable judgment of the Office of Risk Management and Insurance Services. Determination whether the injury is disabling beyond the Sixty (60) day period and approval of the paid leave extension shall be contingent upon payment of temporary disability benefits received under the Workers' Compensations laws.

g. Upon exhaustion of the above-authorized industrial injury absence benefits, a disabled employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal pay.

h. An employee absent under this Section shall remain within the State of California unless the District authorizes the travel outside the state.

7.0 Pregnancy and Related Disability Leave/Absence: Employees shall be granted paid and unpaid leaves/absences under this Section as follows:

a. Paid Disability Absence: An employee shall be permitted to utilize illness absence Section 4.0 above for that period of time during which the employee is physically disabled and unable to perform regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom.

b. Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave pursuant to Section 12.0 below and still qualify for paid absence during the period of disability. This

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is the only exception to the general provision that paid leaves may be taken only from active status.

c. Physician Certification: A pregnant employee shall be permitted to continue on active duty until such date as the employee and the employee's physician determine that absence is necessary due to pregnancy disability, provided that the employee can and does continue to perform the full duties and responsibilities of the assigned position. The employee must also supply to the District the physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and the physician's release to return to active duty.

8.0 Official Government Order Leaves: Payment of salary shall be made for any necessary absence by the employee due to government order from another governmental jurisdiction which has not been brought through a voluntary action on the part of the employee as provided below:

a. For service on a commission on professional competence pursuant to Education Code Section 44944 and in accordance with Education Code Section 45047.

b. For any appropriate military leave/absence in accordance with the provisions of the Education Code and Military and Veterans Code;

c. For response to a subpoena duly served, when other than a litigant, to appear in a case before a grand jury, in a criminal case before a State court, or in a civil case in a court within the county of residence. Paid leave may be granted for the days of court attendance as certified by the authorized officer of such court or grant jury, or by the attorney for the litigant in the case. Where witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.

d. If an employee is summoned to involuntary jury duty in Federal or State court (includes County and Municipal courts), he or she shall notify the immediate administrator of such summons.

(1) At the employee's request, the District and the employee shall jointly seek deferral of the obligation so that it can be performed on the employee's non-work time (outside of the employee's assignment basis). In order to receive paid absence or leave, for up to 20 working days, the jury service must commence during the employee's non-work time and thereafter unavoidably run into the employee's work time, subject only to such exceptions as may be

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determined by the District. For employees assigned on A Basis the employee and the District, at the employee's request, shall jointly seek exemption from jury service. If denied exemption, the District and the A Basis employee shall request that the days of jury service be restricted to 10 consecutive days, whenever possible. After exemption is petitioned and request is made for the 10 consecutive days restriction, and denied, a paid absence or leave shall be granted up to 20 working days subject to exceptions as be granted up to 20 working days subject to exceptions as may be determined by the District.

- (2) As for Federal court jury service, if the court denies the deferral request and requires service during the employee's work time or, for A Basis employees, if the court denies request for exemption, paid absence shall be granted.
- (3) All jury fees received while on District-paid status shall be remitted to the Accounting and Disbursements Division.

9.0 Sabbatical Leave: Within the semesters of leave budgeted for this purpose, a permanent employee may be granted a sabbatical leave for study or educational travel provided the employee:

- a. Holds permanent status in the District and has completed a two-year qualifying period in the class from which the sabbatical leave is taken; if a qualifying period in the class has not been completed, the employee will be placed on leave from the most recent class in which continuing status was earned;
- b. Has completed satisfactory certificated service for at least seven consecutive school years in the District immediately preceding the effective date of the sabbatical leave, not more than two years of which may be in District substitute status;
- c. Signs an agreement to study or travel according to a plan acceptable to the District;
- d. Agrees to receive one-half of the applicable basic salary less appropriate deductions and differentials; salary shall be based on the salary of the class from which the leave is taken in accordance with paragraph a;
- e. Agrees to render full-time certificated service in permanent and paid status immediately following the sabbatical leave which is equal to twice

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the length of the leave during a period not to exceed four times the length of the leave;

f. Furnishes an indemnity bond satisfactory to the District to cover a bonding period from the beginning date of the sabbatical leave to the end of the post-sabbatical service requirement; and

g. Reimburses the District for all sabbatical salary and benefits received in the event of non-compliance with any of the sabbatical leave regulations except for reason of death or physical or mental disability.

9.1 Sabbatical leave applications shall be filed by April 15. Leave applications shall be considered on a priority basis which shall be determined by the number of semesters served in the District or served since the last sabbatical leave, whichever is applicable. A semester served shall be defined as a semester during which the employee was assigned full time to active duty for at least 65 days. When a tie develops in determining applications to be approved, the employee with the lower District seniority number shall be granted the sabbatical leave. Exceptions to the above priority basis may be made by the Human Resources Superintendent for employees to engage in approved full-time doctoral study.

9.2 Interruption of the program of study or travel caused by serious injury or illness during a sabbatical leave shall not be considered as failure to fulfill the conditions of study or travel upon which such leave is granted. Such interruption shall not affect the amount of compensation to be paid such employee under the terms of the sabbatical leave agreement, provided notification of illness or injury verifying the interruption of the program due to serious injury or illness is submitted by registered or certified mail at the time of illness/injury, or as soon as possible thereafter, to the appropriate assignment office. A sabbatical leave may not be changed to an illness leave before the expiration date of the sabbatical leave.

9.3 A sabbatical leave may be cancelled prior to the effective date of the leave and converted to a resignation, return to duty, or other type of leave if approved by the assignment office. Such request must be submitted in writing. After the sabbatical leave commences, it may be converted or reduced to another type of leave other than illness or other paid leave, and sabbatical salary received may have to be refunded. An employee who is unable to complete sabbatical leave requirements, due to causes deemed by the Human Resources Division to be beyond the employee's control, may receive compensation on a prorated basis. After the sabbatical leave commences, it may be converted to a personal leave effective with the beginning date of the sabbatical leave, but sabbatical rights will be forfeited for the following school year. An employee who cancels a sabbatical leave after it commences may request a return to duty, but sabbatical rights will be forfeited for the following year and sabbatical salary received must be refunded. An employee may apply for an exemption

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from any provision of this paragraph on grounds that an emergency exists, and the Chief Human Resources Officer may, thereupon waive any part of this paragraph to permit the employee to return to service in the District without loss of sabbatical rights, but any sabbatical salary received must be refunded.

10.0 Conference and Convention Attendance: An informal paid leave of absence may be granted for attendance at conferences and conventions sponsored by professional instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the following conditions:

- a. Attendance leads directly to the professional growth of the employee and the improvement of the educational program of the District.
- b. The attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention.
- c. The attendance must not result in unnecessary duplication of participation by District personnel.
- d. The attendance must not necessitate the reimbursement of any expenses by the District to the employee except as provided in accordance with Board Rule 1501.

A written or oral report of the conference may be requested by the appropriate administrator or superintendent.

Approval of the leave is contingent upon the recommendation of the appropriate superintendent.

For conference or convention attendance that meets the standards above, but is not approved for paid leave pursuant to this Section, the employee may use personal necessity leave under Section 5.0.

11.0 Disability Leave: An unpaid disability leave will be granted on request to a probationary or permanent employee who has been awarded State Teachers' Retirement Disability benefits. Such leave shall be extended for the term of the disability but not more than 39 months from the effective date of the disability benefits, or until the effective date of service retirement, if applicable, whichever is first, subject to the following conditions:

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a. The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, if applicable, whichever is first.

b. If the disability benefits are canceled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to the District Medical Adviser. If the return is approved by the District Medical Adviser, the employee will be returned to active service. An employee not approved to return by the District Medical Adviser may appeal to a Medical Review Committee. This committee shall be comprised of a District physician, a physician selected and compensated by AALA or the employee, if not represented by AALA, a third physician selected by the two doctors. The third doctor shall be compensated equally by the District and AALA or the employee, if not represented by AALA. A decision by the Medical Review Committee shall be final.

c. As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans, but not the life insurance plan for which eligible, in accordance with Board Rules 1680 –1686.

12.0 Unpaid Leaves of Absence: Formal leaves of absence without salary may be granted to an eligible employee to care for such employee's own child (including adopted children), to rest and recover because of pregnancy, miscarriage, or childbirth, to serve as a member of the Peace Corps, or to serve in full-time paid service in the American Red Cross or the service of the United States Merchant Marine during national emergency or wartime under the following employment status and conditions:

a. A child care leave or extension may be approved for a permanent employee only to the end of the fourth full semester following the birth or adoption of a child under five years of age; a child care leave for a probationary employee may be granted immediately following the pregnancy leave, birth or adoption, for the balance of the semester in which the child care leave commenced; the combined pregnancy leave, and child care leave for probationary employee shall not exceed two semesters;

b. A pregnancy leave shall be granted to a probationary or permanent employee for a period of time as determined by the employee and her physician; a pregnancy leave may be converted to a paid illness leave pursuant to 4.0 above.

c. A Peace Corps leave may be granted to a permanent employee.

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d. A Red Cross or Merchant Marine leave shall be granted in accordance with legal provisions; rights, benefits, and burdens shall be granted in accordance with legal provisions and District policies in effect either prior to or after return from such leave.

13.0 Position and Half-time Leaves: An unpaid leave may be granted while continuing active service under the following conditions:

a. A full-time position leave for the convenience of the District shall be granted for an unlimited period to an employee who is serving in other than acting or substitute status in a class; illness leave may be granted from the second position;

b. A Half-time leave may be granted to a permanent employee and may be re-approved each semester by mutual agreement between the employee and the District; the continuing active service must be rendered for half of each working day.

14.0 Personal Leave: An unpaid leave may, in the discretion of the District, be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to the District, including but not limited to the following:

- a. To be with a member of the immediate family who is ill;
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the District;
- c. To rest, subject to the approval of the District Medical Adviser;
- d. To accompany spouse when change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator – such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- g. To serve in an elective position in the city, county, state, or federal government, other than the State Legislature;
- h. To hold office as president of an officially recognized District professional organization.

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i. To acquire training and experience that will better prepare the employee to qualify for certificated promotions when the Superintendent determines that the activity is in the interest of the District's equal opportunity program.

j. To participate in a conversion charter school, a three year personal leave will be granted with year to year extension, at the discretion of the District, for up to a total of five years.

k. To use for another reason, provided that:

- (1) the employee has five or more years of satisfactory administrative service immediately prior to the effective date of the leave request; and
- (2) such leave is for a maximum of two consecutive semesters; and
- (3) such leave begins and ends at the appropriate semester breaks; and
- (4) the immediate administrator and Superintendent/ Division Head have approved the request; and
- (5) a personal leave for this reason (whether for one semester or two semesters) is available only once in the administrator's career.

15.0 Service Leave: A leave may be granted to allow a certificated employee who is selected for a full-time position in the classified service to be on leave while acquiring permanent status in the new classification, provided that the certificated position can be discontinued or left unfilled or provided that a substitute replacement satisfactory to the head of the appropriate administrative unit is available. When permanent status is achieved in the classified service, the employee shall return to or resign from the certificated non-management position, or the certificated management position, from which on leave. However, the employee's seniority and tenure rights are secured to a certificated non-management position, for which the employee is qualified, during the period the employee occupies a position in the classified service.

16.0 Family Care and Medical Leave/Absence: An unpaid Family Care and Medical Leave/Absence shall be granted, to the extent of and subject to the restrictions as set forth below, to an employee who has been employed for at least 12

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months and who has served for 130 workdays during the 12 months immediately preceding the effective date of the leave. For purposes of this section, furlough days and days worked during off-basis time shall count as workdays. The Family Care and Medical Leave/absence may be granted for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, the serious health condition of a child of an employee, the employee's own serious health condition, or the care of a parent or spouse who has a serious health condition.

16.1 Definitions: For purposes of this leave, the following definitions shall apply: (1) “Child” means a biological, adopted or foster child; a step child; a legal ward; the child of a cohabitant who is the equivalent of a spouse; or a child of a person standing “in loco parentis,” such child being either under 18 years of age or an adult dependent who is incapable of self care due to a mental or physical disability (2) “Spouse” means a husband or wife or cohabitant who is the equivalent of a spouse. (3) “Parent” means a biological, foster, or adoptive parent; a person who stood “in loco parentis” to the employee when the employee was a child; a step parent; or a legal guardian; and does not include a parent-in-law. (4) “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider. (5) “Health care provider” means an individual holding either a physician’s and surgeon’s certificate or an osteopathic physician’s and surgeon’s certificate issued pursuant to Article 4, Chapter 5 of Division 2 of the California Business and Professions Code, who directly treats or supervises the treatment of the serious health condition, or any other individual duly licensed to practice medicine in another state or jurisdiction or by any other person determined by the Secretary of Labor to be capable of providing health care services. The definition includes podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited in scope), nurse practitioners, nurse midwives, and certain Christian Science Practitioners.

16.2 Length of Leave: The leave, together with any renewal thereof, shall not exceed the number of days equivalent to a total of 12 normally scheduled work weeks in a twelve (12) month period measured forward from the beginning date of the employee’s first Family Care and Medical Leave, effective July 1, 2007. An employee will be entitled to 12 weeks of leave during the 12-month period beginning on the first date Family Care and Medical Leave is taken; the next 12-month period would begin the first time Family Care and Medical Leave is taken after completion of any previous 12-month period. For the period of time up to, and including June 30, 2007, the leave together with any renewal thereof shall not exceed the number of days equivalent to a total of twelve (12) normally scheduled workweeks in a fiscal year. An employee will retain the full benefit of 12 weeks of leave under whichever calculation method (either fiscal year, or 12 month period measured forward) affords the greatest benefit to the employee during a 60-day transition period. This transition period shall be from July 1, 2007

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through August 31, 2007. Leave may be taken intermittently in one or more periods. An employee who takes leave for the birth, adoption or placement for foster care of a child will be allowed to take leave of at least one hour (can be less than one hour, if necessary) within one year of the birth, adoption or placement for foster care of the child.

An employee who takes leave for health care provider-certified recurring medical treatment or suspension to care for a seriously ill family member or because of the employee's own serious health condition, will be allowed to take leave of at least one hour (can be less than one hour, if necessary).

Any leave an employee takes for the reasons specified above will be counted against the employee's annual leave entitlements under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 as amended. This leave runs concurrently with any other leave the District offers for which the employee is qualified, except that Family Care and Medical Leave/Absence granted for the birth or adoption of a child or placement of a child for foster care must be concluded within 12 months of that birth or adoption or placement for foster care.

Leave caused by pregnancy, childbirth or related medical conditions is separate and apart from the provisions of Family Care and Medical Leave/Absence herein. Employees are entitled to pregnancy and related disability leave and, in addition, up to the full 12 work weeks of Family Care and Medical Leave/Absence.

Family Care and Medical Leave/Absence of 20 consecutive workdays or less can be granted by the immediate administrator. Leaves of more than 20 consecutive workdays can be granted by the District after submission of a formal leave application.

16.3 Notification: If the need for the Family Care and Medical Leave/Absence is foreseeable more than 30 calendar days prior to the employee's need for leave, the employee shall give at least 30 days notice. If less than 30 days, the employee must provide the immediate supervisor with as much advance notice as possible but, at least with two days of learning of the need for the leave, or as soon as practicable, whichever is earlier. These advance notice requirements shall not be applicable in the event of unforeseeable circumstances or emergencies. Whenever possible, if the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable good faith effort, subject to the approval of the employee's or family members' health care provider, to schedule the treatment or supervision to avoid disruption to the operation of the District's educational program. In giving notice, the employee must include the qualifying event for which the leave is needed (examples: birth of a child, serious health condition of parent of employee, etc.).

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16.4 Medical Certification: For leaves/absences to care for a child, spouse or parent who has a serious health condition, the employee must submit to the immediate administrator or, if applying for a formal leave must attach to the leave application, certification from the health care provider which includes (1) the date, if known, on which the serious health condition commenced, (2) the probable duration of the condition, (3) an estimate of the time that the health care provider believes the employee needs to care for the individual, and (4) a statement that the serious health condition warrants the participation of the employee to provide care. If the leave is for the serious health condition of the employee, the employee must submit to the immediate administrator and/or, if applying for a formal leave must attach to the leave application, certification as specified in (1) and (2), above, plus a statement that, due to the serious health condition, the employee is unable to perform one or more of the essential functions of the employee's position.

In the case of leave due to the serious health condition of the employee, the District reserves the right to require, at its own expense, that the employee obtain the opinion of a second or even third health care provider designated by the District but not employed on a regular basis by the District. The second health care provider, if required, shall be selected by the District. A third health care provider can be requested by the employee or the District if the second opinion differs from the first opinion.

The method that shall be used to choose the third health care provider is as follows: The District and the employee or exclusive representative of the employee, as appropriate, shall each choose a health care provider. The two health care providers will choose the third health care provider whose opinion shall be final and binding.

If additional leave beyond that provided in the certification is required, the employee must submit recertification by the health care provider and be eligible for additional requested leave.

16.5 Restrictions: In the event that parents who are both District employees each wishes to take Family Care and Medical Leave/Absence for the birth of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be 12 work week during a fiscal year. These employees will still be eligible to take the remainder of their individual 12 weeks allotment for Family Care Leave for a purpose other than the birth, placement for adoption, or foster care placement of a child.

16.6 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves, except that the District will continue to provide the health and welfare benefits as provided in Board Rules 1680-1686, during the Family Care and Medical Leave/Absence to an employee who is otherwise eligible for such benefits.

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However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to Family Care and Medical Leave/Absence (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee. The District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other Sections such as paid illness leave. For example if an employee combines pregnancy leave with a Family Care and Medical Leave/Absence, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

An employee who asks for leave for what would be a qualifying event for Family Care and Medical Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may required the employee to utilize paid illness days for the leave.

16.7 Seniority: The period of the Family Care and Medical Leave/Absence shall not be considered a break in service, and the employee's seniority date shall not be affected by the time spent on leave.

16.8 Return Rights: An employee returning from a Family Care and Medical Leave/Absence shall be returned to the same or comparable position from which on leave and the same location from which the leave was taken, except that the employee may be transferred if such a transfer would have been made had the employee been on duty.

ARTICLE XII

SALARIES

1.0 Salary Allocations: Salary allocations shall be to the Master Salary Table or other salary tables for positions covered under this Agreement, as appropriate. Allocation shall be to a rate no less than the minimum nor more than the maximum of the salary schedule of the class to which the employee is assigned, unless otherwise specifically authorized by the Board of Education.

An employee with less than a full-time assignment to a position shall receive the same fraction of full salary for the position which the fraction of assignment bears to the full-time assignment.

The parties agree that, if and when the District resources may permit salary increase-related discussions, it will be appropriate to consider addition of a Step 6 and/or new career increment(s) to the Master Salary Table (MST).

2.0 Step Advancement: A certificated employee not on the maximum step of the schedule to which allocated shall receive a step advancement effective July 1, in accordance with the following:

a. The employee must have been paid on the current or higher schedule for the number of hours corresponding to 130 full-time days during the previous school year.

b. Paid time while on leave to serve full-time in another class paid on the same or higher schedule or an hourly rate shall also count as paid time in the class from which on leave.

c. Time on exchange, position, federal grant, full-time American Red Cross or Merchant Marine during national emergency, member of legislative body, military, organization, and paid absences/leaves shall count as paid time in the class from which on leave, provided the employee furnishes the Accounting and Disbursements Division verification of time spent on such leaves.

d. An exception shall be made to the above requirements and step advancement shall be granted to an employee who received salary for at least 90% of the number of hours required for such advancement, when the failure to receive salary for the required number of hours was as the result of an illness or injury which arose out of and in the course of employment with the District, and which qualifies under the workers' compensation laws of the State.

e. If step advancement, reallocation, reclassification of a class, promotion, or demotion becomes effective on the same date, salary

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determination for the employees affected shall be made in accordance with the following sequence:

- (1) Step advancement,
- (2) Increase or decrease on the basis of reallocation or reclassification of the date
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- (3) Increase or decrease on the basis of promotion or demotion.

(f) Reassignment to an equal or lower class shall not affect the employee's cycle of step advancement. (Amended 12/19/88)

3.0 Definitions of Promotion, Demotion, Reallocation and Reclassification:

3.1 A promotion is a change in an employee's assignment, other than reallocation or reclassification, from a position in one class to a position in another class with a higher maximum salary rate.

3.2 A demotion is a change in an employee's assignment, other than by reallocation or reclassification, from a position in one class to a position in another class with a lower maximum salary rate.

3.3 For purpose of salary comparisons in defining promotion and demotion, maximum rates on hourly-rate schedules shall be converted to pay-period rate equivalents for a full-time position in the hourly-rate class, which for the sole purpose of this rule, shall be 120 hours per pay period.

3.4 A reallocation is a change in the salary allocation of all positions in a class from one salary schedule on a table to another salary schedule on the same or different salary table on the basis of either internal or external alignment of a change in the salary-setting basis for the class.

3.5 A reclassification is the transfer of a position from one class to another class on the basis of a gradual accretion or gradual reduction of duties and responsibilities.

4.0 Salary When Reassigned to a Higher Class: Upon promotion or reallocation/reclassification upward to a higher-paid class, an employee shall be paid the lowest pay period rate of the higher salary schedule that provides a minimum

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increase of 2.5 percent over the employee's pay period rate in the lower class; such new salary rate shall not exceed step 5 on the Salary Schedule to which the employee is promoted. When reassigned to a higher class on the Master Salary Table from a class paid on a different salary table, any degree differential, responsibility differential, and career increment(s) to which the employee is entitled in that former class shall be included in determining the salary allocation to the Master Salary Table.

The foregoing salary allocation policy shall be subject to the following provisions:

a. If an employee is on a reassignment list established under Article IX, 4.0 which is higher than the current assignment, the employee shall be allocated to the step in that former class and allowed step advancement previously earned in such class, and shall be allocated from the salary schedule of such former class.

b. If an employee is reassigned to a former higher class/schedule within 39 months after termination of an assignment from the higher class/schedule, the employee shall be allocated to the former step on the schedule for the class and allowed step advancement previously earned on the schedule, or shall be allocated as provided above, whichever is to the employee's advantage.

c. If a promoted employee would have received an increase in the former class within three calendar months of the reassignment to a higher class, the employee's step placement shall be recomputed at the time the increase in the former class would have occurred.

d. The salary rates provided for substitutes shall be in accordance with Section 8.0 below.

5.0 Salary Rate When Assigned to a Class on the Master Salary Table Having a Lower Schedule Number: An employee assigned to a class having a lower schedule number on the Master Salary Table than that of the class from which assigned shall be allocated to the same rate if it appears on the lower schedule number, or, if the rate does not appear, the next rate above the former rate.

6.0 Salary Rate When Transferred to a Class Having the Same Schedule Number: An employee transferred to a class having the same schedule number as that of the former assignment, shall be allocated to the same step number.

7.0 Salary Rate When Assigned as a Temporary Adviser:
An employee on leave from a regular Master Salary Table position to serve as a Temporary Adviser, Master Salary Table may be paid on the schedule number of the position from which on leave including any location differential(s) to which entitled.

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8.0 Salary Rates for Substitute Employees with Regular Status:

Substitute salary for an employee with regular status, as defined in Article IV, 2.0, who serves in substitute status in another class shall be determined as follows:

- a. Substitutes under this Section shall be paid for substitute service during any period in which the employee is assigned and substitutes for five or more consecutive working days; salary rates for such substitutes shall be the same rates provided to employees who are reassigned to a class in accordance with Sections 4.0 and 5.0 above.
- b. There shall be no salary adjustment when substitute service under this Section is for less than five days; the salary of the employee's regular position shall be paid.
- c. When an employee is assigned during the school year to regular status in a class in which serving as a substitute, the employee shall receive for the remainder of the school year the same salary rate that the employee was receiving as a substitute.
- d. When an employee paid at an hourly rate is assigned as a substitute in a class paid at a pay period rate, the employee shall receive the rate on the new salary schedule as a new substitute employee in the class to which assigned.

9.0 Eligibility for Career Increments: A career increment is a salary differential for longevity. An employee who has been paid for one year on the highest step of the Mastery Salary Table schedule shall qualify for the first career increment provided each of the following requirements are met:

- a. Fifteen school years of service in the District. Five years of service outside of the District that is creditable for rating-in purposes on the Preparation Salary Table may satisfy part of the fifteen-year requirement.
- b. Ten school years of service on the Master Salary Table. This requirement shall be reduced by one year, not to exceed a total of six years, for each year that a career increment was received on the Preparation or Special Services Salary Tables.

To be eligible for the second career increment, (50% greater than the first career increment), the employee must have been paid on the first career increment for five years while meeting step advance requirements.

A school year during which the employee was paid for sufficient time to qualify for step advance shall be deemed a year of service for the purpose of this Section. Service

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rendered prior to a break in service greater than 39 months shall not be considered for the fifteen school years in requirement (a) nor shall service rendered prior to a break in Master Salary Table service greater than 39 months be considered for the ten school years in requirement (b).

The career increment shall become effective at the beginning of the pay period immediately following the date that all requirements are completed and all necessary verification is on file with the Human Resources Division.

Employees reassigned from a lower salary table to the Master Salary Table shall qualify for a career increment in accordance with this Section; employees who are receiving a career increment and who are reassigned from the Master Salary Table to a lower salary table shall be eligible to receive a career increment on the lower table. (Amended 12/19/88.)

10.0 Doctorate Differential: Employees paid on the Master Salary (G Table) Schedules 22G to 49G who hold a doctorate degree from a regionally accredited college or university are eligible for a doctorate degree differential. The differential for employees paid on annualized assignment bases will be prorated.

To qualify, the employee must present an application for a degree differential (U-Form) and an official transcript from the college/university awarding the doctorate degree that verifies the effective date of the degree to the Certificated Administrative Assignments Unit.

The doctorate differential will be effective at the beginning of the pay period following the date the required verification is submitted to the appropriate office and will continue as long as the employee is paid on the appropriate Master Salary Schedule. Once eligibility is established, additional application is not required.

11.0 Retirement Bonus: Employees who were employed by the District during the 1992-93 school year and retire from the District on or after July 1, 1994 under the California State Teachers Retirement System, (CalSTRS) or California Public Employees Retirement System (CalPERS) shall receive a lump-sum bonus upon retirement. The bonus will partially compensate such employees for loss of compensation during the fiscal crisis faced by the District during these years.

Upon retirement referenced above, employees eligible for this bonus will be paid an amount determined by multiplying the employee's regular daily rate for the year preceding the retirement by 20.4.

Employees who otherwise qualify for this bonus shall not be disqualified because they were on an approved leave of absence prior to retirement.

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12.0 Staff Development Buy Back Days: School-based administrators are eligible to participate in staff development days in academic content and instructional methods authorized by California Education Code Sections 44579.1, 44579.5 and 48980 to the extent that such days are funded by the State.

Staff Development must meet educational priorities; be consistent with State Department of Education regulations; must be offered on days not counted as instructional time and must be as long as the certificated teaching employees would otherwise be required to work 6-hours).

Eligible school-based administrators shall be paid for six (6) hours for participation in each of the staff development days on X Basis at their regular eight (8) hour tenthsly rate and shall be required to attend six (6) hours of staff development on each staff development buy back day. Currently, three six-hour days (18 hours) are funded by the state.

Duties and responsibilities that are set aside by school-based administrators in order to participate in the staff development days may be accomplished by scheduling six (6) additional hours of work beyond the regular assignment basis for each day of staff development participation.

Flexibility in the scheduling of the additional hours of work shall be allowed to accommodate school site need and calendar.

13.0 Return to Service: A former permanent employee who re-enters service in the same, equivalent or lower class shall be rated in as follows:

a. If 39 months or less have elapsed since the last day of paid service:

1. Allocate the employee to the appropriate salary schedule and step on the salary table of the class to which assigned in accordance with Section 5.0 above.
2. Allow any step advancement earned in last assignment for which salary was received.

b. If more than 39 months have elapsed since the last day of paid service, the employee shall be allocated to an appropriate salary schedule under paragraph a.1. of this Section and placed on Step 1 of the schedule. Exceptions to restore an employee's step may be made based on District need, i.e., shortage field classification.

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Absence from a position while in active military service or its equivalent, as defined in the Education Code, shall not be included in computing the period of time after the last day of service.

14.0 Payroll Errors

14.1 Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

14.2 Salary Overpayments: When a salary overpayment error has been discovered, the Payroll Branch will notify the employee and AALA in writing of the amount and circumstances related to the overpayment and will recommend a suggested method of recovery of the over payment.

a. For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, \$200 per pay period will be the normal limit on repayment deductions. However, in such cases the repayment may be accelerated upon termination of paid status or may be larger than \$200 per pay period if necessary to recover the full overpayment.

b. The employee and AALA may request consideration of alternative methods for recovery of over-payments that the time frame for recovery does not exceed the period of time during which the over-payment occurred. If no request is made for an alternative method of recovery within ten calendar days, the recovery shall commence effective with the next pay period using the method recommended by the District in its written notice to the employee.

c. When the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recommended recovery payment will be as much as the entire amount. In such cases, however, the District will work out a suitable recovery payment schedule with the employee and AALA which may be as much as the entire amount within one pay period.

d. If no agreement is reached between the District and the employee or AALA on behalf of the employee, the matter shall be resolved pursuant to the overpayment grievance procedure (See Article VIII, 22.0.)

e. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

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14.3 Prompt Correction: If the District fails to issue a scheduled regular pay warrant, or makes an error of \$100 or more due to problems involving assignment, time reporting, payroll processing or the like, the employee may request an Emergency Pay Allowance for the amount of the estimated payroll error. Such a request is to be made to the person at the work site who is responsible for reporting time, who will contact the Payroll Branch between 8:00 a.m. and 12 noon on the day after the pay warrant was due at the site. Payroll Branch shall issue the Emergency Pay Allowance for approximately the amount of the error and have it prepared for pickup at the Payroll Services Branch between 3:30 and 5:00 p.m. of the same working day the error is reported to the Payroll Branch. Those warrants not picked up by the employee shall be mailed to the employee that same day. Any portion of an Emergency Pay Allowance may be recovered against future salary warrants if the District later determines that the employee was not entitled to keep the payment.

This procedure is not available to cover step advancement, rating-in allocations, promotional adjustments and the like which normally take up to 60 days to process. Also, an Emergency Pay allowance is not lawful in the case of a salary warrant issued and mailed but later lost, stolen or delayed. However, a replacement salary warrant will be issued (upon timely request) seven days after scheduled receipt of the original salary warrant. Emergency Pay Allowances cannot be issued when the District has knowledge that the employee is in an overpay situation. The District shall hold open all Payroll Inquiry phone lines on the morning after the pay warrants are due at the site for the purpose of receiving reports of payroll errors from time-reporting personnel.

15.0 Mileage Reimbursement The mileage reimbursement rate for use of personal vehicles on District business shall, beginning July 1, 2008, be the Internal Revenue Service established standard business rate for all miles driven in District service.

ARTICLE XIII

HOLIDAYS AND VACATIONS

1.0 Holidays

The basis of assignment, as defined in Board Rule 1990, for an employee shall determine the holidays for which pay shall be received according to the provisions of Section 2.0 below. Holidays authorized for each assignment basis are indicated in the following table:

<u>Assignment Basis</u>	<u>Holidays</u>
A, Z	Holidays listed in Board Rule 1101 which come within the assigned days and any other holidays or excused days declared by the Board or Superintendent to apply to these employees.
B, C, E, K	Holidays listed in Board Rule 1101 and any school holidays or excused days declared by the Board or Superintendent which come within the assigned days.
X	No holidays or benefits other than salary

2.0 Payment for Holidays

An employee shall receive pay in a regular assignment, or in an assignment in lieu of a regular assignment as a temporary advisor, acting employee, or substitute in a higher class than that of the regular assignment, for holidays listed in Board Rule 1101 and for other holidays authorized by the Board of Education within the employee's assignment basis which are part of the employee's regularly assigned days, subject to the following conditions and exceptions:

a. The employee has been in paid status during any portion of the last working day of assignment preceding the holiday or during any portion of the start of first working day of assignment following the holiday provided that:

- (1) An employee on sabbatical leave of absence shall receive the same rate of pay for a holiday occurring during the leave as is received for other working days in such period, and
- (2) An employee on a military leave of absence entitled to compensation shall only receive pay for the portion of the

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holiday period needed to meet the total time for which compensation is required by law.

b. If the first day of the assignment is a holiday and the employee has been in paid status during any portion of the next following working day.

c. If the last day of the assignment is a holiday and the employee has been in paid status during any portion of the last working day preceding the holiday.

2.1 A retired employee providing service as an interim administrator who has worked 20 days or more in the same assignment shall receive holiday pay at the hourly rate of pay they receive for the interim assignment provided the employee has been in paid status on the day before and the day after a holiday as defined in 2.0 above.

3.0 Vacation – A Basis Employees

An employee assigned on A Basis and compensated at a pay period rate shall earn vacation for active service in a regular assignment or in an assignment as a temporary adviser, acting employee, or as a substitute assigned on A Basis in the same or another class than that of the regular assignment. Assignment to active service for purpose of this Section means all of the time for which pay is received, except sabbatical.

The amount of vacation earned shall be as follows:

a. An employee who has served less than 19 school years shall earn .06923 hour of vacation for each hour assigned to active service; or, beginning with the first pay period of the school year after 19 school years, the employee shall earn .07693 hour of vacation for each hour assigned to active service; or beginning with the first pay period of the school year after 24 school years, the employee shall earn .08462 hour of vacation for each hour assigned to active service. An employee who has served sufficient time during a school year to be eligible for step advancement in accordance with Article XII, 2.0 or other applicable collective bargaining agreements governing step advancement shall be deemed to have served a school year for the purpose of this section.

b. No employee shall be permitted to accrue vacation in an amount greater than that which the employee earns in 18 pay periods (the employee's "vacation cap amount"). Once the employee has accrued vacation in an amount equal to the employee's vacation cap amount, the employee shall cease to accrue vacation until the employee uses vacation in an amount sufficient to reduce the employee's accumulated vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the

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end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount."

4.0 Time for Taking Vacation

4.1 Vacation may be taken under the following conditions:

a. No vacation shall be taken until earned.

b. Vacation shall not be taken before the close of the pay period in which the employee has completed the number of hours corresponding to 130 days of active service in the District.

c. No vacation shall be taken for a period of less than one hour at a time, regardless of the nature of the assignment, nor shall a part-time assignment be changed for vacation purposes.

d. Vacation may be interrupted or terminated in order to begin illness leave, bereavement leave, jury leave or military leave.

4.2 Scheduling Vacations: Consistent with the 18-pay-period vacation cap amount set forth in Section 3.0 above, the following procedure for scheduling vacation time shall be in effect:

a. Step One: By March 15 of each school year, administrators shall issue an annual vacation calendar for the next school year. The calendar will include the following:

- (1) A list of all dates when vacation cannot be taken due to operation needs
- (2) A list of all dates when vacation may be taken by all employees
- (3) A list of all dates when a part of the staff may take vacation, indicating any limits on the number of employees who may take vacation or on the amount of vacation that may be taken.

b. Step Two: By April 15 of each school year or two weeks after adoption of school calendars, whichever occurs last, each employee shall provide to the employee's appropriate administrator or designee a proposed written vacation usage schedule for the following school year, which schedules vacation

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for the school year in an amount necessary to assure the employee will not exceed the vacation cap amount. The vacation days identified in the employee-submitted vacation schedule shall be scheduled in a manner consistent with the provisions of Section 4.2 through 4.4 below. Unless otherwise directed by the employee's appropriate administrator, the proposed vacation schedule shall include the second or third week of winter recess.

c. Step Three: Within fifteen (15) calendar days of receipt of the employee's vacation schedule, the appropriate administrator shall provide a written acknowledgement either approving the employee's submitted vacation schedule for the following school year, or disapproving the submitted schedule and providing a reasonable basis, in writing for that denial. Timely submitted vacation schedules shall not be denied for reasons other than workload, scheduling conflicts, or where the proposed schedule for vacation would substantially interfere with the operation of the employee's work unit. Changes in pre-approved vacation schedules will not be made by the District except for critical operational necessity or an emergency that would substantially interfere with the operation of the employee's work unit. Vacations in progress shall not be canceled for reasons other than a declared state of emergency.

Except as provided in Section 4.3 c above, any scheduling conflict(s) between or among employees working in the same unit or office as to when vacation can be taken shall be decided by site or work unit seniority within the classification. In the event of a tie, the scheduling conflict shall be determined by lot.

4.3 Scheduling Changes

a. An employee whose previously approved vacation has been changed due to a critical operational necessity shall have the right, prior to filing a formal grievance pursuant to Article VIII, 1.1, to meet with the employee's appropriate administrator and the appropriate Division Head to attempt to informally resolve the appropriateness of the vacation change. The meeting shall occur and the decision of the administrator shall be provided within five (5) days of the employee's request for the meeting. Nothing herein shall alter the 15-day time limit for filing a written grievance as required by Article VIII, Section 8.0.

b. Once an employee's vacation schedule is submitted and approved pursuant to the above, no change can be made by the employee without submission of an alternate vacation schedule for the date(s) in question. The requested modification(s) shall not be unreasonably denied.

An employee who is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator shall be permitted to exceed by that amount the vacation cap amount for the school year in question, and shall be granted a

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preference the following year in scheduling vacation so as to assure the employee's ability to schedule sufficient vacation to reduce the employee's vacation accumulation below the vacation cap amount.

Employees may request such relief from the vacation cap amount by submitting the District request form and must receive pre-approval in writing by the Superintendent or designee.

In any year in which an employee is subject to furlough days, and is also in excess vacation accrual status, the following shall apply as part of the usual permissive cap relief procedure: the District shall upon the employee's filing a request for waiver on the appropriate form grant vacation cap relief in an amount not less than the number of furlough days assigned for that school year, but not more than the number of days needed to remain under the cap.

4.4 Mandatory Vacation: The District shall be permitted (but not required) to schedule and require employees to take vacation under the following circumstances:

- a. On days designated by the District as school holidays or at any other time during the employee's assignment period to avoid leave without pay:
- b. When the employee fails to provide an annual vacation schedule pursuant to Section 4.2, above;
- c. When the employee has accrued vacation in an amount equal to or greater than the vacation cap amount, as provided in Section 3.0 b above;
- d. When the employee is sent home pending the results of a disciplinary investigation, with the vacation used to be restored to the employee's vacation balance if the investigation does not lead to discipline, and
- e. During periods within the employee's assignment basis when the District is closed, when the employee's work site is closed, or when there is a lack of work (unless the employee and the appropriate administrator agree that the employee may go unpaid during such a period). Where assignment of mandatory vacation is necessary due to lack of work as determined by management, volunteers shall be considered first; preference shall be given to employees in the affected classification at the site with the highest site seniority in classification. If the number of volunteers is insufficient, assignment of mandatory vacation shall be to those employees with the highest vacation balance. Exception to the foregoing may be made considering special needs, attendance records, the individual employee's vacation balance, and/or previously approved scheduled vacation.

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5.0 1994 Accrual Bank

a. Notwithstanding the provisions of Section 3.0 and 4.0 above and in order to facilitate a complete transition from an unlimited vacation accrual system to the 18 pay period vacation cap system, the District shall, for each employee employed by the District as of the adoption of this agreement by the Board of Education, calculate the employee's total accrued vacation as of June 30, 1994 (the "1994 accrual bank"). The District will then credit each employee with the employee's 1994 accrual bank as vested vacation to be paid out at the time the employee separates from the District, but at the employee's salary rate in effect as of June 30, 1995.

b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, including vacation hours used during 1994-95, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank annually at the end of the fiscal year.

c. The amount of vacation from the 1994 accrual bank which may be utilized by an employee during any school year shall be limited to twenty (20) days. The limitation shall include vacation used in lieu of illness days pursuant to Article XI, 4.0 f. Exceptions may be made at the sole discretion of the District, but must be preapproved in writing by the Superintendent or designee.

d. Except as set forth in section a – c above, with respect to the employee's 1994 accrual bank, on separation from service, the dollar value of the employee's vacation balance shall be paid as set forth in Section 6.0 below.

6.0 Vacation Salary Rate

Except as set forth in Section 5.0 above, in computing pay for vacation, all applicable salary differentials shall be included and vacation shall be paid at the salary rate in effect at the time vacation is taken.

On separation from service, the money value of vacation balances shall be paid as a lump-sum at the employee's salary rate at the time of such separation, except 1994 accrual bank, which shall be paid at the employee's salary rate in effect as of June 30, 1995, as set forth in Section 5.0 above.

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7.0 Attendance Incentive Plan

a. A vacation-earning employee who accumulates a total of fifty (50) days or more of full-pay illness absence credit earned subsequent to June 30, 1995 shall, on a one-time basis of June 30 of the school year in which the employee accumulated those fifty (50) days, be credited with two (2) additional days of vacation. An employee whose full-pay illness absence credit earned subsequent to June 30, 1995 thereafter drops below 50 or more days shall not be entitled to additional vacation under this section, except pursuant to section b, below.

b. Each additional increment of twenty-five (25) days of unused full-pay illness absence credit beyond fifty (50) days and earned subsequent to June 30, 1995 shall entitle the employee to one (1) additional vacation day.

8.0 Vacation Upon Change in Basis

An employee changed from A basis or from the classified service to a non vacation-earning assignment basis, with the exception of those referred to in Section 9.0 below, must take accumulated vacation before completion of the A Basis assignment or the classified assignment except where it is impossible or impractical to do so. In such cases, approved accumulated vacation may be taken while assigned on a non vacation-earning assignment basis and substitutes shall be provided, when necessary, upon approval by the appropriate administrator.

9.0 Lump-Sum Payment Upon Change in Basis

An employee who ceases to earn vacation shall be paid the money value of any accumulated vacation as a lump-sum payment, provided the appropriate administrator concerned certifies that it is impracticable for the employee to take such accumulated vacation.

Upon written request by the employee, those terminated from an A Basis assignment shall receive their lump-sum immediately; those placed on leave from an A Basis assignment shall receive their lump-sum after five calendar months of leave.

In the alternative, and at the employee's sole option, the employee may defer the lump-sum payment of the accumulated vacation until such time as he/she formally retires from the District. In that event, the lump-sum payment shall be payable by the District within thirty (30) days from the date the employee resigns/retires from the District. The lump-sum payment shall be at the salary rate of the employee's last vacation-earning assignment, except for the 1994 accrual bank as set forth in Section 5.0 above.

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10.0 Vacation-Substitutes Status

Nothing in this Article shall be held to entitle persons with substitute status only to vacation privileges.

ARTICLE XIV

HEALTH AND WELFARE

1.0 District Contribution Obligations (as to all eligible District personnel): The District contribution rate will be in accordance with the coordinated bargaining Agreement on Health and Welfare dated February 10, 2009:

THE HEALTH FUND: CALENDAR YEARS 2009, 2010 AND 2011

1. CALENDAR YEAR 2009:

a. The District's total contribution to the health fund shall be \$930 million.

i. This represents an increase of approximately \$75 million over the CY 2008 District Budget of \$855 million and therefore approximately a 2% ongoing increase in total compensation for all employees for the 2008-2009 school year.

ii. The District's annual "total contribution" amounts as set forth throughout this agreement represent the complete and total amount of such contribution from all sources. Therefore, while sources such as interest earned on the health fund or Medicare D reimbursements may contribute to the total contribution amounts, they shall not be utilized to increase such contribution beyond the amounts set forth herein.

iii. The requirement that health benefit expenses "live within" the annual budget as established by the District's annual contribution set forth below, shall include as an expense to be covered by the health fund any costs associated with administration of the health fund with the expenses and contributions to be evaluated on an incurred basis. By May 15 of each plan year covered by this agreement, the District shall provide the HBC with an itemized report on the administrative costs incurred in the previous plan year.

iv. No carryover surpluses or deficits will carryover from 2008, so the plan shall be self-funded only with respect to 2009 contributions.

b. For purposes of adjusting the District's increased contribution in CY 2010 and CY 2011 to account for increases or decreases in benefited participants

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(excluding AB528, COBRA and Charter School Participants, but including opt-out participants) as set forth below, the District's \$930 million aggregate contribution set forth above shall be converted to a "per participants ["PPCs"] contribution by dividing \$930 million by the number of active employee, *pre-Medicare eligible (hereafter "PME")* and *Medicare eligible (hereafter ME)* retiree benefited participants as of November 2008 from a BTS census and an October Invoice from SHPS for AB528 and COBRA participants. These data show active employee participants at 73,648, 6,733 PME, and 27,274 ME retirees. Segal shows a 2009 estimated average cost \$8,994.27 per active employee and \$13,509.27 and \$6406.39 per PME and ME retiree respectively. In order to achieve a 2009 contribution of \$930 million, the contribution per participant needs to be increased by 0.5252% yielding a contribution amount in 2009 per active benefited participant in 2009 based on the November BTS census and October SHPS invoice of \$9,041.51 and \$13,580.22 and \$6440.04 per PME and ME retiree respectively. The counts will be fixed for 2009 and will equal \$930 million. In no event shall the total district contribution exceed \$930 million.

c. Any unspent funds in the health fund (after all CY 2009 costs have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year. Such a balance is one-time money that shall be applied the following year to offset increases in benefits costs, if needed.

d. Conversely, if actual costs for the year exceed the District's contribution (\$930 million), such amount shall be deducted from the District's contribution obligation for the following year.

2. CALENDAR YEAR 2010

a. The District's aggregate contribution of \$930 million for CY 2009 shall be increased to \$963 million, adjusted for increases or decreases in the number of active and PME/ME retiree benefited participants in November 2009, such increase to be effective with the commencement of CY 2010. This adjustment shall be computed as follows:

- i. The \$33 million increase represents a 3.5484% increase over the CY 2009 \$930 million unadjusted District contribution.
- ii. The 2009 PPCs are \$9,041.51 per active and \$13,580.22 and \$6,440.04 per PME/ME retiree respectively.
- iii. Increase the PPC by 3.5484% = \$9,362.34 for active benefited *employees* and \$14,062.10 and \$6,668.56 for PME/ME benefited retirees respectively.

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- iv. Multiply the PPCs by the number of active employee and *PME/ME* retiree benefited participants in a
- v. November 2009 BTS count and SHPS invoice as was done to set the PPCs for 2009.
- vi. The aggregate amount resulting from 2 (a) above shall be the District’s total contribution for CY 2010.

b. The parties acknowledge that the adjustment to the District’s annual aggregate contribution will vary from year to year based on the number of active and *PME/ME* retired benefited employees who are part of the calculation set forth in 2 (a) above.

c. The HBC shall take action for CY 2010 by August 1, 2009 that results in a total projected CY 2010 health benefits cost that does not exceed the then estimate of the District’s contribution set forth above, plus available beginning balance revenue carried over from CY 2009, if any.

DISPUTE RESOLUTION PROCEDURES

a. If the HBC fails to take action by August 1, 2009, due to lack of consensus by all HBC members for any of the following reasons, the following processes shall apply:

- i. There is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs “within the budget” as set forth above or over whether the District has fulfilled its contribution obligations under this agreement (see expedited arbitration process in (b) below); or
- ii. There is a claim asserted by the District that a planned change is illegal (see (c) below); or
- iii. There is a claim asserted by the District that a planned change would be inequitable and/or would adversely impact the best interests of the District and/or its present or future plan participants (see (d) below).

b. Expedited Arbitration Process For Resolving Dispute as to Whether Proposed Plan Changes Will contain Health and Welfare Costs Within the Budget or whether the District has fulfilled its contribution obligations under this agreement

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- i. The issues in dispute regarding whether proposed plan design changes will contain health and welfare costs within the budget and/or whether the District has fulfilled its contribution obligations under this agreement—shall immediately be submitted to expedited binding arbitration before a three-person panel comprised of one union / HBC representative, one District representative and a third neutral panel member agreed upon by the unions/District representatives or, failing that, from a list provided by the California State Mediation and Conciliation Service.
 - ii. Such arbitration shall occur within five (5) work days of August 1, 2009.
 - iii. The sole issues for arbitration shall be 1) whether the HBC’s plan design recommendations come within the 2010 District contribution obligation plus carryover balances, (if any) and/or 2) whether the District has fulfilled its contribution obligations under this agreement. The arbitration panel shall have no authority to increase the District’s contribution as set forth in this agreement.
 - iv. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - v. If the arbitration panel decides that the HBC’s plan recommendations for 2010 do not come within the District’s 2010 contribution obligation plus carryover balances, if any, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to seven (7) working days from the date of the panel’s decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to determine if the amended plan comes within the 2010 budget, and if it does not, the panel, shall prescribe its own amended plan to come within the District’s 2010 contribution obligation plus carryover balances, if any, which shall be binding on the parties.
- c. Procedure If District Asserts HBC Proposed Action is Illegal:
- i. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in

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writing, together with a brief summary of legal authorities and reasoning for this assertion.

- ii. The HBC may respond to the District in writing within five (5) work days with a brief summary of legal
 - iii. authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion.
 - iv. The District will notify the HBC within five (5) workdays of an HBC response (ii above) as to whether it has changed or maintained its opinion on the legality of proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.
- d. Mediation Procedure if District Asserts That a Planned Change Would Be Inequitable and/or Would Adversely Impact the Best Interests of the District and/or its Present or Future Plan Participants.
- i. If the District makes the assertion stated in (d) immediately above, it shall notify the HBC as soon as possible, whereupon the matter shall be submitted immediately to mediation.
 - ii. The parties may agree on a mediator or request a mediator from the California State Mediation and Conciliation Service.
 - iii. The mediation shall be held as soon as possible, but in no event later than ten (10) work days following selection of the mediator.
 - iv. The mediation shall last no longer than one (1) day, at the end of which the mediator shall inform the parties verbally of his/her recommendations. The mediator shall provide the parties with a written summary of such recommendations within three (3) workdays following the mediation.
 - v. The parties shall consider the recommendations of the mediator to determine whether agreement can be reached on the HBC's recommendations. To whatever extent

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agreement cannot be reached, the HBC's planned change (whether modified or not) shall be implemented.

e. If the time lines set forth above are not met and cause a delay in the open enrollment period and/or January 1, 2010, such open enrollment and/or new plan structure shall not occur until such time as the foregoing processes are completed. In such case, the parties' agreement and/or the arbitration panel's decision, or, in any event, the HBC's final action shall include provisions for the recovery of District costs in excess of its required total contribution caused by maintenance of the status quo benefits structure beyond January 1, 2010.

f. If after exhaustion of the procedures set forth above, the HBC fails to or refuses to take action to contain health and welfare costs within the District's 2010 contribution level, the District may implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's 2010 contribution level.

g. Any unspent funds in the health fund (after all CY 2010 costs have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year. Such a balance is one-time money that shall be applied to offset increases in benefits costs, if needed.

h. Conversely, if actual costs for the year exceed the District's contribution as set forth herein and carryover balances, if any, such amount shall be deducted from the District's contribution obligation for the following year.

3. CALENDAR YEAR 2011

a. The District's aggregate contribution of \$963 million for CY 2010 (as adjusted) shall be increased to \$996 million, adjusted for increases or decreases in the number of benefited participants *in November 2010*, such increase to be effective with the commencement of CY 2011. This adjustment shall be computed as follows:

- i. The \$33 million increase represents approximately a 3.4268% increase over the CY 2010 \$963 million unadjusted District contribution.
- ii. The 2010 PPCs are \$9,362.34 per active and \$14,062.10 and \$6,668.56 per PME/ME retiree respectively.

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- iii. Increase the PPCs by 3.4268 % = \$9,683.17 for active benefited employees and \$14,543.98 and \$6,897.08 PME/ME benefited retirees respectively.
- iv. Multiply the PPCs by the number of active employee and PME/ME retiree benefited participants in a November 2010 BTS counts and SHPS invoice as was done to set the PPCs for 2009 and 2010.
- v. The aggregate amount resulting from 3(a) above shall be the District's total contribution for CY 2011.

b. The parties acknowledge that the adjustment to the District's annual aggregate contribution will vary from year to year based on the number of active and PME/ME retired benefited employee participants who are part of the calculation set forth in 3 (a) above.

c. The HBC shall take action and the parties shall ratify agreements for CY 2011 by August 1, 2010 that result in a total projected CY 2011 health benefits cost that does not exceed the District's contribution set forth above, plus available beginning balance revenue carried over from CY 2010, if any.

d. Dispute Resolution Procedures: The dispute resolution procedures set forth above shall apply to those previously enumerated issues which might arise with regard to CY 2011 (sections (a) through (h) above, with dates and time line adjustments for 2011) health and welfare benefits as set forth in this agreement.

e. Status Quo Upon Expiration of Agreement: In the absence of a subsequent negotiated agreement, the District's CY 2011 contribution shall remain in effect and the District may unilaterally implement premium contributions from current employees through automatic payroll deduction and/or from retirees through direct payment or other means to the extent necessary to contain health and welfare costs within the District's 2011 contribution level as may be adjusted upward due to existing ending balances (if any) and/or downward, due to 2011 expenditures which exceeded the District's 2011 contribution obligation (if any).

PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

a. The Plan Consultant/District shall report to the HBC and all employee associations on a quarterly basis regarding the status of the Health Fund.

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b. Specifically, such reports shall indicate whether the full accrual or incurred (i.e., this means that expenses are recognized in the period they are incurred regardless of when they are paid) expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover balances (the “shortfall”). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.

c. If any two consecutive reports project a shortfall, the HBC shall act immediately to implement plan design changes pursuant to this agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take such action, or if the District asserts that the proposed HBC action is insufficient to avoid a deficit, the dispute resolution procedure in section (b) (Expedited Arbitration Process) shall apply.

d. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District’s contribution to the Health Fund for the following year.

WITHDRAWAL FROM PLANS

No later than October 31, 2010 (or the appropriate date in advance of the November 2010 census of participants), each union and the District shall have the option of informing (in writing) the HBC of its intent to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union or by the District) and to establish a separate plan for its participants to be implemented January 1, 2012 for these participants.

ALTERNATIVES TO REDUCE UNFUNDED LIABILITY FOR RETIREE BENEFITS (GASB 45)

The parties agree to the establishment of a subcommittee, equally seated and comprised of three (3) representatives appointed by the District and three (3) representatives appointed by the unions party to this agreement through the auspices of the HBC.

The committee shall meet no less than once per month, and more often if mutually agreed. The committee shall meet to discuss alternatives for reducing the District’s unfunded liability for retiree benefits that is the subject of GASB 45.

The agenda, including specific subjects that either party desires to discuss shall be developed through input and submissions from the respective representatives.

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Within six (6) months from the establishment of the subcommittee referenced herein, a written report containing the alternatives discussed together with any specific recommendations shall be submitted to the HBC and the District. Any such recommendation may be implemented upon mutual agreement of the HBC unions and the District.

FUTURE LEGISLATION

If state or national legislation regarding government-sponsored health care programs is enacted into law during the term of this agreement, the parties shall, upon the request of either the District or the unions (collectively) meet and negotiate over the impact (if any) of such law(s) on this agreement and the potential implementation thereof.

2.0 Plan Revisions Through the District-wide Health Benefits Committee: A District-wide Health Benefits Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote apiece. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the members present and voting.

c. Role of the HBC:

- 1) A consultant shall be mutually selected by the HBC and the District who will remain in a contractual and/or employment relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board. Such approval shall not be withheld except for good and sufficient cause.
- 2) The HBC shall be responsible for proposing all plan design modifications including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition, termination of health plans/providers for

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all active and retired employees provided that the HBC shall not recommend any changes that would expand eligibility. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this agreement.

- 3) All vendor contracts shall be negotiated by the HBC and/or its designated representative(s). Such contracts shall be subject to Board approval, which shall not be withheld except for good and sufficient cause.

d. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

3.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The district shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. An employee enrolled in a group practice hospital-medical, dental or vision plan who, while on an authorized sabbatical leave of absence, is located for a substantial period of time during the leave outside the service area of the plan(s) may, by making proper application to the Health Insurance Section, enroll in another plan or plans, if the other plan(s) provides benefits in the new area.

3.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a “dependent add form” and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period.

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Dependents	Documents Required (copy)
Legal Spouse	State or County Issued Marriage Certificate
Domestic Partner	Notarized “Declaration of Domestic Partnership” (LAUSD Form DP 1.0)
	At least two of the documents listed in Section (9) below
Child, to age 19	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 19	Birth Certificate and income tax return showing dependent status
Adopted Child, to age 19	Adoption papers
Child who is a Legal Ward, to age 19	Court order establishing legal guardianship
Child over 19, to age 25	In addition to the appropriate documents listed above, proof of full-time student status is required at least annually

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

a. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past 12 months immediately preceding the application for coverage with the LAUSD;

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- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous 12 month period;
- (6) are at least 18 years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;
- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

b. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age 19 or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age 19.

3.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, "Statement of Disenrollment or Termination of Domestic Partnership." The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

3.3 For the District-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

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3.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan. Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

- An application for such coverage is made simultaneously with the employee's initial enrollment.
- The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).
- Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the health Insurance Section before the end of the 30 day period.

3.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

3.6 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. The District's Health Insurance Section shall announce the date of said open enrollment period.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving an STRS/PERS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at

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least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty nine (39) months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive.

d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. For employees who have a break in service, this must include at least ten (10) consecutive years immediately prior to retirement.

e. Employees hired on or after March 1, 2007 but prior to April 1, 2009 shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the "Rule of 80" eligibility requirement (section 4.0 (d) above) to receive employee and dependents' health and welfare benefits (medical dental and vision) upon retirement as provided for in this agreement.

f. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.

g. For employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five(25) consecutive years of service with the District immediately prior to retirement.

h. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for

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coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

5.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

5.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

5.2 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section.

5.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of AALA on_leave pursuant to Article IV, Section 3.0 shall not be subject to the maximum 18 month period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

6.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

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c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for District paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

6.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section.

7.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

8.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), and comparable State law eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans.

8.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status.

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The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

8.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

8.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

9.0 Miscellaneous Provisions:

9.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

9.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

9.3 AALA shall be furnished with a copy of the current Plans and Plan summaries; the District shall notify AALA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

9.4 Employees shall receive an extension of the "Continuation of Enrollment" (see 6.0) by qualifying for an Extended Special Medical Leave under the following conditions:

Article XIV – Health and Welfare

a. The employee must have accumulated a minimum of 20 years of qualifying service;

b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced stages of multiple sclerosis, cancer, sickle cell disease, diabetes, cerebral palsy and muscular dystrophy, etc.);

c. The procedures of Article XI governing "Medical Appeals" shall govern determinations to be made under this section.

d. The Extended Special Medical Leave may be renewed annually and, if continued until retirement under STRS/PERS, will permit the employee to qualify for District-paid insurance plans upon receipt of retirement allowances.

9.5 STRS Counseling: The District intends to renew its agreement to provide District office space to STRS representatives who will be available for retirement counseling and workshops. The District and AALA shall cooperatively discuss with STRS the nature of those services.

9.6 The District will continue the IRS Section 125 Plan at no expense to the District.

ARTICLE XV

MISCELLANEOUS

1.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Board of Education may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

- a. The District shall pay the cost of replacing or repairing:
 - (1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
 - (2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the supervisor before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
 - (3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or
 - (4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.
- b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.
- c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

Article XV - Miscellaneous

d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

e. A request for reimbursement, co-signed by the immediate supervisor, shall be filed by the employee with the Insurance Section within 60 calendar days of the loss.

f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

g. If the Insurance Section denies a claim, an employee may file an appeal to the Board of Education.

ARTICLE XVI

TERM OF AGREEMENT

1.0 Term: This Agreement shall become effective upon adoption by the Board of Education, and shall remain in full force and effect, pursuant to its terms, up to and including June 30, 2014, and thereafter extended on a day-to-day basis until terminated by either party upon ten (10) calendar days' written notice. There shall be reopener negotiations as follows:

At any time after April 1, 2012 and April 1, 2013, each party shall be entitled to reopen negotiations regarding Article XII (Salaries) and/or furloughs and other compensation subjects; and also two additional (2) Articles. All such negotiations shall commence within ten (10) days of a written request to reopen, unless there is mutual agreement for a longer period. Nothing herein shall require that a party identify all of its chosen reopeners at the same time.

2.0 Limited Negotiations: Nothing in this Article shall be read as preventing a party from reopening negotiations pursuant to the provisions of Article II, Effect of Agreement, nor shall this Article prevent the parties from, by mutual agreement, adding additional subjects for reopener negotiations. The District and AALA agree to develop a procedure for identifying items that, after initial discussions, the parties decide are appropriate for negotiations and/or consultation during the life of this Agreement.

3.0 Negotiations for Successor Agreement: Negotiations for the successor agreement to this Agreement shall commence at the request of either party any time after January 1, 2014.

4.0 Pre-July 1 Changes: The District and AALA are aware of the individual employee annual contract year, which begins on July 1 and ends on June 30 of each year, pursuant to the Education Code and applicable case law. It is the intention of the District and AALA that the continuation of this Agreement past July 1 shall not make its terms a part of the individual annual contracts for the following school year so long as the Board, by formal action prior to July 1, sets forth any changes which it intends to implement (absent subsequent agreement with AALA to the contrary.) Such Board action shall be deemed effective as though fully implemented prior to July 1. AALA and the District agree that (a) the District may take such action prior to the completion of negotiations even though the parties may not be at impasse at that time, and (b) AALA has not waived its right to negotiate about such changes subsequent to the Board action.

APPENDIX A

PEER ASSISTANCE

1.0 Purpose: The process has been developed to provide neutral, non-judgmental and remedial assistance to bargaining unit members for the purpose of improving their performance.

2.0 Team: The Peer Assistance and Review Team is to be made up of three administrators represented by AALA; one team member is to be selected by the District, one is to be selected by the employee requesting or agreeing to intervention, and one to be selected by AALA who shall serve as chairperson.

3.0 Confidentiality: In order to encourage a supportive professional relationship between the employee and the assistance team, all discussions are to be treated as confidential and private.

4.0 Joint Intervention Process:

a. The immediate supervisor (or designee) shall determine if assistance is needed. This must be in a conference letter to the employee with specific areas of need identified. The need must not only be specific in nature but a repeated problem as perceived by the immediate supervisor (or designee). However, it is understood that the peer assistance and review process may not be applicable in situations when immediate discipline or administrative action is appropriate.

b. The immediate supervisor (or designee) shall consult with the employee to determine if the employee wished to invoke the peer assistance process. If the employee does not want to do so, the regular evaluation procedure will continue. Failure of the employee to invoke the peer assistance and review process shall not be construed against the employee. If the employee selected the peer assistance and review process, the immediate supervisor (or designee) will notify AALA. AALA representatives will meet with the employee, explain the process and obtain the employee's written approval to begin the process. At that time, the 60 calendar day period begins. The employee may withdraw approval of this process at any time with full knowledge that the regular performance evaluation procedure may be initiated and/or continued.

c. The assistance team will meet with the supervisor and employee to identify needs, possible solutions and a mutual strategy for providing assistance. Assistance may take the form of direct consultation, referral to outside sources or both.

d. The peer assistance and review process shall not exceed 60 calendar days. If more time is required and requested by any party, all parties must agree. During this period, the regular evaluation process will be held in suspense. Insofar as practicable, the assistance team will meet after the close of the instructional day for school site locations.

Appendix A – Peer Assistance

e. At the end of the process, the assistance team report shall issue a written report agreed upon by consensus. The report shall contain suggestions for improvement in the areas of need identified and suggestions to assist the employee and the supervisor in improving the performance of the employee. Copies of this report shall be given to the AALA president and to the Office of Staff Relations. The supervisor and the employee shall be given a summary of the results by their respective representatives. The procedure and report shall not be part of the District personnel file.

f. Notwithstanding the above, Peer Assistance and Review shall be invoked no later than 90 calendar days prior to the issuance of the Final Evaluation Report.

5.0 Self-Initiation Procedure: The employee contacts AALA.



APPENDIX B

Los Angeles Unified School District
2011-2012 MASTER SALARY (G) TABLE

PAY SCALE GROUPS 22G TO 49G: 2011-2012 rates continue the 2010-2011 rates. For AALA-represented employees, approximate annual salaries in parentheses reflect 4 unpaid furlough days (257 paid days for A basis, 230 paid days for E basis, 222 paid days for D basis, and 217 paid days for B basis) This salary table is provided for employee information only and not to be used to modify Budget, Payroll, BTS tables or data.

Table with columns: Pay Scale Group, Pay Scale Level (1-5), and salary values in two columns per level. Rows include groups 22G through 49G with A, B, D, and E basis options.

Los Angeles Unified School District

2011-2012 MASTER SALARY (G) TABLE, Etc. (Continued)

CAREER INCREMENTS FOR MASTER (G) SALARY TABLE

[Applicable to Pay Scale Groups 22G to 49G, only]

Note: For Payroll purposes, the career increment amount is added to the base salary for each pay scale group and rounded appropriately on the paycheck. 2011-2012 rates continue the 2010-2011 rates. Approximate annual salaries in parentheses reflect 4 unpaid furlough days (257 paid days for A basis, 230 paid days for E basis, 222 paid days for D basis, and 217 paid days for B basis).

First Career Increment:

Pay Scale Group G, Pay Scale Levels 51-55

<u>A Basis Annualized</u>	<u>E Basis Annualized</u>	<u>D Basis Annualized</u>	<u>B Basis Annualized</u>
\$1,494	\$1,339	\$1,294	\$1,265
(1,471)	(1,316)	(1,271)	(1,242)

Second Career Increment (Effective July 1, 2007): To be eligible for the second career increment, (50% greater than the first career increment), the employee must have been paid on the first career increment for five years while meeting pay scale level advance requirements. The career increment shall become effective at the beginning of the month immediately following the date that all requirements are completed and all necessary verification is on file with the Human Resources Division.

Pay Scale Group G, Pay Scale Levels 61-65

<u>A Basis Annualized</u>	<u>E Basis Annualized</u>	<u>D Basis Annualized</u>	<u>B Basis Annualized</u>
\$2,241	\$2,010	\$1,940	\$1,897
(2,207)	(1,976)	(1,906)	(1,863)

Doctorate Degree Differential: 2011-2012 rates continue the 2010-2011 rates. Pay Scale Groups 22G-49G, only. Approximate annual salaries in parentheses reflect 4 unpaid furlough days (257 paid days for A basis, 230 paid days for E basis, 222 paid days for D basis, and 217 paid days for B basis).

Effective 7/01/08, degree differentials are hourly rates paid as worked.

<u>A Basis Annualized</u>	<u>E Basis Annualized</u>	<u>D Basis Annualized</u>	<u>B Basis Annualized</u>
\$1,494	\$1,339	\$1,294	\$1,265
(1,471)	(1,316)	(1,271)	(1,242)

Note: 1. For employees working a complete school year, the following is applicable:

A basis annualized: 261 paid days; 2,088 hours	(A basis annualized with 4 furlough days: 257 paid days; 2,056 hours)
E basis annualized: 234 paid days; 1,872 hours	(E basis annualized with 4 furlough days: 230 paid days; 1,840 hours)
D basis annualized: 226 paid days; 1,808 hours	(D basis annualized with 4 furlough days: 222 paid days; 1,776 hours)
B basis annualized: 221 paid days; 1,768 hours	(B basis annualized with 4 furlough days: 217 paid days; 1,736 hours)

2. Annual salaries for A, E and B bases annualized are obtained by multiplying the respective basis monthly payment rate by 12 payments.