



BARGAINING AGREEMENT

between

HUNTINGTON BEACH CITY

SCHOOL DISTRICT

and

HUNTINGTON BEACH

ELEMENTARY

TEACHERS ASSOCIATION

2021-2022

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ARTICLE I: TERM OF AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Huntington Beach City School District ("Board") and the Huntington Beach Elementary Teachers Association--California Teachers Association--National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act") and the Education Code Chapters 1010-1011, Title 1 and 2.
- 1.3 Term of Agreement
 - 1.3.1 This Agreement shall remain in full force and effect until June 30, 2022.

ARTICLE II: RECOGNITION

- 2.1 The Board confirms the voluntary recognition granted on May 20, 1976 and recognizes the Association as the exclusive representative for meeting and negotiating for all certificated employees of the Board employed in the following classifications: classroom teacher, nurse, speech therapist, music teacher, physical education teacher, GATE teacher, GATE facilitator, temporary teacher, part-time teacher, Title I facilitator, school counselor and any new teaching positions created by the School Board and excluding those certificated classifications identified by the District as management, supervisor, confidential, or irregular part-time: superintendent, assistant superintendent, director, principal, assistant principal, coordinator, psychologist, home teacher, Program Specialist-Special Education, Preschool teacher – Fee-based and substitute teacher.
- 2.2 Any new classification established by the Board shall have a designation made by the Board as to their inclusion in the unit. It is understood that if the new classification is substantially the same as one of the above positions, that designation shall be used in determining its inclusion or exclusion. It is understood that if any new classification involving full-time teaching duties for at least fifty percent (50%) of the school year is created, they shall be included as part of this unit unless a waiver is granted by the Association.

ARTICLE III: TEACHER RIGHTS

- 3.1 The District and the Association recognize the right of teachers to form, join, and participate in lawful activities of employee organizations and the equal alternative right to refuse to form, join, or participate in employee organization activities.

ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities subject to Civic Center Regulations. Equipment shall include those items which are available for Civic Center use or are used by employees in the regular course of their duties when such equipment is not otherwise in use.
- 4.2 The Association may use the school mailboxes, District mail service and designated bulletin board spaces subject to the following conditions:
- (a) All postings for bulletin boards or items for school mailboxes must contain the approximate date of posting or distribution and the identification of the organization.
 - (b) A copy of such postings or distributions to the general membership shall be delivered to the Superintendent or his/her designee at the same time as posting or distribution.
- A representative of the Association may make announcements at faculty meetings.
- 4.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property during regular duty hours provided, however, such business shall be conducted at times not to interfere with regular teacher duties. Association representatives shall report to the principal or his/her designee upon initial entrance on site to provide information on length, place, and purpose of visit. The Association shall provide each building principal with the names of representatives authorized to discuss Association business. The Association shall notify the District not later than September 21 of each school year and within seven (7) calendar days of any changes in leadership.
- (a) Site administrators will provide an opportunity for monthly meetings with the School Site Representative at a mutually determined time to discuss site concerns.
 - (b) The Association reserves the right to assign an Association Representative who will serve on selected committees designated by the District.
- 4.4 The Board shall place on the agenda of a Board meeting an item for consideration under "new business" any non-negotiable matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's Office whenever possible seven (7) days but no less than five (5) days prior to Board meeting.
- 4.5 The Board shall grant twenty-five (25) days of released time without loss of pay or benefits to be used by the Association President or his/her designee to attend to Association business. During years when a full contract is being negotiated, the Board shall grant an additional five (5) days. The President shall provide the District with advance notice prior

to his/her absence when absence is required; preferably one (1) or two (2) days. District shall bear the substitute cost. Fifteen (15) additional days, excluding state/national meetings per Education Code 44987, shall be granted to the Association President or designee to attend to Association business, with the Association to bear the substitute cost. The number of days may be increased by mutual agreement. Minimum notice may be waived by the District.

- 4.6 Upon request, no later than November 1, each school year, the District shall email the Association an electronic delimited file of all Bargaining Unit members, including names, home addresses, telephone numbers, school locations, and school phone numbers. Telephone numbers shall be withheld if the teacher has so requested.
- 4.7 Payroll deductions for membership in the Association, dependent health insurance, credit unions, approved tax sheltered annuities, group life insurance, income protection insurance, and other deductions as authorized by the Board, shall be arranged through the Business Office. The District shall provide the Association on a monthly basis with a warrant for the amount of monies deducted for membership dues along with a listing of the amount and the names of those whose membership dues were deducted.
- 4.8 The Association shall have the right to submit its views to the Board of Trustees on any changes of District policy, outside the contract.
- 4.9 The Association shall have the right to consult on the definitions of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the Board under the law.
- 4.10 The Board shall furnish the Association with four (4) copies of the Board agendas and explanations to the agenda with approved minutes including non-confidential budget and human resource items at the same time they are furnished to the Board. A copy of all public financial records shall be furnished within five (5) days of request.
- 4.11 The Board retains the right to charge the Association for reasonable costs of preparing and reproducing requested materials.
- 4.12 The Board shall not discriminate against any teacher on the basis of membership in an employee organization or participation in the activities of an employee organization.
- 4.13 In the event a unit member's job is affected by a change in state credentialing requirements the District, upon request, shall meet with the Association to discuss alternative methods for meeting the new requirements.
- 4.14 Organizational Security

- 4.14.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments, payable to the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the unit member for each month for ten (10) months. Such assessments, fees, and dues shall be prorated for employees who are hired after the beginning of the school year.
- 4.14.2 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) school days from the effective date of Section 4.14, or within thirty (30) school days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum payment or in the same manner as set forth in paragraph 4.14.1 above. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 4.14.1 above. There shall be no charge to the Association for such mandatory payroll deduction.
- 4.14.3 Any unit member who is a member of a religious body whose formal tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support HBETA/CTA/NEA; except that such unit member shall pay, in lieu of a service fee, sums equal to such fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(C) (3) of Title 26 of the Internal Revenue Code:
- (a) Foundation to Assist California Teachers
 - (b) Huntington Beach Education Foundation
 - (c) Any other charitable, non-profit organization mutually agreed to by the unit member and the Association.

Such payment shall be made pursuant to Section 4.14.1 of each school year.

- 4.14.3.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body, pursuant to paragraph 4.14.3 above, shall be made on an annual basis to the District.

Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

4.14.3.2 Questions concerning the application of paragraphs 4.14.3 and 4.14.3.1 above may be submitted to binding arbitration conducted pursuant to the rules of the American Arbitration Association and shall involve the impacted unit member and the Association, but not the District.

4.14.3.3 The District shall honor the unit member's request to deduct payments as set forth in paragraphs 4.14.3 and 4.14.3.1 above pending the outcome of the arbitration decision, or if appealed, the decision of a court of competent jurisdiction. The fees and cost of the arbitrator shall be paid by the Association. All other costs shall be borne by the party incurring them.

4.14.4 The Association shall furnish any information needed by the District to fulfill the provisions of this Section including identifying unit members who pay directly to the Association pursuant to Section 4.14.2 by October 1 of each school year. The District agrees to notify new unit members concerning Sections 4.14.2 and 4.14.3.

4.14.5 The Association, CTA and/or NEA, agrees to indemnify and hold harmless the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expenses, fees, and judgments and providing an effective defense on behalf of the District at the direction and expense of the Association against any and all lawsuits or other legal proceedings, arising out of and in connection with Section 4.14.

4.14.6 Upon request, and subject to Association established procedures, unit members shall have the right to receive a refund of that portion of the agency fee which represents political or ideological spending on the part of the Association, CTA/NEA, not related to collective bargaining or employment matters.

ARTICLE V: DISTRICT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. The exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 5.2 Included in, but not limited to, the District's duties and powers are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 5.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. Emergency shall be defined as a situation which requires immediate action for the preservation of the public order, safety, or general welfare.

ARTICLE VI: GRIEVANCE PROCEDURE

6.1 Section 1. Definitions

6.1.1 A "grievance" is a formal written allegation by a grievant(s) that the grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school District are not within the scope of this procedure.

6.1.1.1 A "grievant" may be any unit member, or the Association, covered by the terms of this Agreement. A "working day" is any day in which unit members are required to render service in the District. The "site administrator" or "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

6.1.1.2 The "grievance representative" is an individual designated by the Association to assist in the processing of grievances. The grievant, or the Superintendent's designee, may request the presence of a representative or representatives at any meeting.

6.1.1.3 Reasonable released time shall be provided for the designated grievant and designated grievance representative to process grievances.

6.1.1.4 The time limits stated herein may be extended by mutual written agreement. In the event the grievant fails to meet the prescribed or extended time limits, such failure shall constitute a waiver of the grievance.

6.1.1.5 A decision rendered at any level shall include specific reasons for that decision.

6.1.1.6 A decision rendered by the District at any level shall be considered final unless an appeal is registered by the grievant(s) within the time limits specified.

6.1.1.7 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, both parties may mutually agree to reduce time limitations.

6.1.1.8 Level I of the grievance process may be waived if the grievant and principal or site administrator are in agreement. Level II may be waived if the District and the Association agree.

6.1.1.9 In those instances in which related or similar grievances are being heard, the Association and the District by mutual agreement may combine the grievances for processing beginning at Level I.

6.2 Section 2. Informal Level

6.2.1 Prior to filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

6.3 Section 3. Formal Level

6.3.1 Level I

6.3.1.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within fifteen (15) working days after the grievant knew or reasonably should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived. The grievant shall present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

6.3.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

6.3.1.3 If a formal grievance has been filed, the grievant may request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance. The meeting shall be held within ten (10) working days after filing the grievance.

6.3.1.4 Within ten (10) working days following the meeting to discuss the grievance, the principal or site administrator shall render the decision and the reasons therefore, in writing to the grievant and to the exclusive representative. If the principal or site administrator does not respond within the time limits, the grievant may appeal to the next level.

6.3.1.5 All materials related to the processing and resolution of a grievance shall be kept in a file separate from the grievant's personnel file.

6.3.1.6 No party to a grievance shall take any reprisals against the other party to

the grievance because he/she participated in the grievance procedure.

6.3.2 Level II

6.3.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) working days of the receipt of the Level I decision. A grievant filing for a Level II meeting will forward the written grievance and the Level I decision to the superintendent or his/her designee for processing.

6.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

6.3.2.3 The Level II form for appeal shall be considered a formal request for a meeting and a written decision by the superintendent or his/her designee. The meeting shall be held within ten (10) working days from receipt of the grievance.

6.3.2.4 The superintendent or his/her designee shall render a written decision to the grievant and the Association within ten (10) working days after the meeting at Level II. The decision shall include a clear and concise statement of the reasons for the decision. If the superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

6.3.3 Level III

6.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may request a hearing before an arbitrator within ten (10) working days of the receipt of the Level II decision. Submission for arbitration must be with the concurrence of the Association. Such requests by the Association will be in writing and shall be filed with the superintendent or his/her designee.

6.3.3.2 The grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the American Arbitration Association, according to its rules, to supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 6.3.3.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.
- 6.3.3.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 6.3.3.5 Issues arising out of the exercise by the Board and administration of its responsibilities under Article V of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.
- 6.3.3.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings which shall be binding on the parties.
- 6.3.3.7 Any issue involving the arbitration shall be first ruled upon by the arbitrator prior to hearing the merits of the grievance.
- 6.3.3.8 The Board's total liability for direct or indirect costs imposed by arbitration awards rendered during any given school year is \$250,000. This includes, but is not limited to, back pay awards or awards requiring the District to take action which results in a cost to the District.

ARTICLE VII: HOURS OF EMPLOYMENT

- 7.1 Unit members are required to be on duty and render school site services thirty (30) minutes prior to the start of the school day. They shall remain until the end of the last class at their school site and the completion of their other assigned duties. Upon request, a unit member shall notify his/her principal or designee prior to leaving the school site early.
- 7.1.1 Special Education teachers shall not be required to attend Special Education Procedural Review meetings sponsored by the District and/or the West Orange County Consortium for Special Education (WOCCSE) after the end of the instructional day. If Special Education Procedural Review meetings are rescheduled on non-planning days, then Special Education teachers shall not be required to attend the District and/or the West Orange County Consortium for Special Education (WOCCSE) after the end of the instructional day. Should these Special Education meetings become mandatory on non-planning days, Special Education teachers shall be compensated for up to two (2) hours at the after school hourly pay rate in accordance with Article XIV Salaries, Section 14.3.2. Special Education Procedural Review meetings shall abide by the following guidelines:
1. Scheduled prior to the beginning of the school year.
 2. Scheduled to conclude no later than 4:30 p.m.
- 7.2 Unit members shall perform such additional responsibilities as set forth in the Agreement and as required by law or by existing District policies and procedures. Unit member responsibilities shall include: preparation, lesson planning, student and instructional aide supervision, grade level and staff meetings, Open House, Back-to-School Night, record keeping, parent conferencing and communications, and student academic support. Total faculty meetings shall normally be scheduled on early release days and shall not normally extend more than two (2) hours beyond the student day. If additional faculty meetings need to be scheduled by the principal, prior notification at least twenty-four (24) hours in advance shall be given when possible.
- 7.3 Site/District planning day is an early release day for students, which shall be scheduled to allow time for staff meetings, professional development, and District-directed activities. No more than sixteen (16) Site/District planning days shall be scheduled for any one school year. Unit member/Association planning day is an early release day for students, which shall be scheduled to allow time for unit member-directed activities. No more than sixteen (16) unit member/Association planning days shall be scheduled for any one school year.

Neutral day is an early release day for students, which shall be negotiated as part of the calendar that coincides with annual events. Any site-directed meeting or activity shall not be held on these dates, included but not limited to, staff meetings or District professional development. IEP Meetings may be held by mutual agreement between the site administrator and the IEP team. The respective case manager is responsible for working with the General Education Teacher(s) involved in this IEP. These annual events are as follows:

- a. Elementary Back to School Night
- b. Middle School Back to School Night
- c. Elementary Open House
- d. Middle School Open House
- e. Parent Conferences - One (1) full day of release time shall be provided for parent conferencing. This one (1) full day shall be placed between two early release days designated as “neutral” days to allow for three (3) consecutive days of conference time. Each individual teacher shall determine the structure of their conference times.
- f. Last two (2) days of school

7.3.1 Site/District planning days, unit member/Association planning days, site, and neutral planning days will be determined within negotiations in accordance with Article VIII Work Year, Section 8.2.

7.3.2 In cases of emergency, the identified Site/District planning days, unit member/Association planning days, or neutral days may be adjusted with the approval of the school site representative or Association designee and final approval by Human Resources or District designee. In cases of mutual agreement between the site administrator or District designee and Association Site representatives or Association designee, the identified Site/District planning days and unit member/Association planning days may be adjusted with the approval of the majority of the staff with this vote being conducted by the school site Representative.

7.4 A unit member may leave his/her school early (up to thirty (30) minutes) before the end of the school day for personal emergency without any salary or sick leave deduction if the teacher first discusses his/her reason for leaving early with the principal, receives approval from the principal and makes arrangements for his/her class to be taught by another

qualified certificated employee. The teacher may exercise this leave no more than ten (10) times per year.

7.5 The first and third Tuesdays of each calendar month of the school year shall normally be reserved for Association meetings. It is also agreed that any scheduled site and/or District meetings or in-services shall normally be scheduled to conclude no later than 3:00 p.m. on these designated Association meeting days.

7.6 School Day means the amount of time each day established by the Board during which students are required to be in school as scheduled at each school site.

7.7 The number of annual instructional minutes required per grade level shall be as follows:

K - 3 = 50,460 minutes

4 - 5 = 54,040 minutes

6 - 8 = 54,040 minutes

NOTE: These minutes were calculated jointly by the District and the Association to reflect current practice except kindergarten. Passing periods are counted towards instructional minutes in Middle School; however, though there are two (2) passing periods before and after lunch, only one (1) passing period at the beginning of lunch per the California Education Code is counted towards instructional minutes.

ARTICLE VIII: WORK YEAR

8.1 Continuing teachers shall be required to work 185 workdays. The work year shall consist of 180 days for instruction, and three (3) days for staff development, one (1) Flexible Non-Instructional workday, and one (1) day for parent conferences.

8.1.1 Unit members new to the district shall be required to work 185.5 days. The work year for unit members new to the District shall consist of 180 days for instruction, three (3) days for staff development, one (1) Flexible Non-Instructional workday, one (1) day for parent conferences, and a half day for new employee orientation.

8.1.1.1 The District and Association will plan and execute new employee orientation collaboratively.

(a) The New Employee Orientation day shall be negotiated as part of the work year calendar and included in section 8.2 below. The agenda for this day shall allot an equitable amount of time to allow the Association to advise certificated employees in attendance of their rights, benefits, responsibilities, and other related matters.

(b) The Association will be informed of onboarding activity that occurs throughout the school year. The Association will annually provide an updated list of site representatives to the Human Resources Department so that the information of new hires will be given to respective representatives and the Association President with the option to conduct individual orientations on Association designated planning days.

(c) The District shall include the California Teachers Association/Association membership form as part of the New Employee Packet.

8.2 The District and the Association shall negotiate a work year calendar which shall be finalized when possible no later than March 1, and made available for distribution.

8.3 One of the staff development days referred to in sections 8.1 above shall be scheduled prior to the opening of the school year and shall last no more than seven (7) hours and twenty (20) minutes. One (1) Site-Based Non-Instructional Workday shall be as follows:

8.3.1 Unit members shall be required to work one (1) Site-Based Non-Instructional Workday.

8.3.2 One-half (1/2) of the Site-Based Non-Instructional day referred to in Section 8.3.1

above shall be the site administrators' directed time. The other half (1/2) of this day shall be teacher-directed time for the unit member to complete his/her duties and responsibilities. The teacher-directed half day activities shall be determined by the employee.

8.4 One (1) Flexible Non-Instructional day referred to in Section 8.1 above shall be solely teacher-directed time for the unit member to complete his/her duties and responsibilities.

8.4.1 All unit members shall work this one (1) flex day during the first ten (10) days, excluding weekends, before the official Teacher Return Date. A unit member may choose to work any period of time during these ten (10) days, provided that he/she accumulates the equivalency of one (1) full work day.

8.4.1.1 For a new unit member, the date of New Employee Orientation is not applicable towards the accumulation of this flex day.

8.4.2 The activities on this day shall be determined by the unit member.

8.4.3 Should the unit member not complete this flex day during the designated time noted in section 8.4.1 above, he/she will be deducted one (1) sick day from their sick leave account. If a serious, extenuating circumstance arises, the employee may request an exception to 8.4.1 above to the Assistant Superintendent, Human Resources or his/her designee to complete this flex day at another time during the school year.

ARTICLE IX: EVALUATION PROCEDURE

- 9.1 The provisions of this article outline the procedures to be utilized in the evaluation of certificated employees as set forth in Education Code Sections 44660-44664.
- 9.2 The primary goal of this evaluation procedure is for the improvement of instruction. Therefore, the criteria and procedures described below are to assess certificated employee effectiveness as it reasonably relates to the following:
- a) Progress of students toward standards of expected achievement.
 - b) The instructional techniques and strategies used by the employee.
 - c) The employee's adherence to curricular objectives.
 - d) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
 - e) Fulfillment of professional responsibilities.
 - f) The employee's compliance with Board policy and school law.
- 9.3 The evaluator shall take into consideration working conditions which may impact an employee's performance. Such conditions include, but are not limited to: equipment, supplies, facilities, work stations, student transiency, combination classes; assignments outside scope of certification, experience and training; extra duty assignments; and number of middle school subject preparations.
- 9.4 If any of the listed working conditions may have an adverse impact on his/her evaluation, the evaluatee may submit a list of those items during the Pre-Evaluation Conference and as an attachment to the Final Evaluation.
- 9.5 Responsibility for Evaluation
- 9.5.1 The evaluator shall be the unit member's immediate supervisor and/or administrator in charge.
 - 9.5.2 The principal or administrator in charge is responsible for the Final Evaluation of the evaluatee.
 - 9.5.3 No unit member shall be required to evaluate or participate in the evaluation of another unit member.
 - 9.5.4 All written materials upon which the evaluation is based must be a matter of record and shall be shared with the evaluatee at the Final Evaluation Conference. The evaluator shall not base evaluation of a certificated employee on any information which was not collected through the established evaluation process. Hearsay, when not substantiated by the evaluator or anonymous statements shall be excluded from

written evaluations.

9.5.5 The use of publisher's norms established by standardized test is inappropriate in the evaluation and/or assessment of certificated employees and shall not be used.

9.6 Frequency of Evaluation

9.6.1 Evaluation of bargaining unit members shall be conducted on a continuing basis, once each year for all personnel classified as probationary or temporary, and every other year for all personnel who have achieved permanent status and who are not on remediation plans.

9.7 Pre-Evaluation Conference

9.7.1 The evaluator and the evaluatee shall meet for the Pre-Evaluation Conference not later than October 15 of each evaluation year. For employees whose first date of service is October 5 or later, the Pre-Evaluation Conference shall be held no later than twenty (20) working days after the first date of service.

9.7.2 The purpose of this meeting is for the evaluator to explain, interpret, discuss, and distribute copies of the evaluation procedure which may be in effect at the time of the evaluation, and any other documents or information relevant to the evaluatee's evaluation.

9.8 Formal and Informal Instruction Observations

9.8.1 All observations that are part of the evaluation process shall be conducted following the pre-evaluation conference and prior to April 1.

9.8.2 All evaluation observations shall be conducted openly.

9.8.3 Formal Instruction Observations: This is a planned observation of classroom instruction which has been mutually agreed upon prior to the observation.

9.8.4 Informal Instruction Observations: Informal observations of classroom instruction are informal in nature and may take place at any time, and may or may not necessitate an evaluation conference.

9.8.5 Observations are essential and are the basis upon which the formal written evaluation is based. Each Formal instruction observation made under this section shall be followed by a conference.

9.9 Formal and Informal Instruction Observation Conferences

9.9.1 Formal instruction observation conferences shall be held within ten (10) working days of the observation. The evaluatee shall be given a written copy of the Classroom Instruction Observation Report.

9.9.2 If a deficiency is noted during an informal instruction observation a conference must be held as soon as possible, but no later than three (3) working days of the observation. The evaluatee shall be given a written copy of any observed deficiencies within five (5) working days of the conference.

9.10 Final Evaluation Conference

9.10.1 The final evaluation conference shall be held no later than April 30 of each school year, except that evaluatees subject to assistance plans shall have an evaluation conference prior to April 1 of the evaluation year.

9.10.2 The written evaluation shall be based upon at least one formal observation, and may also include informal observations.

9.10.3 Areas marked less than effective on a final evaluation shall be addressed by the evaluator to the evaluatee during the formal conference.

9.10.4 No evaluation shall be based on materials contained in the personnel file unless such materials are dated and the person drafting or placing them in the file has signed them.

9.10.5 No complaint by a citizen or parent shall be used in the evaluation of a unit member nor shall it be placed in the unit member's personnel file unless it identifies the name of the complainant, is investigated by the District and the unit member has been given an opportunity to attach a response to said complaint.

9.10.6 No evaluation shall be based on activities of the teacher outside of duty hours unless they have an impact upon the teacher's effectiveness.

9.10.7 The evaluatee's signature on the evaluation form only acknowledges receipt, and does not necessarily imply agreement with the contents.

9.10.8 After the final evaluation conference, any written response(s) prepared by the evaluatee regarding his/her evaluation shall be permanently attached to the formal written evaluation in the unit member's personnel file.

9.10.9 In accordance with the Peer Assistance and Review (PAR) program, a teacher who receives an ineffective rating in the areas of instructional strategies and/or subject content shall be assigned as a "Participating Teacher" to the PAR Program per Article XXVII.

9.11 Assistance Plans

9.11.1 Evaluatees receiving one or more Needs To Improve or Ineffective ratings on the Classroom Instruction Observation Report may be subject to assistance plans at the

evaluator's option.

9.11.2 Evaluatees shall be placed on assistance plans prior to April 1 of the evaluation year. All assistance plans shall be mutually agreed to in writing, and shall run for a minimum of six (6) weeks, and shall conclude thirty (30) calendar days prior to the end of the school year.

9.11.3 If the evaluator and the evaluatee cannot mutually agree on an assistance plan, the Assistant Superintendent of Human Resources shall meet with both parties to resolve the disagreement.

9.11.4 Assistance plans shall cite specific qualities, abilities, or deficiencies of the employee and make specific recommendations for improvement. The evaluator shall meet with the evaluatee, make specific recommendations for improvement, and provide assistance to implement the recommendations.

9.11.5 The evaluator and evaluatee shall hold a follow-up conference to review the Assistance Plan within ten (10) days of the conclusion of the plan.

9.11.5.1 If the evaluatee has successfully completed the Assistance Plan, then all of the areas marked "Needs to Improve" shall be marked to reflect Effective ratings on the Summative Evaluation form.

9.11.5.2 If the evaluatee fails to successfully complete the Assistance Plan, then the areas marked Needs to Improve shall be changed to Ineffective ratings on the Final Evaluation form.

9.12 Remediation Plans

9.12.1 Remediation plans shall apply only to permanent employees.

9.12.2 At the end of the Assistance Plan, unit members receiving one or more ineffective ratings shall be subject to a formal remediation plan and returned to the evaluation cycle for the subsequent school year. All documentation shall be attached to the final evaluation and placed in the evaluatee's personnel file.

9.12.3 Employees subject to remediation plans shall be notified in writing by June 10. No employee shall be subject to a remediation plan, unless they have been through an assistance plan for the noted deficiencies.

9.12.4 The evaluator and evaluatee shall meet by October 15 to develop the remediation plan.

9.12.5 The remediation plan shall only address those areas where the evaluatee received an ineffective rating.

- 9.12.6 The remediation plan shall adhere to the same timelines and procedures as specified in this article for a formal evaluation.
- 9.13 Review Process
- 9.13.1 A District level review may be initiated by the evaluatee/evaluator regarding disagreements over the issuance of ineffective ratings at the assistance plan follow-up conference.
- 9.13.2 The review committee shall be composed of one (1) representative selected by the evaluatee, one (1) representative selected by the principal, and one (1) representative selected by the teacher from the certificated administrators serving on the Superintendent's cabinet, excluding the Superintendent.
- 9.13.3 The committee's decision shall be in writing and shall be advisory to the evaluator.
- 9.13.4 At the time of the review, the evaluatee and his/her representative shall be released without loss of pay or leave during the proceedings.
- 9.14 Evaluation Forms
- 9.14.1 It is understood by the parties that during the term of this agreement changes will be made to these forms only by mutual agreement.
- 9.14.2 Attached and incorporated into this agreement as Appendix B are the evaluation forms as agreed to by the parties.
- 9.15 In regard to this article, no legal action shall be taken against a permanent employee regarding his/her employment status until after a remediation plan has been completed.
- 9.16 Nothing in this article precludes the District from taking lawful disciplinary action against an employee for violation of the Education Code, Civil Code or Penal Code.

ARTICLE X: LEAVES

10.1 The leave benefits mandated by the Education Code are incorporated into this Agreement. Individuals who utilize unpaid leave provisions for an extended period of time shall not be guaranteed of the right to return to their former site and/or assignment.

10.1.1 Discretionary leaves may be granted only when the District has secured a substitute or replacement unit member. The departing unit member shall not be released until he/she has completed any and all assigned overlap and planning time with the substitute or replacement teacher, as well as any student grading and/or parent conferencing.

10.1.2 When reasonable doubt exists, or when medical release is needed to establish renewed physical fitness after illness or accident, the District shall have the authority to require verification satisfactory to the District to determine if a leave provided for in this Article has been used in compliance with the provisions of the Agreement.

10.1.3 Unit members wishing to request leave shall comply with procedures established by the District and the Association, as delineated.

10.2 Sick Leave

Eligibility

Sick leave benefits enable a unit member to receive all or a portion of his/her regular pay during instances of absence from duty when the unit member is ill or injured. In addition to instances of personal disabling illness or injury, the following circumstances shall also qualify for sick leave benefits:

10.2.1 Absences directly related to the unit member or his/her immediate family member's health, such as treatments and diagnostic physical examinations when such treatments and examinations must be made during school time, shall qualify for sick leave benefits.

10.2.2 Disability resulting from maternity shall be regarded in the same manner as any other temporary disability and shall qualify for payment of sick leave when all of the following conditions are met:

(a) The period of maternity disability occurs during the unit member's duty year and not during a leave of absence without pay.

(b) The unit member provides the District with medical certification of the specific date prior to delivery beyond which she cannot continue to perform her duties

and the specific date after her delivery when she is able to resume her duties. This specific inclusive period shall qualify for sick leave benefit.

Accumulation of Sick Leave

Every unit member shall be entitled to one (1) day of paid sick leave for each month of service. Part-time unit members shall be entitled to a proportionate amount of sick leave days in accordance with his/her contract.

10.2.3 Unused sick leave shall accrue from school year to school year.

10.2.4 At the beginning of each school year, every unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave in accordance with this policy at any time during the school year.

10.2.5 The District shall provide each unit member on or before July 1 with a written statement of his/her accumulated sick leave total as of that date.

Transfer of Sick Days from a California Public School District

Each new unit member shall be entitled to transfer any personal sick days he/she accumulated when employed by a previous California public school district, provided that the unit member was employed in that district for at least one (1) year, and begins employment in the Huntington Beach City School District during the school year immediately succeeding his/her separation. Request of the transfer shall be the responsibility of the unit member.

Reporting Sick Leave

10.2.6 Unit members shall notify the District in advance of any leave. In case of sick leave or emergency leave, unit members who find it necessary to be absent from duty shall report their absence to the online substitute system before or on the first day of their leave one hour prior to the start of said unit member's work day. After 7:00 A.M., a unit member who finds it necessary to be absent from duty, shall call the Human Resources Office as soon as possible. Any change in absence reported to the online substitute system must be revised as soon as possible by the unit member. The unit member who fails to cancel a previously requested substitute on the online substitute system shall not be allowed to return to service and shall have an

additional day of sick leave charged.

10.2.7 A unit member who is absent because of illness or accident for less than a full day shall have deducted from his/her accumulated sick leave the time absent to the next half hour.

10.2.8 A unit member who teaches summer school shall accrue and may use sick leave during summer school in proportion to the number of hours worked per day.

10.3 Personal Necessity/Personal Business Leave

Every unit member may use up to a total of seven (7) days of his/her accrued paid sick leave allotment to be applied to Personal Necessity/Personal Business Leave as follows:

10.3.1 Personal Necessity.

Personal Necessity means a circumstance which is serious in nature, cannot be expected to be disregarded, which necessitates immediate attention and cannot be dealt with during off-duty hours.

10.3.1.1 Examples of reasons for which approval to use Personal Necessity Leave shall not be granted are:

- (a) Association business
- (b) recreation, vacation
- (c) extending weekends
- (d) extending holidays
- (e) concerted activities per section 20.1

10.3.1.2 A male unit member shall be entitled to utilize personal necessity leave to care for his child or the mother of his child immediately after the birth, or when a severe emergency occurs with the mother, or unborn or newborn child, which inevitably requires the immediate attention of the father.

10.3.1.3 A male or female unit member shall be entitled to utilize personal necessity for adoption of a child.

10.3.1.4 A unit member shall not be required to give advance notice for the following uses of personal necessity:

- (a) death or serious illness of a member of the unit member's immediate family, or
- (b) accident involving person or property of the person, or property of the unit member's immediate family.

10.3.2 Personal Business.

Personal Business means a circumstance which cannot be handled outside normal working hours and is sufficiently important to absent himself/herself from his/her duties, but shall not include seeking another job, working in another job, association business or concerted activities per section 20.1.

10.3.2.1 A unit member shall not be required to disclose the specific reason(s) for use of personal business days, but certifies by his/her signature on the District-approved form that said leave was taken in compliance with this article.

10.3.3 Scheduling the use of this leave shall be subject to the advance approval of the school principal. A unit member shall make every reasonable effort to submit a request for personal necessity or personal business leave on the District approved form – “Request for Personal Necessity/Personal Business Leave of Absence” – to the school principal. Failure to give reasonable notice, normally not less than three (3) days prior to the beginning date of the leave, shall be grounds for denial of leave.

10.3.4 Personal necessity leave or personal business leave shall not be granted on Back to School Night, Open House, Parent Conference Day, or Staff Development Days except in situations which cannot be avoided and with approval of the principal or the Assistant Superintendent, Human Resources.

10.3.5 Personal Necessity Leave or Personal Business Leave shall not be accrued from year to year.

10.4 Bereavement Leave

Each unit member shall be entitled to five (5) days of paid leave of absence on account of the death of a child, sibling, parent or spouse or singular individual designated as a significant other. Each unit member shall be entitled to three (3) days of paid leave of absence on account of the death of family members as delineated in the Memorandum of Understanding, Section 10.2.2 “a” and “b”. Expansion of the definition of family for other persons because of extenuating circumstances may be granted by the Assistant Superintendent of Human Resources.

10.4.1 This leave shall not be deducted from sick leave.

10.4.2 The Board shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

10.5 Pregnancy Disability Leave

10.5.1 The Board shall provide for leave of absence from duty for any unit member of the

District who is required to be absent from duties because of disability due to pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the unit member and the unit member's physician. The unit member shall submit their physician's verification specifying the projected beginning and ending dates of the requested leave. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the Board. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

10.5.2 Unit members who need to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom are required by state law to take a leave of absence using her accumulated sick leave with full pay for six (6) weeks for a vaginal birth or eight (8) weeks for a C-section. If the unit member exhausts her accumulated sick leave, differential pay shall apply.

10.5.2.1 Differential Pay. If a unit member has utilized all of his/her current and accrued sick leave and is still absent from duty during the six (6) or eight (8) week period, whichever period is applicable, the unit member shall be entitled to a paid leave at the difference between the unit member's daily rate and that actually paid to a substitute, or the amount that would have been paid to the substitute had one been employed, not to exceed the rate normally paid to daily substitutes.

10.5.2.2 Such extended illness leave shall be used after entitlement to full-paid sick leave (current and accrued) has been exhausted.

10.5.3 Unit members who need to be absent from duty for a period of time that exceeds six (6) weeks for a vaginal birth or eight (8) weeks for a C-section from the date of delivery shall submit her physician's verification specifying the need to extend the unit member's disability beyond the legally mandated recovery time in accordance with California Education Code 44965. For absences beyond the six (6) or eight (8) week period, the District shall have the right to have the unit member examined by a

District-appointed physician, paid for at District expense.

10.5.4 The unit member, at her option, may use accumulated sick leave and extended illness leave or have a personal, unpaid leave for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom, for the period of her disability.

10.5.5 Paid leave taken under this section shall not diminish the unit member's right to take, or be compensated during, other leaves of absence, including but not limited to, pregnancy disability leave, disability leave, sick leave, bonding leave, even when these other leaves of absence are taken due to illness or injury resulting from pregnancy, miscarriage, childbirth, or recovery therefrom.

10.6 Extended Leave

Pursuant to Education Code Sections 44977 and 44978.1, if a unit member has utilized all of his/her current and accrued sick leave and is still absent from duty on account of illness or accident for a period of 100 days or less, the unit member shall be entitled to extended illness leave at the difference between the unit member's daily rate and that actually paid to a substitute, or the amount that would have been paid to the substitute had one been employed, not to exceed the rate normally paid to daily substitutes.

10.6.1 Such extended illness leave shall be used after entitlement to full-paid sick leave (current and accrued) has been exhausted, and shall run consecutively to such leave.

10.6.2 The unit member shall not be provided more than 100 days per illness or accident. However, if a school year terminates before the 100 days is exhausted, the unit member may take the balance of the 100 days in a subsequent school year.

10.6.3 When a unit member has exhausted all available sick leave, including accumulated sick leave and extended illness leave, and continues to be absent because of illness or accident and is medically unable to return, the district shall comply with Education Code Section 44978.1.

10.6.4 If a serious health problem precludes the unit member from returning at the end of extended illness leave, the unit member shall comply with District procedures for physician verification and shall request unpaid leave.

10.6.5 A unit member who suffers a catastrophic injury/illness and has exhausted all available sick leave, including accumulated sick leave and extended illness, may be eligible for Catastrophic Leave per Section 10.14.

10.7 Adoption Process/Foster Placement/Paternity Leave

The California Family Rights Act (CFRA) (Gov. Code § 12945.2) establishes, among other rights, that employers must grant leave of up to twelve (12) weeks leave for reason of the birth of a child of the unit member (mother or father), the “placement of a child with an employee in connection with the adoption or foster care of the child by the employee” (Gov. Code § 44977.2 (3)(A)).

10.7.1 Adoption Process/Foster Placement/Paternity Leave – A male or female unit member may be granted up to twelve (12) non-consecutive weeks of their accrued available sick leave allotment to be taken for matters related to the birth, adoption, or foster placement of a child.

10.7.2 This leave shall begin upon birth or acceptance of an adopted or foster child.

10.7.3 If a school year terminates before the 12 weeks is exhausted, the unit member may take the balance of the 12 weeks in the subsequent school year.

10.7.4 For mothers, leave granted under this leave section is separate and distinct from Pregnancy Disability Leave (PDL) (Section 10.6 above), which is a medically certified disability.

10.7.5 Unit members using leave per this section shall submit documentation to verify the appropriate use of this leave.

10.7.6 Except in cases of emergency, the unit member requesting this leave shall notify the district at least twenty (20) days in advance.

10.8 Unpaid Leave of Absence

A unit member may request a leave without pay for personal reasons. Such leaves may be granted for a maximum period of one (1) year. All unpaid leaves shall be requested not later than March 1, in order to qualify for consideration for the ensuing school year. Leaves shall be granted or denied no later than May 1. Mid-year leaves shall be considered only if the applicant has given six (6) weeks advance notice to the District. In situations of extreme emergency, the Superintendent may, on a case-by-case basis, waive timelines for notification. Personal leaves may be granted for, but not limited to the following reasons:

10.8.1 Health

10.8.2 Study

10.8.3 Family Hardship

10.8.4 Foreign Teaching

10.8.5 Peace Corps

10.8.6 VISTA, AmeriCorps, Teach for America

10.8.7 Personal Leave

10.8.8 Child Rearing Leave

Upon request, the Board may provide a male or female unit member who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect for not more than one (1) year. The end of the leave shall normally coincide with a natural break in the school year such as the end of a semester. A unit member shall notify the Board after the birth or adoption of a child that he/she is requesting to take such leave at least two (2) weeks prior to the anticipated date on which the leave is to commence or at the earliest possible time.

10.8.8.1 A unit member on child-rearing leave shall be entitled to all benefits accorded and obligated by all duties imposed under unpaid leaves.

10.8.9 Unpaid personal leave shall not be granted to permit a unit member to accept other employment, unless approved by the Superintendent/ designee based on the best interests of the District.

10.8.10 The beginning and ending dates of such leaves shall normally be established to coincide with winter and spring breaks or grading periods.

10.8.11 A unit member whose leave ends prior to the end of the school year shall request an extension of an unpaid leave thirty (30) days prior to the approved ending date of the leave.

10.9 Jury Duty

A unit member shall be entitled to as many days of paid leave as are necessary for Jury Duty.

10.9.1 A unit member shall suffer no monetary loss by reason of this service, but will receive his/her salary in full. The fees paid by the Court are to be given to the District as reimbursement for days served.

10.9.2 Unit members who receive notice to serve jury duty during their work year and postpone and serve the jury duty during summer, spring or winter break, shall be paid a bonus equal to the current daily substitute rate for up to five (5) days of jury duty service. For the purposes of this section, the unit member shall provide verification as follows: copy of original Jury Summons requiring jury duty during the school year and evidence of service during the summer or spring or winter break.

10.10 Subpoena Leave of Absence

Subpoena Leave is provided when a unit member is absent because of a mandatory court

appearance as a witness, not a litigant, in response to a subpoena duly served. In a case adverse to the District, where the charging party is the Association, and a unit member is subpoenaed, the Association shall pay the substitute cost for that unit member.

10.10.1A unit member shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the Court, or by the party requiring the appearance, and his/her regular salary.

10.10.2A copy of the subpoena or a certificate from the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the Human Resources Office.

10.11 Inservice Leave

The District may grant days of paid leave to unit members each school year for the purpose of improving his/her performance. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance.

10.12 Industrial Accident Leave

A unit member who has suffered an industrial illness or accident shall be entitled to a leave of absence subject to the following conditions:

10.12.1A unit member shall be entitled to no more than sixty (60) days of such leave.

10.12.2During any industrial paid leave of absence, the temporary disability checks will be sent directly to the District, and the District will pay the unit member's salary in full.

10.12.3Unit members shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time when the District receives authorization from a certified worker's compensation physician designated by the District's worker's compensation administrator that the unit member may return to work without detriment to the unit member's physical and/or mental health.

10.12.4The Board's report of an industrial accident or illness shall be kept on file in the Human Resources Office.

10.12.5The benefits provided in this section are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave allotment of a unit member who is absent as a result of an industrial accident or illness. In the event a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the Workers' Compensation Appeals Board of the State of California. While this dispute is

pending, sick leave benefits as prescribed in this Agreement shall be provided. If the Appeals Board determines that the unit member is eligible for industrial accident leave benefits, then any sick leave benefits utilized during the appeal shall be reinstated to the unit member by the Board.

10.12.6 Allowable industrial accident and illness leave shall not be accumulated from year to year.

10.12.7 A unit member on an industrial accident or illness leave shall remain within the State of California.

10.12.8 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

10.12.9 Unit members who file claims against the Workers' Compensation Program shall follow the established procedures of the Workers' Compensation Program administrative agency.

10.13 Family and Medical Leave (FMLA and CFRA)

10.13.1 A unit member who has worked for the district for more than one year, is eligible for up to 12 weeks of family leave in any 12 month period for family care and medical leave for reasons listed in Government Code Section 12945.2 (California Family Rights Act or CFRA) and the Federal Family and Medical Leave Act, 29 U.S.C.s 2601 et seq. (FMLA). The unit member must have been in paid status at least 1250 hours during the year preceding the FMLA absence.

10.13.2 Family leave may be used for the birth of a child, care of a child, placement of a son or daughter for adoption or foster care, care of the unit member's spouse, child or parent (if such person has a serious health condition), or for a serious health condition which renders the unit member unable to perform the functions of his/her position.

10.13.3 A "serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a healthcare provider.

10.13.4 During the period of family leave, the unit member shall be entitled to his/her existing health care coverage at District expense for a period not to exceed twelve

(12) weeks in any twelve (12) month period. Thereafter, the unit member may continue health care coverage at his/her own expense.

10.13.5 Certification of need for leave may be required by the District pursuant to Section 10.1.3, or as permitted under applicable law.

10.13.6 The unit member shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the unit member shall give the District as much notice as is reasonably possible. Every effort shall be made to coordinate the leave with the beginning and/or end of an academic term.

10.13.7 Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority, or District benefit plans.

10.13.8 Any leaves taken pursuant to this provision shall run concurrently with other leave(s) provided for in this Article.

10.14 Catastrophic Leave

10.14.1 Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.

10.14.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the unit member for an extended period of time, requires the unit member to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the unit member is unable to work due to his/her catastrophic illness or injury.

10.14.3 The use of this Sick Leave Bank shall be available to those unit members who have made a donation of at least five (5) days to the bank prior to each request. The exception to this restriction shall be any unit member who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.

10.14.4 Unit members may donate accumulated sick leave days to the Sick Leave Bank at a minimum of one (1) day increments. This donation shall be irrevocable. Sick leave donated will not count for retirement credit purposes for the donor, but will benefit

the recipient. The unit member shall file an irrevocable "Sick Leave Bank Deposit Form" with the Human Resources Department. A donation to the Sick Leave Bank shall be a general donation and from prior year's accumulation, and shall not be donated to a specific unit member for his/her exclusive use.

10.14.4.1 Donations to the Sick Leave Bank shall be accepted annually during the period of October 1 - October 31.

10.14.5 There is no limit to the number of sick leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below twenty-five (25) days at the time of donation.

10.14.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within ninety (90) workdays of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.

10.14.6 Any mental stress related illness may be excluded from the benefits of this rule, unless the unit member is hospitalized.

10.14.7 All unit members wishing to use this Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form" and a letter from the attending physician verifying the catastrophic illness indicating the incapacitating nature and probable duration of the illness or injury. This form and letter shall be submitted to the Human Resources Department. The request shall state the number of days being requested by the unit member. A Sick Leave bank committee shall consider the request of the unit member.

10.14.7.1 The Committee shall consist of two (2) members selected by the District, three (3) members selected by the Association and one from the Human Resources Department to provide information. Approval of the request shall require a majority vote of the Committee Members. Any rejection of a request may be appealed to the Superintendent or designee for final actions and decision. The timeline for filing an appeal shall be within ten (10) days of notice or rejection. The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed ninety (90) days. A unit member may request a specific number of days on one "Sick Leave Bank Request for Withdrawal Form".

The unit member may request additional days up to the ninety (90) days by filing an additional request for consideration by the Committee.

10.14.8 The District shall determine that the unit member is unable to work due to the unit member's catastrophic illness or injury and the unit member has exhausted all paid leave per section 10.14.1.

10.14.9 Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.

10.14.10 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day.

10.14.11 Unit members who are granted use of Sick Leave Bank Days shall be considered in regular paid status during such use for all purposes. However, only hours donated and used by the unit member will count toward seniority.

10.14.12 The Human Resources Department shall provide the Association a statement specifying the number of days available in the Bank as of November 1 of that year and the number of days unused in the previous fiscal year.

ARTICLE XI: CLASS SIZE

11.1 The average class size for the basic education program of the District shall not exceed the following maximum by more than eight (8) pupils per site at K-5 schools and twenty (20) pupils per site at 6-8 schools: the average class size for grades 1 and 2 computed on a site basis, shall be 20.4; the average class size for grades K, 3, 4 and 5, computed on a site basis, shall be thirty-one (31). The average class size for grades 6-8, computed on a site basis shall be thirty-two (32). At the end of the first quarter, and at each quarter thereafter during the school year, any site which goes eight (8) pupils at the K-5 schools or twenty (20) pupils at the 6-8 schools above the maximum site average shall be addressed in accordance with section 11.9.

11.1.1 Implementation of the Class Size Reduction Program shall be at the discretion of the District. In the event the District chooses not to participate in the Class Size Reduction Program or to accept reduced income for a specific class, classes in grades 1 or 2 shall be included in the school wide average class size not to exceed thirty- one (31).

11.2 The District shall make every substantial effort to limit the class size to conform with the number of work stations and the availability of special equipment.

11.3 The maximum class size for Special Education shall not exceed the State maximums. In special situations, the District may apply to the State for waivers as applicable.

11.4 Nothing herein shall prevent a teacher with the concurrence of the principal from regrouping students for specialized instructional programs.

11.5 The average class size for Physical Education classes at a middle school shall not exceed forty-seven (47) students computed on a per teacher basis with no class exceeding fifty (50) students including all students listed on the teacher's class roster.

11.6 The District agrees to consider staff input at the school level concerning the Fall placement of students. The District shall make reasonable efforts to distribute among classes students with Individual Education Programs, students with Section 504 of the 1973 Rehabilitation Act Accommodation Plans, students currently identified as English Language Learners, and students who are at risk of retention as identified in Board Policy 5210.

11.6.1 Principals shall meet with affected unit members to discuss placement and the equitability of distribution of students identified in 11.6.

11.7 Effective July 1, 2014, elementary combination classes shall not exceed thirty (30) students. Additional students may be added only after all classes of corresponding grades have

reached the legal state maximum.

11.8 The maximum caseload for speech and language pathologists shall not exceed sixty (60) students.

11.9 In the event the class size limitations specified above are exceeded at the end of the first quarter and each quarter thereafter, the affected teacher(s) may request within five (5) working days a meeting with the site administrator to be held within ten (10) working days to discuss options which may include, but are not limited to; maintaining status quo, cross-class instructional grouping of students, instructional aide time, instructional supplies, reconfiguration of site classes, recommendation for additional staffing.

11.9.1 Any class size remedy shall terminate when the class size average returns to the limits per section 11.1.

ARTICLE XII: TEACHER SAFETY

- 12.1 Teachers shall report unsafe or physically unhealthful conditions to their immediate supervisor. The supervisor shall investigate the report within three (3) working days and take appropriate action so as to reasonably insure safe or physically healthful conditions of the District facilities. The supervisor shall report to the teacher his/her findings and requested actions to alleviate the reported conditions.
- 12.2 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate administrator. Teachers shall complete reports required by the District relating to the violations described herein. Teachers may use reasonable force in the performance of their duties when necessary to insure the safety of themselves or others, or necessary for reasonable control of their students. This provision shall not be construed to authorize corporal punishment by teachers.
- 12.3 Teachers shall immediately complete the "Pupil Assault/Battery Report" to report cases of assault or threats of assault involving them in connection with their teaching responsibilities to their immediate supervisor who shall report the incident to the police.
- 12.4 Upon request, administrators will assist unit members with the implementation of the School Discipline Plan in addressing the disruptive behavior of a student.
- 12.5 Whenever information comes to the principal's attention which clearly identifies a student with a history of behavior and/or special needs which has been inimical to the safety of others, and which information is not privileged under the law, the principal or designee shall inform the receiving teacher(s) to whom the student is assigned on the first day of enrollment or within 24 hours after the information is received.
- 12.6 Any abuse of teachers, assault or battery upon teachers, or any threat of force or violence directed toward teachers at any time or place which is related to school activity or school attendance shall be immediately reported in writing by the teacher(s) to the immediate supervisor or his/her designee. The District shall support the teacher by taking appropriate action and provide the teacher with information related to the action taken.
- 12.7 Costs of repairing or replacing property damaged or stolen from a teacher during their time of employment will be reimbursed by the District in cases where prior approval has been obtained consistent with the limits established upon this cost. This is in accordance with Section 817 of the California Education Code and District Board Policy 4156.3.

- 12.7.1 **Limitation on Coverage:** This rule applies to those items belonging to an employee which may regularly or occasionally be voluntarily utilized by them in order to facilitate the performance of their duties. The intent is not to insure items of personal apparel, jewelry, health aids, and the like which are considered a part of an employee's person and normally on their person or in their possession while performing their duties.
- 12.7.2 **Limitation on Compensation**
Where theft or damage of authorized personal property occurs, the District liability will not exceed \$2,000 per employee in any school year and will not apply to claims of less than \$10.
- 12.7.3 **Burden of Proof**
In the case of a claim under this Article, the employee shall bear the burden of proof that the property concerned was duly authorized, in accordance with procedures specified in this Article, that the property was damaged or stolen while being utilized in the line of duty, and that the theft or damage was in no way the fault of an employee who exercised reasonable care.
- 12.7.4 **Procedure for Approval of Authorized Personal Property on District Sites**
The teacher submits a written request on the District approved form to the principal or designee describing the property and listing approximate dates for its use during the year. Once approval is granted, it remains in effect for the entire school year. (See Appendix D Personal Property Form)
- 12.7.5 **Claim for Reimbursement**
In case of loss or damage within the provisions of this Article, the teacher shall submit a claim for reimbursement on the District approved form (See Appendix E Claim Form For Replacement of Property).

ARTICLE XIII: TRANSFER AND REASSIGNMENT

13.1 Definitions

General Provisions

- 13.1.1 Transfer - A transfer is a change of a unit member from one school to another within the same position classification or from one position classification to another within the bargaining unit.
- 13.1.2 Reassignment - Reassignment is a change of a unit member within a school from one teaching assignment to another.
- 13.1.3 Voluntary Transfer or Reassignment - A voluntary transfer or reassignment is one which has been requested by a unit member.
- 13.1.4 Involuntary Transfer or Reassignment - An involuntary transfer or reassignment is one which has been initiated by the District.
- 13.1.5 Vacancy - A vacancy is a position which becomes open as a result of new positions added to existing position classifications, Board approved leaves of absence of one semester or more, resignation or retirement, or death.
- 13.1.6 The District shall post at each school site a notice of each vacancy that occurs on or before October 1. Each notice shall state a deadline for application. The vacancy shall not be filled prior to the day following the deadline for applications.
- 13.1.6.1 Any position that is newly created or becomes vacant after October 1, at the District's option, may be filled by a newly hired teacher.
- 13.1.6.2 Subsequently, any position filled after October 1 with a new hire shall be considered a vacancy for the following year and shall be filled in accordance with Section 13.1.9.
- 13.1.7 All unit members who have applied for a specific vacancy shall be notified when the vacancy is filled, and upon request, shall be given written reasons for the denial of their individual requests.
- 13.1.8 During the summer vacation period, notice of vacancies shall be sent to involuntary transfers and unit members who previously applied for voluntary transfer on the appropriate District form prior to March 1 of the year in which the vacancy exists.
- 13.1.9 Prior to April 15, in filling a vacancy, the District shall first place probationary and permanent unit members prior to other certificated unit members or outside applicants. The final selection shall be made by the District.
- In the event only one (1) or two (2) probationary or permanent unit members

apply, the District may elect not to select the applicant(s) and repost the position, unless the applicant(s) is an involuntary transfer. Applicants that are not selected by the District do not acquire special status as an involuntary transfer.

After April 15 of the school year prior to the school year in which the transfer would become effective, the District shall not give priority to the placement of probationary and permanent unit members.

13.2 Voluntary Transfer

13.2.1 A teacher may request a voluntary transfer for a vacancy. The request shall be made on a "Request for Transfer" form and sent to the Human Resources Office. The "Request for Transfer" form shall include the signature of the principal at the teacher's current assignment (for acknowledgement only). The teacher shall submit the form to the Human Resources Office. The Human Resources Office shall provide a written acknowledgment of the request within ten (10) days.

13.2.2 A transfer request may be withdrawn at any time prior to the official confirmation that the transfer has been effected.

13.2.3 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize his/her present assignment.

13.3 Involuntary Transfer

13.3.1 The District may involuntarily transfer unit members for identifiable educational or operational related reasons.

13.3.2 In selecting unit members for involuntary transfers due to enrollment decline and program reduction/elimination, the District shall apply the following considerations:

13.3.2.1 Identifiable District/school educational and operational interests and needs

13.3.2.2 Credentials/qualifications experience

13.3.2.3 District seniority within areas of certification

13.3.3 A unit member who has been involuntarily transferred may propose alternative solutions. Administrative consideration shall be given to these alternatives.

13.3.4 The involved unit member may request a meeting with the Assistant Superintendent, Human Resources, at which time the unit member may request written notification of the reason for the transfer.

13.3.5 Unit members to be involuntarily transferred shall have the right to indicate

preferences from a list of vacancies and the District shall review such requests in accordance with section 13.1.9 of this Article.

13.3.6 Notice of involuntary transfers for the coming school year shall be given in writing to the teacher as soon as it is known. If a teacher is transferred after September 1, he/she shall be given as much notice as possible. If the transfer is made during the school year, he/she shall be provided with two (2) days of certificated assistance time.

13.3.7 Subject to 13.3.2, the District shall first request and select volunteers prior to the implementation of any involuntary transfer.

13.3.8 Unit members, who have been involuntarily transferred, shall have a right to remain at that location providing that the school is not closed and that the position classification continues to be needed for a two (2) year period of time.

13.3.9 If a teacher receives an unsatisfactory evaluation in his/her current assignment, the teacher may be transferred. A teacher may not be transferred for this reason more than once every three (3) years.

13.4 Transfer – School Closure

In the event of a school closure the following procedures shall apply:

13.4.1 Unit members at the school to be closed shall be provided with a list of all vacancies in the District.

13.4.2 Unit members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.

13.4.3 The District shall attempt to place unit members in one of their top three choices. In cases where more than one unit member has listed a particular vacancy as his/her first, second or third choice, the vacancy shall be filled in accordance with section 13.1.9 and 13.3.2 of this Article. In the event a teacher is not placed in one of the top three choices, the teacher shall be given the opportunity to indicate preferences of any of the remaining vacancies prior to placement.

13.4.4 In the event involuntary transfers due to enrollment decline and/or program reduction/elimination occur at the same time as school closure, all teachers who are involuntarily transferred shall be put into the same pool for filling vacancies and shall be assigned in accordance with 13.4.1, 13.4.2, and 13.4.3.

13.5 Transfers to Newly Opened/Reopened Schools

Following a resolution by the Board that a school shall open/reopen and students shall be

transferred from other schools to the newly opened/reopened school, unit members from any school(s) required to reduce staff due to a decrease in enrollment caused by the decision shall be granted first opportunity to volunteer for vacancies at the newly opened/reopened school. Subject to Section 13.1.9, volunteers shall be placed prior to implementation of the involuntary transfer procedures described in Section 13.3.

13.6 Reassignments

13.6.1 The District may reassign unit members for identifiable educational or operational related reasons.

13.6.2 Upon request, a teacher shall be provided with written reason for the reassignment.

13.6.3 Involuntary Reassignments

Unit members who have been involuntarily reassigned shall have a right to remain in that position for a two-year period of time subject to the following exceptions:

- (1) The unit member and site administrator mutually agree to the reassignment;
- (2) The unit member has been assigned to a combination class;
- (3) The District needs to place the unit member because of credential or certificate requirements.

13.6.4 Voluntary Reassignments

13.6.4.1 Principals shall establish a procedure for receiving unit members' suggestions in formulating the initial teaching assignments, prior to April 15th of each school year.

13.6.4.2 Unit members at each school site who apply for vacant positions at that school shall be given first consideration prior to posting such vacancies District-wide.

13.6.4.3 Upon request, unit members shall be provided with the reasons for the denial of a request for reassignment to a vacant position.

ARTICLE XIV: SALARY

14.1 Basic Salary

14.1.1 The salary schedule for 2021-22 and salary classification requirements of unit members are set forth in attached Appendix A.

14.1.1.1 2021-22

1. Effective July 1, 2021, increase the current salary schedule by three point five percent (3.5%).
2. In addition to the three point five percent (3.5%) salary schedule increase, effective July 1, 2021, full-time unit members shall receive a one-time off schedule salary payment equivalent to one percent (1%) of their annual salary. This amount shall be pro-rated for part-time unit members.

14.1.2 Effective July 1, 2021, the parties agree to create a new and separate salary schedule for Speech and Language Pathologists by increasing the July 1, 2021, 2021-22 Teachers' Salary Schedule set forth in Appendix A, by five percent (5%). This new SLP Salary Schedule is set forth in attached Appendix A1. The stipend stipulated in Section 14.6 shall be eliminated for Speech and Language Pathologists.

14.1.3 Teachers who are hired for only one (1) full semester shall receive not less than one half (1/2) the annual salary for their position. Teachers who, at their own request, take a leave of absence for one semester shall be paid on a pro-rata basis for the number of days actually worked.

14.1.4 Salary payments are subject to schedules provided by the Orange County Department of Education. The District will endeavor to meet the following schedule: the annual salary shall be paid in ten (10) equal installments beginning on or about September 30. If teachers are required to render service during the preceding month, subsequent payments shall be made as close to the last day of each succeeding month as possible.

14.1.5 All teachers who are required as part of their contract to work additional days beyond the regular work year as provided in Article VII, shall be paid at their daily rate for any additional days worked.

14.1.6 Advancement on the salary schedule shall be at a rate of one (1) step for each year of teaching experience rendered to the District.

14.1.6.1 A teacher employed on contract for at least seventy-five percent (75%) of

the school year shall be given credit for that year of experience for salary schedule advancement purposes.

- 14.1.6.2 A teacher employed on contract between fifty percent (50%) and seventy-four percent (74%) shall be given credit for one year's experience for salary schedule advancement purposes on completion of the second year.
- 14.1.6.3 In cases where an individual has been frozen on a step of a column and compliance with District requirements has made column change(s) possible, the District will permit up to three (3) step advances based on accrued years of District service.
- 14.1.6.4 Shared staffing teachers shall advance one (1) step on the certificated salary schedule after serving two (2) years in shared staffing status.
- 14.1.7 All units are deemed to be semester units. A unit of work is defined as one (1) semester hour of work. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).
- 14.1.8 Upon request, the District shall provide each teacher with a statement of the number of units that the District has on file for that teacher.
- 14.1.9 General guidelines for units acceptable for salary reclassification include, but are not limited to the following:
 - 14.1.9.1 All units and degrees must be from institutions accredited by AASC or regional affiliate.
 - 14.1.9.2 Units in professional education courses taken after the date of the granting of the Bachelor Degree.
 - 14.1.9.3 Units for courses in the teacher's major or minor as designated by the credential of service.
 - 14.1.9.4 Coursework in a teaching major or minor subject field, or an area related to the teacher's present or anticipated assignment.
 - 14.1.9.5 Units taken in preparation for a degree or license in any field or area other than that which is directly related to K-8 instructional programs or that is intended to prepare an individual for a promotional opportunity not related to K-8 instructional program shall not be applicable for salary advancement, unless approved by the Assistant Superintendent, Human Resources Services, or his/her designee.

- 14.1.10 A teacher cannot be reclassified more than twice in any school year.
- 14.1.11 Teachers who meet the requirements of the contract and who complete the District specified procedures and timelines may be eligible to advance not more than two (2) columns on the salary schedule in any one (1) fiscal year, if warranted by unit accumulation. It shall be understood that the District shall allow annual column changes to take place twice each year for coursework completed prior to September 1 and February 1 of that year and verified not later than September 10 and February 10, respectively. In cases where the college or university is responsible for missing this deadline, the individual shall meet the deadline by filing an affidavit with the District until the official verification is forthcoming.
- 14.1.12 A grade of "C" or better (or "pass" where institution provides a pass/fail grading system) shall be required for acceptance of units.
- 14.1.13 Written proof of earned units may consist of a grade card, official college record or transcript and must be verified not later than September 10 and February 10, respectively. In cases where the college or university is responsible for missing this deadline, the individual shall meet the deadline by filing an affidavit with the District until the official verification is forthcoming. In all cases, an official transcript must be submitted as soon as it is made available by the school. Upon receiving the official college transcript that verifies that all requirements have been met, the District will schedule Board action to appropriately modify the teacher's salary for the current year.
- 14.1.14 Errors in current salary schedule placement shall be corrected during the fiscal year in which they are discovered.
- 14.1.15 Teaching experience, for initial salary schedule placement purposes, shall include all public school experience up to seven (7) years for new unit members employed by the District. One (1) of these seven (7) years may be for military experience or service with the Peace Corps or Vista. Maximum entry column is Column V.
- 14.1.15.1 The initial salary schedule placement for Speech and Language Pathologists (SLP) and School Nurse shall include all public and/or private employment experience with his/her respective SLP certification or School Nurse Services credential and shall be granted up to 10 years of service credit.

14.1.15.2 The following initial salary schedule placement shall apply to a Speech and Language Pathologists (SLP) and School Nurse who holds more than 10 years of public and/or private experience as an SLP or School Nurse with appropriate certification:

- a. Public and/or private employment experience with SLP certification or School Nurse Services credential between eleven (11) to a maximum of fifteen (15) years of service may be granted for initial salary schedule placement when jointly approved and a written agreement is signed by the Assistant Superintendent, Human Resources and the Association President, or his/her designee.
- b. The District shall be responsible for forwarding a copy of the written mutual agreement to the Association for record keeping purposes within ten (10) days.

14.2 Summer School Pay

14.2.1 Summer school pay shall be the number of summer school duty hours multiplied by the teacher's hourly rate of pay up to the maximum amount of Column V, Step 5 on the Teacher's Salary Schedule. By the end of the second week of summer school, maximum class sizes for general education remedial classes shall be twenty (20) contingent upon funding under the state Hourly Program received by the District remaining at least at the 2004-05 level.

14.3 After-School Hourly Pay

14.3.1 In the event the Board reinstates after-school student extra-curricular programs requiring teacher supervision, the District and the Association shall negotiate the per hour rate of pay.

14.3.2 Unit members shall receive an hourly rate of pay equivalent to Column III, Step 1 of the certificated salary schedule for District approved activities and/or staff development which occur outside the instructional day. Examples include, but are not limited to, the following:

14.3.2.1 Curriculum development.

14.3.2.2 Supervising student programs.

14.3.2.3 Providing assigned direct instruction to students in the "at risk of retention" program.

- 14.3.2.4 Providing or attending in-service identified as “Approved for Stipend” by the District.
- 14.3.3 The stipend for unit members supervising the middle school after-school sports program shall be \$900 per team. The maximum District contribution shall be \$10,000 per middle school per year. This section may be reopened for negotiations at any time at the written request of either party.
- 14.4 All teachers other than School Nurses and Speech and Language Pathologists shall be in possession of a General Elementary, Standard Elementary, Ryan Multiple Subject, General Secondary, or Junior High Credential, or other credentials as required by the District.
- 14.5 "Hourly rate of pay" shall equal the daily rate of pay divided by seven (7) hours, twenty (20) minutes.
- 14.6 Full time Speech and Language Pathologists and School Nurses shall receive an annual stipend of \$2,500, which shall be prorated for part-time employment.

ARTICLE XV: HEALTH AND WELFARE BENEFITS

15.1 The District agrees to continue to provide coverage for the existing District insurance programs as follows:

15.1.1 Medical and 50% of dependent coverage.

HMO: The District shall provide a tenthly contribution for each eligible unit member toward medical insurance equal to the District's unit member premium cost and 50% of dependent coverage for the District's basic HMO or Kaiser insurance plan not to exceed the average employee only premium costs for the District's basic HMO and Kaiser insurance plans. Any excess costs above the District's contribution shall be paid by the affected unit member through payroll deduction.

PPO: The District shall provide a tenthly contribution for each eligible unit member toward medical insurance equal to the District's unit member premium cost and 50% of dependent coverage not to exceed the average employee only premium costs for the District's basic HMO and Kaiser insurance plans. Any excess costs above the District's contribution shall be paid by the affected unit member through payroll deduction.

15.1.2 Life

15.1.3 Dental for unit member and dependents, including coverage for orthodontia

15.1.4 Disability income

15.1.5 Vision for employee and dependents

15.1.6 The coverage shall be specified within the master insurance contracts between the District and insurance carriers.

15.1.7 The employee shall complete a payroll deduction for the difference, if any, between the total premium required and the District contribution on the medical coverage.

15.1.8 The District will agree to offer a Health Maintenance Organization as an option to employees. District contribution for this coverage shall not exceed the amount of the contribution for employees electing fee for service coverage.

15.2 Eligibility

15.2.1 A teacher serving thirty (30) hours or more per week on a regular contract shall be eligible. A unit member may elect to opt out of the health and welfare benefits program provided by the District if allowed by the contracted administrator of medical insurance. Any unit member who chooses to opt out must provide annual

proof of alternative health insurance coverage during open enrollment by completing the District's approved waiver form (Appendix H), which is guided by the contracted administrator of medical insurance.

15.2.1.2 If a unit member, who opts out of the health and welfare benefits program loses eligibility for their existing health insurance program due to a change in marital or employment status or other qualifying event, the employee shall have the opportunity to opt in at any time under the terms of the District plan. It shall be the employee's responsibility to provide written notice to the District. This language does not prohibit a unit member from opting in during the regular open enrollment period.

15.2.2 A teacher who is covered by the District's insurance programs may elect to provide coverage for dependents under the terms and conditions of the master insurance contracts between the District and the carriers. This option shall be exercised within thirty-one (31) days of the beginning date of employment. If the teacher does not elect coverage for dependents within the thirty-one (31) day period, the dependents' coverage shall be subject to the carriers' requirements of insurability.

15.2.2.1 Dependents shall not have reached age 65.

15.3 Teacher Benefits During Leave of Absence

15.3.1 While on paid leave status, the District contribution shall be continued in the same manner as if the unit member had remained in regular service.

15.3.2 Teachers on District approved, non-paid leaves of absence may elect to continue coverage for themselves (and dependents) for a maximum of two (2) years, by mailing the entire monthly premium required for coverage, no later than the tenth (10th) day of the preceding month, made payable to the Huntington Beach City School District and submitted to the Payroll/Benefits Office.

15.4 Teacher Benefits During Shared Staffing

15.4.1 The District agrees to pay a proportionate amount of the premium cost for existing employee's and dependent's medical, dental and vision insurance for unit members on Shared Staffing equal to the percentage of their regular instructional assignment. The balance shall be paid by the unit member. A Shared Staffing teacher, who can provide proof of other insurance and completes the District's approved waiver form (Appendix H), may elect to opt out of the District's medical, dental, and/or vision benefits.

15.4.2 During a district-approved Shared Staffing Teacher Assignment, a Shared Staffing Teacher, in accordance with Section 15.2.1 above, who opts out of the District's medical, dental, and/or vision benefits may elect to transfer their proportionate medical, dental, and/or vision benefits percentage to their Shared Staffing Teacher Partner for the term of the annual shared teaching contract, so long as the District does not incur any additional cost or contribution towards health benefits outside of any qualifying event.

15.4.3 A Shared Staffing Teacher who elects to transfer their proportionate medical, dental and/or vision benefits percentage to their Shared Staffing Teaching Partner waives the right to opt in if they lose eligibility during the share teaching contract, unless they cover the full cost of the medical, dental, and/or vision benefits premium.

15.5 Teacher Benefits Upon Retirement

15.5.1 (The following language serves to clarify the ongoing understanding of the meaning of Section 15.5.1 by the District and HBETA):

Teachers who retire from active service in the District may elect to continue coverage and the District will continue to provide the same contribution toward medical, vision, and dental benefit coverage offered current unit members if the teacher meets all of the following conditions:

15.5.1.1 Has been actively employed in the District for any ten (10) consecutive school years. These years of service must be completed at any point during the member's career in the Huntington Beach City School District. In accordance with the California State Teacher Retirement System (CalSTRS) and Article XIV Salary Section 14.1.6.1, a full school year in this section is defined as actively employed for at least seventy-five percent (75%) of the school year. (District approved leave does not count as break in service nor as a year in service.)

15.5.1.2 Each year's service shall have been for a full school year of thirty (30) hours of paid service or more per week.

15.5.1.3 The teacher shall have been fully covered by District's insurance program for each of the ten (10) years.

15.5.1.4 The teacher shall be eligible for and provide verification of his/her receiving benefits from State Teachers' Retirement System.

15.5.1.5 The teacher shall not have reached age 65.

15.5.1.6 The retiree is not eligible for Medicare coverage.

15.5.1.7 The teacher submits advance premium payments to the Payroll Office by the 10th day of the month preceding the month of coverage that represents the difference between the District contribution and the total premium cost.

15.5.2 Retired teachers who are eligible and elect coverage may elect to continue coverage for dependents, at their expense, by completing and submitting appropriate forms.

15.5.2.1 It shall be understood that this benefit does not apply to teachers who withdraw their STRS funds in total rather than going on true retirement pension.

15.5.2.2 Dependents shall not have reached age 65.

15.6 Cancellation

15.6.1 The teacher (and dependents if covered) insurance coverage, under the District's master insurance contract(s), shall be cancelled for failure to fulfill the terms of the contract(s) for the following reasons:

15.6.1.1 Leaving the employ of the District. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage under the current insurance contracts until October 1 of the ensuing school year.

15.6.1.2 Failing to meet eligibility requirements as provided in this contract.

15.6.1.3 Failing to complete the necessary payroll deductions authorization.

15.6.1.4 Failing to submit premium payments to the Payroll/Benefits Services Office by deadline date.

15.6.1.5 Expiration of leave and non-return to active duty.

15.7 Physical Examinations

15.7.1 The District shall provide intra-dermal examinations for unit members as required by law. Unit members who are medically restricted from taking intra-dermal examinations may take an X-ray examination at a facility selected by the District at District cost.

15.7.2 The District shall pay the cost of any District required physical or mental

examination. Examination shall be made by a doctor selected by the teacher from a panel of three (3) names provided by the Board.

15.8 The District shall make available to unit members an IRC 125 plan.

ARTICLE XVI: TEACHER TRAVEL

- 16.1 Teachers who may be requested to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current rate authorized under the Internal Revenue Code, for all driving done between arrival at the first location and departure from the last location at the end of the work day.
- 16.2 Teachers who use their personal cars for authorized business of the District shall receive the benefits provided in Paragraph 16.1 above.
- 16.3 Teachers shall not be required nor shall they transport students in any private automobile.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

- 17.1 Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 17.2 This Agreement shall supersede any rules, regulations or practices of the District related to the scope of representation which are or may in the future be contrary to or inconsistent with its terms.
- 17.3 Letters of resignation submitted by unit members shall be effective at the close of the following business day after receipt by the District Superintendent or, alternatively, when acted on by the Board, whichever is sooner.
- 17.4 When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by a teacher will be deducted for such emergency days.
- 17.5 Teachers who are unable to report for work as scheduled because of a natural disaster shall not be charged with loss of pay or deduction of any leave days for up to two (2) days because of failure to report when his/her absence is reasonably verified to the District.
- 17.6 The District may schedule a different conference day for middle schools than the K-5 schools.
- 17.7 On proposed meeting dates the District agrees to transmit four (4) copies of its Board of Trustees Meeting Public Agendas to the Association. The transmittal of those agendas shall constitute both actual and constructive notice to any and all District actions which might be construed to have an effect on items within the scope of representation.
- 17.7.1 If the Association desires to bargain on a subject(s), as provided for in this Article, it shall submit ten (10) copies of an entire proposal on said subject(s), which it believes are within the mandatory scope of bargaining and which are impacted by the proposed Board action. Said Association proposal, if any, shall include its justification as to why it wishes to bargain on the subject(s).
- 17.7.2 Should the Association not request to bargain pursuant to 17.7.1 above, within fifteen (15) calendar days after the Board meeting at which such action was agendized it shall unqualifiedly waive all right to bargain any effect of such action during the term of the Agreement between the District and the Association.

ARTICLE XVIII: SAVINGS PROVISION

18.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX: COMPLETION OF MEET AND NEGOTIATION

- 19.1 During the term of this Agreement, except as provided elsewhere in this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not.
- 19.2 The terms of this Agreement may be modified by mutual written agreement.

ARTICLE XX: CONCERTED ACTIVITIES

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

ARTICLE XXI: PROFESSIONAL GROWTH

21.1 Unit members with a clear multiple subject, single subject, or special education teaching credentials are responsible for successfully completing the minimum legal requirements necessary to maintain the validity of their credential.

ARTICLE XXII: SUMMER SCHOOL

- 22.1 Summer school positions shall be posted five (5) days before the initial application deadline.
- 22.2 Summer school positions shall be filled by the most qualified certificated applicants as determined by the District. Where applicants are equal in qualifications, first consideration shall be given to the teacher who has not taught during the previous summer session.
- 22.3 Interviews shall be conducted for applicants who have not previously worked for the summer school administrator.
- 22.4 A preparation day shall be allowed for teachers. The preparation day shall consist of the assigned hours per day of the summer school assignment.
- 22.5 Teachers working summer school shall be paid according to procedures established by the Orange County Department of Education. These procedures shall be defined in writing prior to the posting of vacancies.
- 22.6 Teachers shall be paid for the entire summer session unless their classes are cancelled within the first ten (10) days of the session.
- 22.7 Summer school sessions shall be stipulated by the Board of Trustees prior to the posting of vacancies.
- 22.8 Summer school pay shall be the number of summer school duty hours multiplied by the teacher's hourly rate of pay up to the maximum amount of Column V, Step 5 on the Teacher's Salary Schedule.
- 22.9 A teacher who teaches summer school shall accrue and may use sick leave during summer school in proportion to the number of hours worked per day.

ARTICLE XXIII: SHARED STAFFING

- 23.1 Shared staffing is a plan where two (2) teachers share a single (full-time equivalent) teaching assignment, at a single school, for a period of one (1) year. Each teacher may teach one (1) full semester.
- 23.2 Teachers who wish to participate in the program during the next school year must submit an application and plan outlining specific duties and responsibilities. This plan shall be mutually agreed to in writing by each teacher and submitted to the principal for approval at the site at which the job share is proposed by March 1. Approval of plan and notification of participation shall be made by May 1.
- 23.3 Only teachers who have attained permanent status are eligible to apply for shared staffing.
- 23.4 Shared staffing teachers will not incur loss of tenure.
- 23.5 Two (2) teachers sharing the equivalent of a full-time position must be in the same school and must agree to relinquish their respective full-time teaching positions and attendant benefits.
- 23.6 Implementation of shared staffing and the selection of applicants shall be discretionary with the District and subject to final approval by the Board.
- 23.7 The District agrees to pay a proportionate amount of the premium cost for existing employee's and dependent's medical, dental, and vision insurance for unit members on shared staffing equal to the percentage of their regular instructional assignment. The balance shall be paid by the unit member.
- 23.8 Shared staffing may impact eligibility for District retirement benefits. Refer to Section 15.5.1 of this Agreement.
- 23.9 Shared staffing teachers shall advance one step on the certificated salary schedule after serving two (2) years in shared staffing status.
- 23.10 If one of the teachers in the job share resigns from the District and no satisfactory replacement can be found, the partner teacher will be responsible for assuming the full time position and receive related benefits.
- 23.11 Shared staffing teachers shall make every effort to trade work days, not to exceed 50% of the total work days, as needed to substitute for their partner in the event of short or long-term absences. The partner of the absent shared staffing teacher shall be responsible for long term planning and parent communication.
- 23.12 All shared staffing teachers shall attend Back-to-School Night, Open House and District identified Parent-Teacher Conferences. Shared staffing teachers are encouraged to attend

as many staff meetings or in-services as possible. Shared staffing teachers will attend two (2) after school staff meetings or in-services given reasonable prior notice.

23.13 Shared staffing teachers shall fulfill their proportionate share of school site responsibilities equal to the percentage of their regular instructional assignment.

ARTICLE XXIV: PERSONNEL FILES

- 24.1 In accordance with Section 44031 of the Education Code, materials in a teacher's personnel file which may serve as a basis for affecting the status of his/her employment are to be made available for the inspection of the teacher involved, provided that the request is made for a time when such person is not actually required to render service to the District.
- 24.2 Documents of a derogatory nature shall not be filed for ten (10) working days so that the teacher shall have been given notice and an opportunity to review the material and comment thereon. The teacher's comment shall be permanently attached to the original document. Such review of this material shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary reduction. Any person may enter into his/her file a comment on any material therein with no time limitation.
- 24.2.1 Copies of all derogatory materials must be included in the teacher's file before they can be used in any disciplinary action against the teacher.
- 24.2.2 Derogatory material received by the administration which might be placed in the teacher's personnel file shall not be placed in the file until after an investigation has been conducted. If such material is to be placed in a teacher's personnel file, it shall be done within a reasonable period of time after the investigation has been conducted.
- 24.2.2.1 Any such derogatory material which is determined to be erroneous by the administration shall not be placed in the personnel file.
- 24.3 Personnel files shall be maintained in the Human Resources Office.
- 24.4 Documents and materials referred to above shall not include those obtained or made prior to employment or in connection with promotion.
- 24.5 Teachers shall have the right to authorize, in writing, a representative to examine their personnel files and obtain copies of items within the file.
- 24.6 Derogatory materials placed in a teacher's personnel file shall be signed and dated by the person who drafted the material.
- 24.7 Access to personnel files shall be limited to District management representatives on a need-to-know basis. The contents of all personnel files shall be kept confidential.
- 24.8 The Human Resources Office shall maintain a log indicating the persons who have checked out a personnel file and the dates such requests were made. Such logs shall be available for examination by the teacher or Association representative if so authorized by the affected

teachers. This provision shall not be applicable to Human Resources Office employees who access personnel files during the regular course of their duties.

24.9 All grievance forms will be filed in a separate grievance file and will not be placed in the personnel file of any of the participants.

ARTICLE XXV: PERSONAL AND ACADEMIC FREEDOM

- 25.1 This article is intended to provide clarification of the unit member's personal and academic rights as set forth in current Board policies and shall not be subject to the grievance procedure in Article VI of this Agreement.
- 25.2 No evaluation shall be based upon activities of a teacher outside of the duty hours unless they have an impact upon the teacher's effectiveness.
- 25.3 A teacher has the right to become a candidate for political office and may take leave for such purposes from the District in accordance with Ed Code 44801.
- 25.4 A teacher has the right to serve on a jury and may take leave for such purposes as provided for in the Leaves article of this Agreement.
- 25.5 The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others retained by those covered under the contract.
- 25.6 A teacher shall be notified within five (5) days of any formal written complaint(s) filed in accordance with Board Policy 9043 and Article IX, Section 9.10.5 of this Agreement.
- 25.7 Parents may observe in a teacher's classroom only in accordance with District policies.

ARTICLE XXVI: NEGOTIATIONS PROCEDURES

- 26.1 The Association and the District agree that it is in their best interest to participate in collaborative negotiations with emphasis on problem solving. Therefore, not later than April 1 of the year the contract expires, the Association and the District shall meet and exchange initial lists of issues. Not later than May 1 of said year, the parties shall meet and negotiate in good faith on the exchanged issues. Any agreement reached between the parties shall be reduced to writing and ratified by the parties.
- 26.2 Either party may utilize the services of outside consultants in negotiations.
- 26.3 Negotiations shall take place at mutually agreeable times and places, including but not limited to, the regular school day.
- 26.4 The District will provide three (3) copies per school and three (3) copies at the District office of the Board's initial list of issues for purposes of review by the teachers and the community. The Association will do likewise with their initial list of issues. Each party will also provide ten (10) copies of their initial list of issues to the other party. Within thirty (30) days of the effective date of this Agreement, the District shall post the agreement on the District's website and provide sixty-nine (69) copies of this Agreement to the Association for distribution. Site Representatives shall ensure at least one (1) copy is available at each site.
- 26.5 The District shall, within three (3) days of a written request, furnish the Association with two (2) copies of all county and state required reports after they are transmitted to or received from the county or state. All non-confidential documents that are reasonably related to the negotiation process and copies of all budgetary documents that are necessary for the Association to fulfill its role as the exclusive bargaining representative, shall be furnished, upon request, to the Association.
- 26.6 Both parties may mutually agree to modify timelines.

ARTICLE XXVII: PEER ASSISTANCE AND REVIEW PROGRAM

27.1 The Huntington Beach Elementary Teachers Association (the Association) and the Huntington Beach City School District (District) desire to establish and maintain a program, as permitted by law, to provide assistance to permanent teachers employed by the District who are in need of professional development or peer assistance. This program shall hereinafter be entitled the Peer Assistance and Review Program (referred to as “PAR Program”).

27.2 The Joint Committee

27.2.1 The Joint Committee shall consist of five (5) members. Three (3) members shall be full time classroom teachers selected by the Association. Two (2) members shall be administrators selected by the District.

27.2.2 The Joint Committee shall establish its own meeting schedule. To meet, four-fifths of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits.

27.2.3 The Joint Committee members shall use their best efforts to reach consensus on all panel actions. Absent consensus, actions shall be approved by majority vote.

27.2.4 Within the constraints of the PAR budget, the Joint Committee shall be responsible for the following:

27.2.4.1 Providing training for the Joint Committee members and Consulting Teachers;

27.2.4.2 Establishing it’s own rules of governance and the procedures for effectuating the provisions of the Article;

27.2.4.3 Determining the number of and selecting Consulting Teachers;

27.2.4.4 Upon receipt of a qualifying final evaluation, notifying participation in the PAR Program by written notification to the Referred Participating Teacher, the Consulting Teacher and the Site Principal;

27.2.4.5 Reviewing the Final Assessment Report prepared by the Consulting Teacher and making recommendations to the Governing Board on or before April 15 regarding the Referred Participating Teacher’s progress in the Program;

- 27.2.4.6 Evaluating annually the impact of the PAR program including recommendations for improvement; and
- 27.2.4.7 Preparing written guidelines regarding the activities of Consulting Teachers.
- 27.2.5 All reports or evaluations developed under the PAR program shall be treated as confidential personnel documents to the extent permitted by law.
- 27.2.6 Teachers who perform functions as Consulting Teachers or Joint Committee Members under this document shall have the same protection from liability and access to appropriate defense as other public employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 27.2.7 The District shall defend and hold harmless individual Joint Committee Members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties as provided by the California Government Code Tort Claim Act.
- 27.2.8 The Joint Committee shall establish and implement the PAR budget as allocated under AB1X. The PAR Budget shall be subject to Board approval.
- 27.3 Participating Teachers
 - 27.3.1 A Referred Participating Teacher is an experienced teacher with permanent status who receives an ineffective final evaluation in the area(s) of instructional strategies and/or subject content.
 - 27.3.2 A Referred Participating Teacher shall be assigned to a Consulting Teacher by the Joint Committee. The Referred Participating Teacher may petition the Joint Committee for a different Consulting Teacher.
 - 27.3.3 The Participating Teacher has the right to be represented at any Joint Committee Meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice, to the extent required by law.
- 27.4 Consulting Teacher
 - 27.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Joint Committee rules, provided that the following shall constitute minimum qualifications:
 - 27.4.1.1 A full time credentialed classroom teacher working in direct student instruction with permanent status.

- 27.4.1.2 At least five (5) years of direct teaching experience and a minimum of five (5) years of recent teaching experience in classroom instruction.
- 27.4.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 27.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:
 - 27.4.2.1 A reference from the evaluating principal or immediate supervisor.
 - 27.4.2.2 A reference from an Association Representative
 - 27.4.2.3 A reference from another classroom teacher.
 - 27.4.3 All applications and references shall be treated with confidentiality.
- 27.4.4 Consulting Teachers shall be selected by the Joint Committee after candidates have had classroom observations by one or more Joint Committee Member.
- 27.4.5 The term of the Consulting Teacher shall be determined by the Joint Committee and shall not exceed three (3) years. A teacher shall not be appointed to an administrative position in the District during the school year in which he or she is serving as a Consulting Teacher.
- 27.4.6 Upon being assigned to a Referred Participating Teacher, the Consulting Teacher shall receive a stipend of \$1,400 per Referred Participating Teacher up to a maximum of two (2) Participating Teachers.
- 27.5 Peer Assistance and Review Procedures
 - 27.5.1 The Consulting Teacher, Principal, and Participating Teacher shall meet to discuss the PAR program and establish an assistance plan with mutually agreed upon performance goals in the areas of instructional strategies and/or subject content.
 - 27.5.2 During the implementation of the Assistance Plan, the Consulting Teacher and the Participating Teacher's Principal shall strive to maintain a cooperative relationship and shall consult with each other regarding the Assistance Plan and progress toward objectives.
 - 27.5.3 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

- 27.5.4 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall submit to and discuss with the Participating Teacher periodic written reports.
- 27.5.5 The Consulting Teacher shall report his or her activities to the Joint Committee as requested by the committee.
- 27.5.6 On or before April 1, a copy of the Consulting Teacher's final report shall be submitted to and discussed with the Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher after reviewing the final report with the Principal shall submit the report to the Joint Committee.
- 27.5.7 The PAR Joint Committee shall submit to the Governing Board the names of Participating Teachers who were unable to demonstrate satisfactory improvement in the PAR Program.
- 27.5.8 The final Assistance Review Report and related documentation prepared by the Consulting Teacher may be placed in the Participating Teacher's personnel file and considered by the Evaluator in completing the Participating Teacher's final evaluation and in subsequent personnel decisions affecting the Participating Teacher.
- 27.5.9 The results of the Participating Teacher's participation in the PAR program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Participating Teacher.
- 27.5.10 Any unresolved issues within the jurisdiction of the PAR Program shall be referred to the Joint Committee for final resolution.

APPENDIX A

TEACHERS' SALARY SCHEDULE

HUNTINGTON BEACH CITY SCHOOL DISTRICT - TEACHERS' SALARY SCHEDULE

YRS.	2021-22	2021-22	2021-22	2021-22	2021-22
	COL I	COL II	COL III	COL IV	COL V
	BA	BA+15	BA+30	BA+45 OR MA	BA+60 (incl. MA)
1	52,421	55,871	59,296	62,744	66,174
	283.357	302.005	320.519	339.157	357.697
	38.657	41.201	43.727	46.270	48.799
2	54,567	58,361	62,134	65,928	69,791
	294.957	315.465	335.859	356.368	377.249
	40.240	43.038	45.820	48.618	51.466
3	56,713	60,853	64,971	69,113	73,407
	306.557	328.935	351.195	373.584	396.795
	41.822	44.875	47.912	50.966	54.133
4	58,859	63,345	67,809	72,296	77,023
	318.157	342.405	366.535	390.789	416.341
	43.405	46.713	50.005	53.314	56.800
5	61,004	65,836	70,646	75,479	80,639
	329.751	355.870	381.870	407.995	435.886
	44.986	48.550	52.097	55.661	59.466
6	63,150	68,327	73,483	78,665	84,257
	341.351	369.335	397.205	425.216	455.443
	46.569	50.387	54.189	58.010	62.134
7	65,296	70,818	76,320	81,848	87,873
	352.951	382.800	412.541	442.422	474.989
	48.152	52.224	56.281	60.358	64.801
8		73,309	79,158	85,031	91,490
		396.265	427.881	459.627	494.541
		54.061	58.374	62.705	67.468
9			81,995	88,216	95,107
			443.216	476.843	514.092
			60.466	65.054	70.135
10				91,399	98,724
				494.049	533.643
				67.401	72.803
11					102,339
					553.184
					75.468
14			84,833	94,582	105,957
			458.557	511.254	572.741
			62.559	69.748	78.137
17				97,767	109,574
				528.470	592.292
				72.097	80.804
20				100,950	113,190
				545.676	611.838
				74.444	83.470
23					116,806
					631.384
					86.137
26					120,424
					650.941
					88.805

Contract Amount
Daily Rate
Hourly Rate

The district accepts a maximum of seven (7) years public school teaching experience for initial placement on the salary schedule; therefore, teachers are placed on Step 8 of the appropriate Class, based on units in professional education courses taken after the date the Bachelor Degree is awarded. One of these seven years may be for military experience or service with the Peace Corps or Vista.

For Speech and Language Pathologists and School Nurses employed by the district, teaching experience for initial salary schedule placement purposes shall include all public and private employment as a speech and language pathologist or registered nurse.

CLASSIFICATION REQUIREMENTS

CLASS I	Bachelors Degree
CLASS II	Bachelors Degree plus 15 semester units
CLASS III	Bachelors Degree plus 30 semester units
CLASS IV	Bachelors Degree plus 45 semester units or Masters Degree
CLASS V	Bachelors Degree plus 60 semester units including a Masters Degree

To enter Class V, teachers will have obtained a Masters Degree and 60 semester units, 30 of which shall be upper division or graduate units applicable to a Masters or Doctorate Degree as outlined in the university or college bulletin where the units were taken.

A teacher who qualifies for Class III, IV, or V and has 13 years of accredited experience shall be placed on Step 14.

A teacher who qualifies for Class IV or V and has 16 years of accredited experience shall be placed on Step 17.

A teacher who qualifies for Class IV or V and has 19 years of accredited experience shall be placed on Step 20.

A teacher who qualifies for Class V and has 22 years of accredited experience shall be placed on Step 23.

A teacher who qualifies for Class V and has 25 years of accredited experience shall be placed on Step 26.

APPENDIX A1

SPEECH AND LANGUAGE PATHOLOGISTS' SALARY SCHEDULE

HUNTINGTON BEACH CITY SCHOOL DISTRICT - SPEECH AND LANGUAGE PATHOLOGIST' SALARY SCHEDULE

YRS.	2021-22	2021-22	2021-22	2021-22	2021-22	
	COL I BA	COL II BA+15	COL III BA+30	COL IV BA+45 OR MA	COL V BA+60 (incl. MA)	
1	55,043	58,665	62,261	65,882	69,483	<i>Contract Amount</i>
	297.530	317.108	336.546	356.119	375.584	<i>Daily Rate</i>
	40.591	43.262	45.914	48.584	51.239	<i>Hourly Rate</i>
2	57,296	61,280	65,241	69,224	73,281	
	309.708	331.243	352.654	374.184	396.114	
	42.252	45.190	48.111	51.048	54.040	
3	59,549	63,896	68,219	72,568	77,078	
	321.886	345.384	368.751	392.259	416.638	
	43.914	47.119	50.307	53.514	56.840	
4	61,802	66,513	71,199	75,912	80,874	
	334.065	359.530	384.859	410.335	437.157	
	45.575	49.049	52.505	55.980	59.639	
5	64,056	69,128	74,179	79,254	84,672	
	346.249	373.665	400.968	428.400	457.686	
	47.237	50.977	54.702	58.445	62.440	
6	66,308	71,744	77,158	82,599	88,470	
	358.422	387.805	417.070	446.481	478.216	
	48.898	52.907	56.899	60.911	65.241	
7	68,561	74,360	80,136	85,941	92,268	
	370.600	401.946	433.168	464.546	498.746	
	50.559	54.836	59.095	63.376	68.042	
8		76,974	83,117	89,283	96,065	
		416.076	449.281	482.611	519.270	
		56.763	61.293	65.841	70.842	
9			86,096	92,627	99,862	
			465.384	500.686	539.795	
			63.490	68.306	73.642	
10				95,970	103,661	
				518.757	560.330	
				70.772	76.443	
11					107,456	
					580.843	
					79.242	
14			89,076	99,312	111,255	
			481.492	536.822	601.378	
			65.688	73.236	82.043	
17				102,655	115,053	
				554.892	621.908	
				75.702	84.844	
20				105,998	118,851	
				572.962	642.438	
				78.167	87.645	
23					122,647	
					662.957	
					90.444	
26					126,445	
					683.486	
					93.245	

The district accepts a maximum of seven (7) years public school teaching experience for initial placement on the salary schedule; therefore, teachers are placed on Step 8 of the appropriate Class, based on units in professional education courses taken after the date the Bachelor Degree is awarded. One of these seven years may be for military experience or service with the Peace Corps or Vista.

For Speech and Language Pathologists and School Nurses employed by the district, teaching experience for initial salary schedule placement purposes shall include all public and private employment as a speech and language pathologist or registered nurse.

CLASSIFICATION REQUIREMENTS

CLASS I	Bachelors Degree
CLASS II	Bachelors Degree plus 15 semester units
CLASS III	Bachelors Degree plus 30 semester units
CLASS IV	Bachelors Degree plus 45 semester units or Masters Degree
CLASS V	Bachelors Degree plus 60 semester units including a Masters Degree

To enter Class V, teachers will have obtained a Masters Degree and 60 semester units, 30 of which shall be upper division or graduate units applicable to a Masters or Doctorate Degree as outlined in the university or college bulletin where the units were taken.

A teacher who qualifies for Class III, IV, or V and has 13 years of accredited experience shall be placed on Step 14.

A teacher who qualifies for Class IV or V and has 16 years of accredited experience shall be placed on Step 17.

A teacher who qualifies for Class IV or V and has 19 years of accredited experience shall be placed on Step 20.

A teacher who qualifies for Class V and has 22 years of accredited experience shall be placed on Step 23.

A teacher who qualifies for Class V and has 25 years of accredited experience shall be placed on Step 26.

APPENDIX B

EVALUATION FORMS

HUNTINGTON BEACH CITY SCHOOL DISTRICT

Classroom Instruction Observation Report

Informal

Formal

Name: _____ Date: _____

Class/Subject: _____ Time: _____ to _____

RATING: E = Effective N = Needs to Improve I = Ineffective NA = Not Assessed

I. PUPIL PROGRESS	E	N	I	COMMENTS	NA
A. Establishes standards of expected pupil achievement				_____	
B. Diagnoses of student's level of achievement				_____	
C. Monitor's student's progress towards standards of expected achievement				_____	
D. Evaluates student progress against District/site standards and/or individual learning plans				_____	

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES	E	N	I	COMMENTS	NA
A. Evidence of short and long-term planning and organization				_____	
B. Utilizes appropriate instruction in terms of difficulty and complexity				_____	
C. Utilizes varied techniques and strategies effective for the subject matter taught and student abilities				_____	

III. ADHERENCE TO CURRICULAR OBJECTIVES	E	N	I	COMMENTS	NA
A. Demonstrates knowledge of the curriculum and subject matter taught				_____	
B. Incorporates school plan, district outcome statements, and state frameworks to implement instruction				_____	
C. Develops and/or utilizes a system to monitor the pace and progress of instruction				_____	

IV. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT	E	N	I	COMMENTS	NA
A. Establishes and maintains standards and procedures which promote a productive learning environment				_____	
B. Utilizes appropriate and effective classroom management				_____	
C. Uses materials and equipment in a manner which promotes an orderly environment				_____	
D. Demonstrates ability to motivate students				_____	

Commendations and/or Recommendations:

Conference Date: _____

Signature of Evaluator: _____ **Date:** _____

Teacher's signature indicates the teacher has seen this report. It does not necessarily indicate agreement with this Observation Report.

Teacher's Signature: _____ **Date:** _____

Distribution: Original – Evaluatee; Copy - Evaluator

HUNTINGTON BEACH CITY SCHOOL DISTRICT

Summative Evaluation Performance Appraisal for Teachers

Year: 20_____ - 20_____

Name: _____ Date: _____

School: _____ Grade/Subject _____

Status: Permanent Probationary Temporary

RATING: E = Effective N = Needs to Improve I = Ineffective

I.	Pupil Progress Toward Standards of Expected Achievement	E	N	I
A.	Establishes standards of expected student achievement			
B.	Diagnoses of student's level of achievement			
C.	Monitors student's progress toward standards of expected achievement			
D.	Evaluates student progress against District/site standards and/or individual learning plans			

II.	Instructional Techniques and Strategies	E	N	I
A.	Evidence of short and long-term planning and organization			
B.	Utilizes appropriate instruction in terms of difficulty and complexity			
C.	Utilizes varied techniques and strategies effective for the subject matter taught and student abilities			

III.	Adherence To Curricular Objectives	E	N	I
A.	Demonstrates knowledge of the curriculum and subject matter taught			
B.	Incorporates school plan, district outcome statements, and state frameworks to implement instruction			
C.	Develops and/or utilizes a system to monitor the pace and progress of instruction			

IV.	Establishment and Maintenance of a Suitable Learning Environment	E	N	I
A.	Establishes and maintains standards and procedures which promote a productive learning environment			
B.	Utilizes appropriate and effective classroom management plan			
C.	Uses materials and equipment in a manner which promotes an orderly environment			
D.	Demonstrates ability to motivate students			

V.	Professional Responsibility	E	N	I
A.	Communicates effectively with students and parents			
B.	Maintains a professional role among staff and parents			
C.	Meets time and attendance obligations			
D.	Participates in the development and implementation of the school plan			
E.	Demonstrates professional behavior in the classroom			

VI.	Compliance with Policy and Law			
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COMMENTS BY THE EVALUATOR

Overall Rating: Effective Needs To Improve Ineffective

Principal/Evaluator Signature: _____ Date: _____

Employee's Acknowledgment:

I have read this evaluation, but my signature does not necessarily signify agreement. I understand that I may attach a written statement to this evaluation.

Teacher Signature: _____ Date: _____

Distribution: Original-Evaluated; Copy-Human Resources; Copy-Evaluator

EVALUATION COMPLIANCE AND TIMELINE FORM

The purpose of this form is to provide a date record of when each phase of the formal evaluation was completed.

PRE-EVALUATION CONFERENCE *(NOT LATER THAN OCTOBER 15)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

OBSERVATION CONFERENCES

FORMAL *(WITHIN 10 WORKING DAYS)* **INFORMAL** *(WITHIN 5 WORKING DAYS)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

OBSERVATION CONFERENCES

FORMAL *(WITHIN 10 WORKING DAYS)* **INFORMAL** *(WITHIN 5 WORKING DAYS)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

FINAL EVALUATION CONFERENCE *(NO LATER THAN APRIL 30)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

ASSISTANCE PLAN *(NOT LATER THAN APRIL 1)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

ASSISTANCE PLAN CONFERENCE *(30 CALENDAR DAYS PRIOR TO LAST DAY OF SCHOOL)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

REMEDATION PLAN *(EVALUATEE NOTIFIED IN WRITING BY JUNE 10)*

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S SIGNATURE _____ **DATE** _____

COMMENTS:

The Evaluatee's signature on this form only acknowledges that the conferences or events occurred as dated and do not imply agreement.

Distribution: Original-Evaluatee; Copy-Human Resources; Copy-Evaluator

HUNTINGTON BEACH CITY SCHOOL DISTRICT

ASSISTANCE/REMEDIATION PLAN

(Circle One)

Name: _____ Position: _____ Date: _____

Evaluator: _____ School: _____ School Year: _____

Instructions:

When an evaluator indicates to a teacher that improvement is required, specific suggestions must be made in writing on this form, and to include the areas listed below. The Assistance/Remediation plan must be in effect for a period of six weeks before a notice of ineffective performance can be given. A specific time period shall be designated for improvement and shall be determined jointly by the teacher and the evaluator in order to permit a reasonable period of time for improvement.

In the event that there is more than one area which requires improvement, the evaluator shall use separate forms for each area that may need to be cited on the Final Performance Evaluation Form.

- 1. Area where improvement is required.**
- 2. Statement of specific recommendations for evaluatee's improvement.**
- 3. Assistance provided by the evaluator to implement recommendations.**
- 4. Additional resources that might be used to assist improvement.**
- 5. Criteria and methods to measure improvement.**
- 6. Time schedule to monitor progress.**

Evaluator

Evaluatee

Date

Distribution: Evaluatee: Original

Evaluator: Copy

Indicators For Effective Performance

I. Progress of students towards standards of expected achievement

- A. Establishes standards of expected student achievement
 - 1. Bases standards of achievement on school plan, district outcome statements and state framework
 - 2. Communicates classroom standards
- B. Diagnoses of student's level of achievement
 - 1. Uses a variety of diagnostic tools and techniques
 - 2. Groups students on identified criteria
- C. Monitors students' progress toward standards of expected student achievement
 - 1. Monitors students during the lesson to determine comprehension and mastery
 - 2. Gives feedback on assignments in a timely manner
 - 3. Gathers periodic culmination data such as tests, quizzes, projects, etc.
- D. Evaluates student progress against District/site standards and/or individual learning plans
 - 1. Maintains accurate legible records
 - 2. Participates in Student Study Teams when appropriate
 - 3. Compares, periodically, growth of student learning with standards

II. Instructional Techniques and Strategies

- A. Evidence of short and long-term planning and organization
 - 1. Develops an outline of long-term plans
 - 2. Evidence of daily plans
 - 3. Has necessary materials prepared
 - 4. Presents lessons sequentially
 - 5. Provides sufficient plans for substitutes
- B. Utilizes appropriate instruction in terms of difficulty and complexity
 - 1. Uses grouping as appropriate
 - 2. Monitors students' attendance to tasks
 - 3. Identifies learning objectives and/or expectations for students
 - 4. Stimulates and promotes development of higher-level thinking skills
- C. Utilizes varied techniques and strategies effective for the subject matter taught and student abilities
 - 1. Adjusts lessons in accordance with student learning styles
 - 2. Includes practice and application as a component of the

III. Adherence to Curricular Objectives

- A. Demonstrates knowledge of the curriculum and subject matter for which the teacher is responsible
 - 1. Provides questions and responses that promote and stimulate thinking
 - 2. Demonstrates ability to integrate subject matter

- B. Incorporates the school plan, the district outcome statements, and state frameworks to implement instruction
 1. Presents lessons based upon the curriculum
 2. Utilizes approved materials appropriate to the classroom curriculum
 3. Provides student assignments/activities that evidence adherence to the curriculum
- C. Develops and/or utilizes a system to monitor the pace and progress of instruction
 1. Maintains accurate and legible records
 2. Demonstrates use of flexible grouping as needed
 3. Evidence of on-going assessment
 4. Adjusts lessons to meet changing students' needs

IV. Establishment and Maintenance of a Suitable Learning Environment

- A. Establishes and maintains standards and procedures which promote a productive learning environment
 1. Uses appropriate seating plan
 2. Uses time efficiently
 3. Establishes classroom routine
 4. Maintains relevant bulletin boards
 5. Maintains clean and safe classroom environment
- B. Utilizes appropriate and effective classroom management plan
 1. Defines expectations, consequences and rewards
 2. Incorporates the site discipline plan into the individual classroom management plan
 3. Communicates the classroom management plan
 4. Enforces standards consistently
 5. Provides positive reinforcement
- C. Uses materials and equipment in a manner which promotes an orderly environment
 1. Organizes space and objects in an orderly manner with thought and planning
 2. Implements safety precautions
 3. Distributes instructional material efficiently
- D. Demonstrates ability to motivate students
 1. Promotes a climate of mutual respect and trust
 2. Uses a variety of approaches to involve students
 3. Sensitive to students' affective concerns

V. Professional Responsibilities

- A. Communicates effectively with students and parents
 1. Returns communications in a timely manner
 2. Informs parents of student progress
 3. Offers appropriate support and assistance through conferences, written communication and telephone calls
 4. Communicates with students in a professional manner
- B. Maintains a professional role among staff and parents
 1. Participates cooperatively with other staff members
 2. Demonstrates support for school policies and procedures
 3. Maintains confidentiality of students

- C. Meets time and attendance obligations
 - 1. Meets schedules and dates assigned
 - 2. Participates in adjunct duties
- D. Participates in the development and implementation of the school plan
- E. Demonstrates professional behavior in the classroom
 - 1. Models behavior that promotes respect
 - 2. Uses appropriate language in the classroom

VI. Compliance with Policy and Law

Does not willfully disregard district curriculum and Board adopted materials; the policies and procedures of the District; the policies and procedures of the school; or the requirements of the contracted agreement or law.

APPENDIX C

MEMORANDUMS OF UNDERSTANDING

HUNTINGTON BEACH CITY SCHOOL DISTRICT
AND
HUNTINGTON BEACH ELEMENTARY TEACHERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING FOR 2022-23 SCHOOL YEAR
REGARDING CLASS SIZE AVERAGES

BACKGROUND

On October 13, 2020, for the 2020-21 school year, the Huntington Beach City School District (District) and Huntington Beach Elementary Teachers Association (Association) jointly entered into a Memorandum of Understanding (MOU) to address the Phase Two Hybrid Reopening Plan.

The 2020-21 Section 7 of this MOU determined that while “the hybrid model is in effect the class size district-wide for all general education classes shall be determined by the individual classroom capacity with 3 - 6 feet distancing.”

The District and Association agree to maintain the provisions of the current collective bargaining agreement except as follows:

NEW CLASS SIZE AVERAGES FOR THE 2022-23 *Only*

As we continue to prudently and cautiously transition to normalcy, for the 2022-23 school year and the goal to increase daily in-person instruction in all grades throughout the District in according to the most recent guidelines of the California Department of Public Health (CDPH), Article XI Class Size Section 11.1 of the current Collective Bargaining Agreement shall be suspended only during the 2022-23 school year.

Transitional Kindergarten (TK) /Preppy Kindergarten through 5th grade Class Size Reduction (CSR): The class size district wide for elementary general education classes shall be an overall average of 25:1 in Transitional Kindergarten (TK) /Preppy Kindergarten through 5th grade. This average shall not include physical education, music, and self-contained special education class sizes. The District shall make every effort to avoid combination classes.

Implementation of the Class Size Reduction Program (CSR) in elementary grades 1 and 2 shall be at the discretion of the District. In the event that the District chooses not to participate, classes in grades 1 or 2 shall not exceed 25:1.

Middle School CSR: The class size district wide for all middle school general education classes shall be an overall average of 28:1 in grades 6 – 8. This average shall not include any self-contained special education class sizes.



Physical Education classes and performance based elective classes shall not automatically be included in these lowered averages. Regardless, an effort shall be made to minimize class sizes and abide by current contract language.

TERM OF AGREEMENT

This MOU is an addendum to the current collective bargaining agreement and shall expire on the last day of the 2022-23 school year.

Date: 2-15-2022

Date: 2/15/2022



Don Gray, HBETA Bargaining Chair



Patricia Hager, HBCSD Assistant Superintendent
Human Resources

Huntington Beach Elementary Teachers Association

and

Huntington Beach City School District

2022-23 Memorandum of Understanding

Date: Monday, June 6, 2022

Time: 11:29



RE: SPECIAL EDUCATION Memorandum of Understanding Tentative Agreement

The Huntington Beach City School District (District) and Huntington Beach Elementary Teachers Association (Association) mutually agree to enter into this Memorandum of Understanding (MOU) and agree to the following:

The District and Association acknowledge a need to continue our efforts to support the workload of Education Specialists and Speech and Language Pathologists (SLPs).

For the 2022-23 school year only, all full-time preschool, elementary and middle school Education Specialists and SLPs shall be eligible for three (3) days per school year of release time to work on caseload related activities such as conducting special education assessments, writing assessment reports, developing Individualized Education Programs (IEPs), measuring progress on IEP goals, completing IEP progress reports, and consulting with staff and parents for case management purposes.

Any preschool, elementary or middle school Education Specialists or SLPs, who are eligible for release days, shall submit possible release dates to their site administrator at the start of the school year and/or start of the second semester. Requests to change dates shall be made in a timely manner. The Education Specialist or SLP and the site administrator shall mutually agree when the release day(s) shall be taken.

 RM  DG

To ensure substitute coverage, every effort shall be made to avoid scheduling release days on Mondays and Fridays. The District shall honor a prearranged substitute. However, in the event of an emergency when substitute coverage cannot be arranged, the release day will be rescheduled to a date when coverage is available.

It shall be the responsibility of the Education Specialists or SLPs to coordinate with their site administrator to take release days during the 2022-23 school year. However, this does not preclude the unit member from requesting compensation in lieu of release time. For these days, the unit member shall be compensated at the current substitute daily rate of pay for teachers. Should the unit member prefer the compensation, it shall be the unit member's responsibility to submit the request for compensation no later than May 1, 2023 to their site administrator.

It is expected that Education Specialists or SLPs work on case-related activities during the release time. The work location will be at the discretion of the unit member, but shall be at the school site, or another District work location. The unit member shall keep the site administrator informed of their work location.

This Memorandum of Understanding shall be in effect from July 1, 2022 until June 30, 2023. The parties' intent is to incorporate this language permanently into the collective bargaining agreement and shall meet no later than April 1, 2023, to discuss the effectiveness of this MOU.

Date: 6-6-2022

Date: 6-6-2022



Robert Miller
Assistant Superintendent, Human Resources
Huntington Beach City School District



Don Gray
Negotiations Chairperson
Huntington Beach Elementary
Teachers Association

2022-23 Calendar

M	T	W	Th	F
July 2022				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	Th	F
January 2023				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

August 2022				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	Th	F
February 2023				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

M	T	W	Th	F
September 2022				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	Th	F
March 2023				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	Th	F
October 2022				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	Th	F
April 2023				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	Th	F
November 2022				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

M	T	W	Th	F
May 2023				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	Th	F
December 2022				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	Th	F
June 2023				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7/4/22	Independence Day Holiday
	Student Free Day
TBD	New Teacher Orientation
9/5/22	Labor Day
9/6 - 9/7	Teachers Return/Prep/PD
9/8/22	First Day of School
10/18, 10/20	Early Dismissal/Conferences
10/19/22	Conference Day-No students
11/1/22	Staff Development Day-No students
11/11/22	Veterans Day
11/21-11/25	Thanksgiving Recess
11/24, 11/25	Thanksgiving Holiday
12/26, 12/27	Christmas
1/2, 1/3	New Years Holiday
12/26 - 1/6	Winter Recess
1/16/23	MLK Holiday
2/13/23	Lincoln's Birthday (observed)
2/20/23	President's Day
4/10 - 4/14	Spring Recess
4/10/23	Spring Holiday
5/29/23	Memorial Day
6/23/23	Last Day of School
	Site Planning Days
	HBETA Planning Days
2/2/23	Spring District Planning Day
	Neutral Planning Days
8/22/22-9/2/22	One (1) Flex day

Back-to-School Night

9/22/2022 - Elementary School
9/29/2022 - Middle School

Open House

4/27/2023 - Elementary School
5/04/2023 - Middle School

Trimesters

12/16/22 - End of 1st Trimester (64 days)
3/31/23 - End of 2nd Trimester (62 days)
6/23/23 - End of 3rd Trimester (54 days)

Quarters

11/10/22 - End of 1st Quarter (44 days)
2/10/23 - End of 2nd Quarter (49 days)
4/21/23 - End of 3rd Quarter (43 days)
6/23/23 - End of 4th Quarter (44 days)

TOTAL # of Student Days 180

PH
PSH
Patricia Hager, HBETA
HBETA/ABCSD Agreement 2021-2022 Don Gray, HBETA

Tentative Agreement Reached on: January 27, 2022

APPENDIX D

PERSONAL PROPERTY FORM

HUNTINGTON BEACH CITY SCHOOL DISTRICT

PERSONAL PROPERTY

I, _____, request the authority to bring personal property to school to be used in the instructional program of the school.

The equipment is: _____

Said equipment has a value of *\$_____.

I will cause said piece of equipment to be secured in a locked, safe area in my room or school.

Describe area where item will be kept: _____

This agreement is entered into from _____ to _____.

Signature of Employee

Approved by:

Principal/Site Manager

Assistant Superintendent, Admin. Services

**Per contract agreement between Huntington Beach City School District and the Huntington Beach Elementary Teachers Association, Article XII, Section 12.7, Personal Property, the District shall reimburse a teacher for replacement value or an amount not to exceed \$2,000.00, whichever is the lesser amount for any loss, damage or destruction of personal property or equipment.*

APPENDIX E

CLAIM FORM REPLACEMENT OF PROPERTY

HUNTINGTON BEACH CITY SCHOOL DISTRICT

REPLACEMENT OF PROPERTY CLAIM FORM

Account Number: _____ Date: _____

According to the Agreement between the Huntington Beach City School District and the Huntington Beach Elementary Teachers Association, I hereby request replacement of person property not to exceed \$2,000.00 for loss, damage, or destruction of personal property or equipment while on duty in the school, on school premises, or on a school approved activity.

Personal property is defined as personal items worn by a teacher such as eyeglasses and articles of clothing. Equipment shall mean instructional items approved by the principal for use in the classroom.

Name of Claimant: _____

Date of Incident: _____

Date Principal approved equipment for school use: _____

Location: _____

Item lost or damaged: _____

Value (attach receipt for replacement): _____

Type of property or equipment (give specifics, i.e, brand name, model number): _____

Explanation as to loss: _____

Approval for payment: _____

Employee

Assistant Superintendent, Admin. Services

Principal/Site Manager

**Per contract agreement between Huntington Beach City School District and the Huntington Beach Elementary Teachers Association, Article XII, Section 12.7, Personal Property, the District shall reimburse a teacher for replacement value or an amount not to exceed \$2,000.00, whichever is the lesser amount for any loss, damage or destruction of personal property or equipment.*

APPENDIX F

ARTICLE X: LEAVES

Huntington Beach Elementary Teachers Association

and

Huntington Beach City School District

2022-23 Memorandum of Understanding

APPENDIX F

ARTICLE X: LEAVES

The Huntington Beach City School District (HBCSD) and the Huntington Beach Elementary Teacher Association (HBETA) enter into this Memorandum of Understanding and agree to suspend Sections 10.2 Sick Leave Eligibility, of the current collective bargaining agreement.

Effective July 1, 2022, the definition of Sick Leave, Section 10.2 shall be as follows:

10.2 Sick Leave

Eligibility

Sick leave benefits enable a Unit Member to receive all or a portion of their regular pay during instances of absence from duty when the Unit Member is ill or injured. In addition to instances of personal disability illness or injury, the following circumstances shall also qualify for sick leave benefits:

10.2.1 Absences directly related to the Unit Member’s health, such as treatments and diagnostic physical examinations, and prenatal appointments when such treatments and examinations must be made during school time, shall qualify for sick leave benefits.

10.2.2 Absences directly related to the Unit Member’s family member’s health, such as treatments and diagnostic physical examinations when such treatments and examinations must be made during school time, shall qualify for sick leave benefits. Applicable to this section only, a Unit Member may use up to fifteen (15) days of his/her accrued paid sick leave allotment to attend to an ill family member as defined in section “a” and “b” below. These fifteen (15) days shall not accrue from year to year.



(a) Family member is defined as those listed below and pertains to both the Unit Member and their spouse and/or significant other of the Unit Member:

- ❖ Spouse
- ❖ Significant Other
- ❖ Child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the Unit Member stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- ❖ Parent, which for purposes of this article means a biological, adopted, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the Unit Member was a minor child.
- ❖ Sibling
- ❖ Niece/Nephew
- ❖ Grandparent/Grandchild
- ❖ Or other relative singular individual living in the immediate household of the Unit Member

(b) Expansion of the definition of family for other persons because of extenuating circumstances may be granted by the Assistant Superintendent, Human Resources or their designee.

This Memorandum of Understanding shall be in effect from July 1, 2022 until June 30, 2023.

The parties' intent is to incorporate this language permanently into the collective bargaining agreement and shall meet no later than April 1, 2023, to discuss the effectiveness of this pilot.

Date: 4-27-2022

Date: 4-27-22



Robert Miller
Assistant Superintendent, Human Resources
Huntington Beach City School District



Don Gray
Negotiations Chairperson
Huntington Beach Elementary
Teachers Association

APPENDIX G

ARTICLE X: LEAVES

Huntington Beach Elementary Teachers Association

and

Huntington Beach City School District

2022-23 Memorandum of Understanding

APPENDIX G

ARTICLE X: LEAVES

The Huntington Beach City School District (HBCSD) and the Huntington Beach Elementary Teacher Association (HBETA) enter into this Memorandum of Understanding and agree to suspend Sections 10.3 through 10.3.5, Personal Necessity/Business Leave, of the current collective bargaining agreement. Effective July 1, 2022, the definition of Personal Necessity Leave and use of Personal Necessity Leave shall be as follows:

10.3 Personal Necessity Leave

Personal Necessity means a circumstance which cannot be handled outside normal working hours and is sufficiently important to absent themselves from their duties, but shall not include seeking another job, working in another job, association business, or concerted activities per section 20.1. Every Unit Member may use up to a total of seven (7) days of their accrued paid sick leave allotment to be applied to Personal Necessity. Personal Necessity Leave shall not be accrued from year to year.

1. Personal Necessity leave shall not be granted on Back to School Night, Open House, Parent Conference Day, or Staff Development Days except in situations which cannot be avoided and with approval of the principal or the Assistant Superintendent, of Human Resources.
2. Personal Necessity Leave may be taken in half-day or full-day increments.



3. A Unit Member shall not be required to disclose the specific reason(s) for use of personal necessity days, but certifies by his/her request on the District-approved online substitute system that said leave was taken in compliance with this article.
4. Unit Members must report their Personal Necessity absence through the District's online substitute system as soon as the need to be absent is known. Unit Members shall report their absence through the District's online substitute system at least twenty-four (24) hours prior to the start of the workday to permit the employer time to secure a substitute.
5. Unit Members shall not be required to give advance notice for the following uses of Personal Necessity:
 - (a) death or serious illness of a member of the Unit Member's immediate family, or
 - (b) accident involving person or property of the person, or property of the Unit Member's immediate family.
6. Unit Members shall make every reasonable effort to pre-arrange a substitute.

This Memorandum of Understanding shall be in effect from July 1, 2022 until June 30, 2023. The parties' intent is to incorporate this language permanently into the collective bargaining agreement and shall meet no later than April 1, 2023, to discuss the effectiveness of this pilot.

Date: 4-27-2022

Date: 4-27-22


 Robert Miller
 Assistant Superintendent, Human Resources
 Huntington Beach City School District


 Don Gray
 Negotiations Chairperson
 Huntington Beach Elementary
 Teachers Association

APPENDIX H

INSURANCE WAIVER FORM

PLEASE READ THE FOLLOWING THOROUGHLY !!!

**VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION "VEBA"
ELECTION TO WAIVE GROUP INSURANCE COVERAGE**

Employee Information

Name of Employee _____
Last First Middle Initial

Address _____
No. & Street

City State Zip Code

Employee Class _____ (to be completed by administrator)

Phone No. _____ Social Security No. _____

Date of Birth _____ Place of Birth _____

Name of Spouse _____
Last First Middle Initial

Spouse's Birthdate _____

Spouse's Social Security No. _____

Name of Employer _____

Address _____
No. & Street

City State Zip Code

Employee's Declination Statement

I acknowledge that I have been given the opportunity to enroll myself and (if applicable) my eligible dependents in the group insurance plan ("plan") of the Voluntary Employee Benefits Association ("VEBA") by my employer. The benefits of the insurance plan have been explained to me, and I have read the Late Enrollment Warning. Since I and/or my eligible dependents presently have other medical coverage, I have decided not to take advantage of this offer of coverage. As a result, I waive all claims to benefits payable under the plan and am declining to enroll for coverage for: (Check one)

___ Employee & All dependents

___ Spouse Only

___ Spouse & Child(ren)

___ Child(ren) Only

Description of Other Coverage

This election to waive group insurance coverage is based upon the coverage of myself, my spouse and/or my dependents in another group insurance plan. The information regarding the other plan is set forth below. (Must be completed)

Persons Covered Under Other Plan

Employer Name	_____
Plan Name (Insurance Company/HMO)	_____
Plan or Policy Number	_____

(Attach copy of plan booklet, policy or description.)

Plan Address _____
No. & Street

City State Zip Code

Phone No. _____

X _____ X _____
Signature of Employee Date

Late Enrollment Warning

An employee or an employee's eligible dependent must be enrolled in the employer's health benefit plan during the initial enrollment period (normally 31 days from the date the employee or dependent is first eligible to be covered). There are some exceptions--see "Late Enrollee Exceptions" below.

An employee or an employee's eligible dependent who requests enrollment after the initial qualification period will be considered a Late Enrollee, unless the person qualifies under one of the "Late Enrollee Exceptions" below.

Late Enrollee Exceptions:

A person who declines coverage during their initial qualification period because they have coverage under another employer's health benefit plan (and indicates this reason for declining coverage), will not be considered a Late Enrollee if any of the following applies:

1. They request enrollment within 30 days after termination of coverage under the other employer's health benefit plan and their coverage under the other employer's health benefit plan ends because of:

- (a) Termination of employment or change of employment status (theirs or the person through whom they were covered);
 - (b) Termination of the other employer's health benefit plan;
 - (c) The employer stops paying a required contribution for the person's coverage;
 - (d) Death of the person through whom they were covered; or
 - (e) Divorce.
2. If the employer offers multiple benefit plans, a person will not be considered a Late Enrollee if they elect a different plan during an open enrollment period.
 3. A spouse or minor child who is enrolled within 30 days after issuance of a court order directing that coverage be provided for the person already qualified under a covered employee's health plan will not be considered a Late Enrollee.

General Release

I hereby release and forever discharge the plan, the trust fund and my employer and any other individual person, firm, corporation or business entity of any type or nature from any and all claims, including, but not limited to, employee benefits, fringe benefit contributions, medical and hospitalization charges, prescription drug charges, dental care expenses, vision care expenses, group life insurance benefits, death benefits, severance pay benefits, disability benefits of any type, as well as any compensatory damages, punitive damages, general damages, special damages, attorneys' fees, claims for reimbursement, actions and causes of action of any type or nature arising out of, or relating in any way to, my decision to decline benefits in the plan.

I represent that I have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, trust fund, employee benefit plan, corporation, labor organization, agent, attorney, or employee or other individual, any claim, debt, liability, demand, interest, obligation, grievance, action or cause of action herein settled or released. I agree to indemnify and hold the plan, the trust fund and my employer harmless, and to defend any claim, debt, liability, demand, obligation, grievance, action or cause of action of any type or nature which is in any way based upon, arises out of or is in connection with such transfer or assignment.

This election to waive group insurance coverage is intended to encompass all claims, known and unknown, foreseen and unforeseen, that I may have against the plan and the trust fund, whether arising in tort, contract, law, equity or whether based upon a violation of any statute, law, regulation or ordinance, whether state, local, federal or administration, with respect to my coverage in the group insurance plan as an employee of my employer. I understand that all rights under section 1542 of the California Civil Code, and any similar state or federal law, are hereby expressly waived. I understand that section 1542 of the California Civil Code provides that: "A general release does not extend to claims which the creditor does not

know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

I am aware that I may hereafter discover facts in addition to or different from those which I now know or believe to be true with respect to my eligibility or coverage under the plan and the trust fund, but it is my intention to hereby fully, finally and forever settle and release any and all claims, demands, debts, obligations, liabilities, grievances, actions and causes of action, known or unknown, suspected or unsuspected, which do now exist, may exist or heretofore have existed.

I have been advised by the trust fund and by my employer of my right to consult with an attorney before making this election to waive group insurance coverage.

Executed this ____ day of _____, 20__.

Employee's Signature

IMPORTANT:

By signing this WAIVER form I understand and accept responsibility that I may jeopardize my medical benefits upon retirement per HBETA Contract Language listed below:

Article 15.5 - Teacher Benefits Upon Retirement

15.5.1 - (The following language serves to clarify the ongoing understanding of the meaning of Section 15.5.1 by the District and HBETA):

Teachers who retire from active service in the District may elect to continue coverage and the District will continue to provide the same contribution toward medical, vision and dental benefit coverage offered current unit members if the teacher meets all of the following conditions:

15.5.1.1 - Has been actively employed in the District for ten (10) consecutive school years. (Approved leave does not count as break in service nor as a year in service.)

15.5.1.2 - Each year's service shall have been for a full school year of thirty (30) hours of paid service or more per week.

15.5.1.3 - The teacher shall have been fully covered by District's insurance program for each of the ten (10) years.

15.5.1.4 - The teacher shall be eligible for and provide verification of his/her receiving benefits from State Teachers' Retirement System

15.5.1.5 - The teacher shall not have reached age 65.

15.5.1.6 - The retiree is not eligible for Medicare coverage.

15.5.1.7 - The teacher submits advance premium payments to the Payroll Office by the 10th day of the month preceding the month of coverage that represents the difference between the District contribution and the total premium cost.

15.5.2 - Retired teachers who are eligible and elect coverage may elect to continue coverage for dependents, at their expense, by completing and submitting appropriate forms

15.5.2.1 - It shall be understood that this benefit does not apply to teachers who withdraw their STRS funds in total rather than going on true retirement pension.

15.5.2.2 - Dependents shall not have reached age 65.