

LA HABRA CITY SCHOOL DISTRICT

2022 - 2023 CONTRACTUAL AGREEMENT

WITH THE

LA HABRA EDUCATION ASSOCIATION

Expires June 30, 2023



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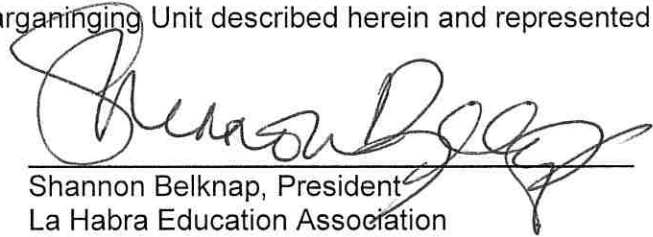
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ARTICLE 1. AGREEMENT

The amended articles and provisions contained herein constitute a bilateral and binding agreement between the La Habra City School District Board of Education and the La Habra Education Association.

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Approved by formal action of the Members of the Bargaining Unit described herein and represented by the La Habra Education Association.

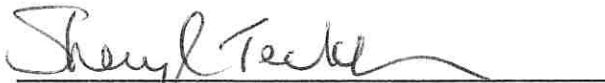
  
Shannon Belknap, President  
La Habra Education Association


Approved by formal action of the Board of Education of the La Habra City School District on March 9, 2023

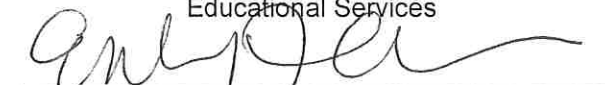
  
Patricia C. Hanson  
President  
Board of Education

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LA HABRA CITY SCHOOL DISTRICT

  
Sheryl Tecker, Associate Superintendent  
Human Resources


  
Marcie Poole, Assistant Superintendent  
Educational Services

  
Emily Flesher, Director Special Programs  
And Assessments

  
Gregory White, Principal

  
Anna Rosales, Principal

LA HABRA EDUCATION ASSOCIATION

  
Shannon Belknap, Negotiating Team

  
Michelle Atkinson, Negotiating Team

  
Ryan Bean, Negotiating Team

  
Ann Marie Fuller, Negotiating Team

  
Tamara Swindle-Warfield, Negotiating Team

## ARTICLE 2. RECOGNITION

The La Habra City School District hereby agrees to recognize the La Habra Education Association as the exclusive representative for permanent teachers, probationary teachers, temporary teachers, counselors, registered nurses, and speech/language pathologists, excluding all management employees as originally established by board action on April 20, 1976.

### ARTICLE 3. DEFINITIONS

1. "Employee", "Unit Member" shall mean a member of the bargaining unit that is represented by the Association and therefore is covered by the terms and provisions of this Agreement.
2. "Days"
  - 2.1 "Business Day" shall mean any day in which the District Office is open for business.
  - 2.2 "Working Day" shall mean any day in which employees are scheduled for work in accordance with the adopted school calendar.
  - 2.3 "School Day" shall mean any day in which pupils are required to be in attendance.
  - 2.4 "Calendar Day" shall mean all days including weekends and holidays.
  - 2.5 "Length of the School Day" shall mean the amount of time each day that pupils are required to be in attendance.
3. "Negotiable Items" shall mean those items specifically enumerated by Government Code, Section 3543.2 which includes:
  - 3.1 Wages
  - 3.2 Hours of Employment
  - 3.3 Other terms and conditions of employment
    - 3.3.1 Health and Welfare Benefits
    - 3.3.2 Leave and Transfer Policies
    - 3.3.3 Safety Conditions of Employees
    - 3.3.4 Class Size
    - 3.3.5 Procedures to be used for the Evaluation of Employees
    - 3.3.6 Organizational Security
    - 3.3.7 Procedures for Processing Grievances
4. "Immediate Family" shall mean: Mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.
5. "Per Diem" shall mean the employee's annual salary divided by the number of working days.
6. "Superintendent" shall mean the chief executive officer of the District, or the chief executive officer's designee.
7. "Board of Education" shall mean the public school employer, or the designee of the employer.

ARTICLE 3. DEFINITIONS, Cont'd

8. "Immediate Supervisor" shall mean that member of the District's Management team that has immediate jurisdiction over an employee.
9. "District" shall mean the Board of Education or the District Superintendent of Schools.
10. "Biennial" shall mean an event or occurrence which happens every two years.
11. "School Year" shall mean the employees' work year as adopted by the Board of Education from the negotiated school calendar.
12. "Standards of Performance" shall mean any standard mutually agreed upon by both immediate supervisor and the employee.
13. "Evaluator" shall mean immediate supervisor.
14. "Transfer" shall mean movement from one site to another.
15. "Reassignment" shall mean change of assignment within the school site.
16. "Education Code" shall mean the California Education Code sections.
17. "Summer Programs" shall mean instructional programs offered outside of the school year that occur during the summer months.
18. "Minimum Day" shall mean release time will be two (2) hours prior to regular dismissal.

## ARTICLE 4. GRIEVANCE PROCEDURE

### Section 1. Definitions

- 1.1 A "grievance" is a formal written allegation by a grievant that they have 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 a 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.
- 1.2 A grievant may be an employee or group of employees of the District covered by the terms of this Agreement or the Association.

### Section 2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his immediate supervisor. Both parties shall have the right to have an advocate present at the informal conference.

### Section 3. Formal Level - Level I

- 3.1 Within twenty (20) business days after the occurrence of the act or omission, or within twenty (20) days of when the grievant could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on the appropriate form to his immediate supervisor.
- 3.2 This statement shall include the section of the Agreement being grieved, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. An extension of up to ten (10) days in the grievance filing date for Levels I, II and III shall be granted to the grievant if circumstances beyond his control prevent filing within thirty (30) days. The immediate supervisor shall communicate his decision to the employee in writing within five (5) business days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 3.3 The grievant and the immediate supervisor may agree to a personal conference within the above time limits. Both parties shall have the right to have an advocate present at the personal conference.

### Section 4. Level II

- 4.1 If the grievant is not satisfied with the decision at Level I, he may, within ten (10) business days, appeal the decision on the appropriate form to the Superintendent or Designee.
- 4.2 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.
- 4.3 The Superintendent or Designee will communicate his decision to the grievant within ten (10) business days following the receipt of the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. Both parties shall have the right to have an advocate present at the personal conference. If the Superintendent or Designee does not respond within the time limits, the grievant may appeal to the next level.

## ARTICLE 4. GRIEVANCE PROCEDURE, Cont'd

### Section 5. Level III

- 5.1 If the grievant is not satisfied with the decision at Level II, he may, within ten (10) business days appeal the decision on the appropriate form to the Board of Trustees.
- 5.2 The appeal statement shall include a copy of the original grievance and appeals, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- 5.3 The Board shall review and investigate the appeal, and if requested, shall permit the grievant and his advocate to address the Board in closed session on the matter. Said closed session hearing shall be conducted in the presence of the management parties at interest.
- 5.4 Not later than five (5) days after the second regularly scheduled Board Meeting following receipt of the appeal, the Board will complete its review and investigation of the grievance and shall render a final decision on the matter, thus concluding the grievance procedure machinery of this Agreement. Nothing contained herein shall be construed to prevent an action by the grievant in Superior Court for redress of the grievance.



## ARTICLE 5. TRANSFER POLICY

### Section 1. Voluntary Transfers

Employees may request to be transferred to positions for which they are qualified and credentialed. An employee may request a voluntary transfer from March 1 to the last day of the school year. A request for voluntary transfer shall be made in writing to the Superintendent on a District-provided form.

- 1.1 Requests for voluntary transfer to a specific position can be made immediately upon notification of the vacancy.
- 1.2 If the Superintendent or designee and the receiving school principal approve, an employee requesting a voluntary transfer need not go through the screening evaluation and interview process normally used in evaluating non-employee applicants for a position. Otherwise such procedure shall be followed. Current employee(s) shall be given consideration in order of seniority.
- 1.3 No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
- 1.4 If a voluntary transfer request is denied, the employee or unit member shall, upon written request, be provided with the specific reasons for the denial in writing. Denial of a transfer request shall not be arbitrary or capricious in nature.
- 1.5 Transfer requests shall remain valid from time of submission until commencement of subsequent school year.

### Section 2. Involuntary Transfers

- 2.1 An involuntary transfer is any transfer not sought or not agreed to by the employee transferred. Transfers shall not be punitive or disciplinary in nature.
- 2.2 Immediately upon consideration of an involuntary transfer, the District shall provide the employee with written reason(s) for the transfer. Involuntary transfers at no time shall be inconsistent with state or federal law and shall be based on the following factors only:
  - 2.2.1 To accommodate an evaluation of an employee in a different environment or site;
  - 2.2.2 To establish or maintain a proper ethnic distribution of employees throughout the work site;
  - 2.2.3 To establish or maintain necessary capabilities at any school for special instructional programs;
  - 2.2.4 To accommodate a change in school enrollment necessitating either the addition or deletion of staff;
  - 2.2.5 Whenever such transfer occurs as a result of an emergency (defined as school closures, fire, flood, Act of God or similar occurrence);
  - 2.2.6 To establish or maintain leadership in a given area of curriculum.

## ARTICLE 5. TRANSFER POLICY, Cont'd

- 2.3 The following procedures shall be followed in involuntary transfers:
- 2.3.1 If there are two (2) or more employees at a school who are to be considered for transfer based upon the factors in Section 2.2 above, and said factors are judged equal, then the least senior employee (on a District seniority basis) shall be selected. However, the application of such seniority factor shall not operate so as to cause involuntary transfer of a unit member more than once in any three (3) year period.
  - 2.3.2 Where there is a qualified volunteer, who becomes an involuntary transfer candidate, the District shall give first consideration to such volunteer. Each transfer applicant shall complete a transfer application. The priority order of involuntary candidate selection would be based on district seniority.
  - 2.3.3 Release time of no more than two (2) days shall be provided to observe and to meet with the principal(s) for the likely available position(s) or transfer. This observation and meeting shall be conducted in a timely manner.
  - 2.3.4 List of Procedures for Site Administrators to follow:
    - 2.3.4.1 In conjunction with Human Resources Department, the site administrator shall complete the involuntary transfer form.
    - 2.3.4.2 A conference shall be held between the site administrator and teacher at which time the teacher is informed that an involuntary transfer will be recommended.
    - 2.3.4.3 At the conclusion of the conference, the form is to be signed by the administrator and the teacher. The signature of the teacher only verifies that he/she has been informed of the recommendation.
    - 2.3.4.4 Recommendation for involuntary transfer will be delivered to the Human Resources Department for approval and appropriate action.
    - 2.3.4.5 The decision on said involuntary transfer will be made by the Superintendent or their designee.
    - 2.3.4.6 The Human Resources Department shall notify the employee in writing not later than the first working day of the last week of school as to the status of the involuntary transfer if it is to be effective for the following school year.
    - 2.3.4.7 Employees involuntary transferred during vacation periods shall be notified by registered or certified mail, or notification shall be delivered in person to the employee.

### Section 3. Posting

- 3.1 All vacancies involving new hiring or transfers for positions in the bargaining unit shall be posted at each school on the Association bulletin board and emailed to all unit members within two (2) days of the declaration of the vacancies, and remain posted until the positions are filled. During the summer, the District shall provide notification to all qualified unit members who have transfer requests on file.

## ARTICLE 5. TRANSFER POLICY, Cont'd

### Section 4. Transfer/Reassignment Allowance

- 4.1 A sum of not more than three hundred dollars (\$300.00) shall be allocated for instructional materials for the new assignment. Such necessity is to be mutually determined between site administrator and unit member prior to purchase.
- 4.2 When a teacher is reassigned, assistance will be given in moving and preparing for the new assignment (ex. boxes, materials needed to pack, curriculum, training, etc.)
- 4.3 Transferees who are reassigned or transferred within the school work year, shall receive up to three (3) release days to prepare for the new assignment.

### Section 5. Reassignment Within a School

- 5.1 Assignment changes within a school are the responsibility of the principal, subject to the approval of the Human Resources Department. The principal shall take into consideration the staffing needs, curriculum of the school, seniority, credential authorization, and interests and rights of the teachers. Prior to making a reassignment, the principal shall discuss the reassignment with the teachers as soon as possible, but before the end of the current school year.

### Section 6. Reassignment within Summer Months

- 6.1 If a reassignment is necessary due to an unexpected opening during the summer months, the unit member will be notified as soon as the reassignment has been determined.
- 6.2 During summer months, if re-assigned to a different classroom, unit members shall receive up to three (3) days of pay at the current hourly rate to prepare for the new assignment.

## ARTICLE 6. EVALUATION

### Section 1. Purposes

- 1.1 It is understood and agreed that the principal objective of evaluation is to improve the quality of services to be rendered by the employee.
- 1.2 It is further agreed that this objective can be more readily achieved by a willingness on the part of the District to assist all certificated employees in improving their professional skills.
- 1.3 In the process of evaluation, the following shall not be violated in the formal written evaluation:
  - 1.3.1 A teacher's constitutional rights
  - 1.3.2 A teacher's civil rights
  - 1.3.3 A teacher's rights under California law

### Section 2. Evaluation Procedure

- 2.1 Using the California Standards for the Teaching Profession, temporary and probationary teachers shall be evaluated by the immediate supervisor, or other management designee, utilizing the current mutually agreed upon District forms once every school year, not later than thirty (30) calendar days before the last school day.
  - 2.1.1 A unit member with ten (10) or more years of District service and who has a previous satisfactory evaluation, shall be placed on a five (5) year evaluation cycle. The immediate supervisor may choose to evaluate the employee on a more frequent basis, or the unit member may request a more frequent evaluation.
- 2.2 Using the California Standards for the Teaching Profession, every permanent certificated employee shall be evaluated by the immediate supervisor, or other management designee, utilizing the mutually agreed upon District forms in compliance with Section 44663-44664 of the Education Code at least every other year, not later than thirty (30) days before the last school day. The evaluation procedure shall be consistent with Education Code Section 44662 and shall assess certificated employee competency as it reasonably relates to:
  - 2.2.1 The progress of pupils toward established standards of expected pupil achievement.
  - 2.2.2 The instructional techniques and strategies used by the employee.
  - 2.2.3 The employee's adherence to curricular objectives.
  - 2.2.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 2.3 Not later than the seventh school week of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet and mutually agree to the objectives upon which the evaluation is to be based. If mutual agreement is not reached by said date, the evaluator shall specify the objectives for the evaluation and shall note said specifications on an attachment to the evaluation form; in such event the employee may note on an attachment to the evaluation form any constraints related thereto.

## ARTICLE 6. EVALUATION, Cont'd

- 2.4 During the course of the evaluation period, circumstances may arise which in the opinion of the employee or the evaluator may require modification of the evaluation parameters. If upon conferring with the employee there is not mutual agreement for modification, the evaluator may designate the changes; in such event, the employee may note on an attachment to the evaluation form any constraints related thereto. If evaluatee initiates the request for modification, and no agreement is reached, the evaluatee may note such request on an attachment to the evaluation form.
- 2.5 In the case of an unsatisfactory evaluation the immediate supervisor may include the requirement that the certificated employee shall participate in a program designed to improve the appropriate areas of the employee's performance.

### Section 3. Observations

- 3.1 All classroom teacher observations shall be conducted openly. The use of electronic listening or recording devices for this purpose by any person in any classroom without the consent of the teacher shall be prohibited.
- 3.2 Observations are essential and are the basis upon which the formal written evaluation is based. Each formal observation made under this section shall be followed within five (5) days by a conference in which the evaluator and certificated employee shall review the observation.
  - 3.2.1 Formal Observation: This is a planned observation which has been mutually agreed upon at least two (2) days prior to the observation.
  - 3.2.2 Informal Observation: Informal observations are informal in nature and may take place at any time, and may or may not necessitate an evaluation conference.
- 3.3 Anything of a derogatory nature which may appear on a final evaluation is to be clearly stated by the evaluator to the teacher during a formal conference with specific recommendations for improvement and specific written plans for assistance. The conference must take place within five (5) days of the observation by the evaluator. During the resolution of the problem, at least three (3) observations shall take place by the evaluator. These steps shall take place prior to any formal written evaluation.
- 3.4 The formal written evaluation shall be based upon at least one formal observation and should also include several informal observations, and shall be based on the procedures described in Sections 2.3 and 2.4 above.
- 3.5 The evaluator shall not base his evaluation of a certificated employee on any information which was not collected through the direct observation or documentation of such employee. Hearsay statements shall be excluded from written evaluations; however, substantiated information not received through direct observation may be included in the evaluation.
- 3.6 Any certificated employee who receives a negative evaluation shall, upon request, be entitled to a subsequent formal observation, conference and written evaluation as prescribed above.

ARTICLE 6. EVALUATION, Cont'd

- 3.7 If subsequent remedial action eliminates the negative evaluation, and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after the statute of limitations (4 years) has expired and returned to the teacher as proof of removal. No other copies of this document may be kept by any District representative after its removal from the employee's file.
  
- 3.8 The employee may prepare and submit a written response to their evaluation and have that response attached to the final evaluation in their permanent personnel file.

## ARTICLE 7. CLASS SIZE

- 1.1 The average class sizes in the La Habra City School District shall not exceed those maximums specified in the Education Code. TK-3 average of 28-1 calculated by school site.

## ARTICLE 8. LEAVES OF ABSENCE

### Section 1. Sick Leave

In compliance with California Education Code 44978, every employee who is regularly employed five (5) days per week is entitled to ten (10) days paid sick leave for that year of employment. Employees who work less than full time shall be entitled to a proportionate amount of sick leave in accordance with the contract. The ten (10) days per school year may be accumulated without limitation.

Accumulative sick leave shall be provided by the District for instances of absence due to personal injury, illness, quarantine, or disability, and as otherwise provided for in compliance with the California Education Code 44981.

- 1.1 Use of Sick Leave in Cases of Personal Necessity Up to seven (7) days per year may be taken as a Personal Business Day (PBD) for any purpose without disclosing the reason, without restrictions, except for concerted employee activity such as strikes, work stoppages, and work slowdowns during normal business hours.
- 1.2 The District and the Association believe in the professionalism of our employees in using the leave provisions in this agreement.
- 1.3 Extended Illness Leave/Differential Pay – Upon the exhaustion of accrued sick leave, if a unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the unit member's salary for any month in which the absence occurs shall not exceed the sum which is actually paid to a temporary or substitute employee hired to fill the unit member's position during the absence or, if no temporary or substitute was hired, the amount which would have been paid to the temporary or substitute. In no event will days of differential pay exceed one hundred (100) days for any single illness or accident.

### Section 2. Industrial Accident and Illness Leave

- 2.1 Unit members who sustain illness or injury arising directly out of and in the course of and scope of their employment with the District, shall be entitled to Industrial Illness and Accident Leave, as set forth in the following conditions and regulations, and in accordance with California law.
- 2.2 Any absence which is supported by an authorized doctor's certificate and which is verified by the District as qualified Worker's Compensation is an absence payable under Industrial Illness and Accident Leave. No Industrial Illness and Accident Leave is to be paid in lieu of temporary disability payments, and entitlement to the leave is governed by the Worker's Compensation laws. During the period of determination by the District or its administering agency, the claim is approved or disapproved. If the claim is approved, a charge will be made to Industrial Illness and Accident Leave. Industrial Illness and Accident Leave will commence on the first day of authorized absence.



## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 2.3 A maximum of sixty (60) workdays of Industrial Illness or Accident Leave is allowable for any one illness or accident and shall be used in lieu of entitlement to any other paid leave.
  - 2.3.1 Eligibility for Industrial Illness or Accident Leave will continue for only such period, as the unit member is qualified as temporarily disabled under the Workers' Compensation laws.
  - 2.3.2 An Industrial Illness or Accident Leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.
  - 2.3.3 Industrial Illness and Accident Leave shall not be cumulative from year to year, nor from one illness/accident to another.
- 2.4 Should the employee's absence, due to an industrial illness or accident, extend beyond sixty (60) workdays, the employee shall use only as much of his/her accumulated sick leave, compensatory time, vacation, or other available leave which, when added to the temporary disability benefits, provides for not more than a full day's wage or salary.
- 2.5 During any period that a unit member has paid leave benefits available for his/her use, the District shall monitor the temporary disability benefits to assure proper retirement credit and contributions for State Teachers' Retirement System.
- 2.6 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Illness and Accident Leave shall be reinstated in his/her position.
- 2.7 If, after exhausting all paid leaves, a unit member is not medically able to assume the duties (see 2.8) of his/her position, the unit member may apply for a leave of absence without pay or may elect to resign or may be placed on a reemployment list for thirty-nine (39) months.
- 2.8 For purposes of this Agreement, the term "duty" refers to all scheduled working days, including legal and District-declared holidays, on which an employee in the bargaining unit is required to perform services for the District.

### Section 3. Bereavement Leave

The District shall grant to any employee up to six (6) working days leave with pay within one calendar year from the date of death of the employee's immediate family member. If six days are utilized, one day shall be charged to sick leave. Bereavement Leave is paid leave granted for making funeral/memorial arrangements, attending the funeral/memorial service and burial, paying respects to the family at a memorial service, wake or visitation, paying respects to the decedent, and related travel in or out of state. For definition of employee's "immediate family", see Article 3, Section 4.

### Section 4. Medical/Maternity Leave (With Pay)

- 4.1 The District may provide for leave of absence from duty for any teacher who is required to be absent from duties for pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the employee's physician.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 4.2 Teachers are entitled to use sick leave as set forth herein for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. The length of disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the teacher's physician.
- 4.3 The teacher on leave for pregnancy disability shall be entitled to return to the position held at the time the leave commenced; if said position no longer exists, she shall be returned to a comparable position classification to that held at the time the leave commenced.

### Section 5. Parental Leave for Child Bonding

Consistent with the provisions of Education Code section 44977.5, during each school year, all unit members may use his or her Sick Leave for purposes of "Parental Leave" for a period of up to 12 workweeks.

For the purposes of this Section, "Parental Leave" means leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

This leave is available when the unit member has exhausted all available Sick Leave, including all accumulated Sick Leave, and continues to be absent from his or her duties due to maternity/paternity leave pursuant to the California Family Rights Act (CFRA) under Section 12945.2 of the Government Code.

This Parental Leave is a paid leave. The rate of pay shall be the differential rate of pay as defined in this contract under "Extended Illness Leave/Differential Pay". The differential pay rate is the amount deducted from the salary due the unit member for any of the remaining portion of the 12-workweek period in which the absence occurs, and shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.

For purposes of Parental Leave, the following shall apply:

- 5.1 The 12-workweek period shall be reduced by any period of Sick Leave, including Accumulated Sick Leave, taken during a period of Parental Leave.
- 5.2 No more than one 12-workweek period for Parental Leave shall be provided during any 12-month period.
- 5.3 Parental Leave taken shall run concurrently with Parental Leave taken pursuant the CFRA.
- 5.4 Parental Leave must be taken within 12 months of the date of birth, adoption, or foster care placement of the child.
- 5.5 A unit member must be employed for at least 12 months prior to the Parental Leave; however, a unit member is not required to have 1,250 hours of service with the District during the prior 12-month period in order to take Parental Leave.
- 5.6 When possible, the employee will give the District at least thirty (30) days advance notice of the employee's intention to use parental leave and the anticipated dates of the leave.
- 5.7 Parental leave may be taken in minimum increments of two (2) weeks duration. On two separate occasions, a shorter duration may be used.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

### Section 6. Maternity Leave (Without Pay) – Child-Rearing Leave

- 6.1 A pregnant female employee shall be granted an unpaid leave of absence for maternity purposes.
- 6.2 The effective dates of said unpaid leave shall be mutually acceptable to the District and the employee.
- 6.3 A unit member requesting unpaid maternity leave shall submit said written request as far in advance of the intended beginning date as possible. Said request shall be accompanied by the attending physician's statement indicating the probable date of delivery.
- 6.4 The duration of the unpaid maternity leave shall be limited to that portion of the trimester, semester, or up to a natural extended holiday break in which delivery is expected or six weeks following, whichever is greater, plus the following semester or up to a typical extended holiday break.
- 6.5 An employee granted a maternity leave as provided herein, shall not be eligible for any District-paid benefits during the period of said leave. They shall be permitted to participate in District benefit programs by paying required premiums during said leave.

### Section 7. Military Leave

- 7.1 Unit members who enlist or are called into the armed forces of the United States, shall be entitled to the benefits as provided in the California Education Code and Sections 395.1 and 395.4 of the Military and Veterans Code.
- 7.2 Unit members shall receive one-tenth of the annual salary established for their position for the first thirty (30) days of such military service, in accordance with the above listed code sections.

### Section 8. Sabbatical Leave

Sabbatical leave shall be granted unit members for the purpose of professional study or travel which will benefit the schools and pupils of the District.

- 8.1 Eligibility : A permanent unit member who has served not less than seven (7) consecutive years, shall be eligible to apply for a sabbatical leave. At the discretion of the Board of Education, up to 2% of the eligible staff may be granted sabbatical leave.
- 8.2 Procedure : A unit member requesting sabbatical leave consideration shall submit a District-designed application form (includes District process and criteria) by January 1 preceding the school year for which the leave is requested. By February 1, the District Superintendent shall submit a recommendation for Board of Education consideration regarding qualifying sabbatical leave applications. By March 1, the Board of Education shall take action on sabbatical leave requests.
- 8.3 Requirements : Sabbatical leaves shall not be less than one semester, nor more than two semesters in duration.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 8.4 Compensation : A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent. A unit member granted a sabbatical leave shall receive such District compensation as represents the differences between the salary the unit member would have received, and that of the temporary contract teacher of 50%, whichever is greater. If a replacement is not employed, the unit member granted the leave shall be compensated by the District at the rate of 50% of the salary that would have been received had active service continued. The two options for method of payment shall be:
- 8.4.1 An employee on sabbatical leave may be paid in two (2) equal installments; one shall be paid at the end of the first semester, and the other at the end of the second semester.
- 8.4.2 The employee on sabbatical leave may elect to be paid in the same manner as though active service continued to be to the District, upon furnishing of a suitable bond indemnifying the District against loss should the employee fail to service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the employee. Sabbatical leave shall count toward regular salary schedule advancement, if any, and retirement credit. A unit member may also continue his/her health benefits during the sabbatical leave provided his/her pay the premiums.
- 8.5 Return to Service : The unit member shall, within sixty (60) days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:
- 8.5.1 Official transcripts of all completed course work
- 8.5.2 A complete travel itinerary
- 8.5.3 Recommendation of how the sabbatical leave may be shared with students and staff
- 8.5.4 A complete file of all pertinent materials either developed or collected during the leave shall be presented at a District in-service, and a recommendation for its use in the curriculum of the District shall be made by the unit member. Failure to satisfactorily provide this report shall constitute a failure of leave condition and may result in forfeit of all leave compensation. The unit member shall be reinstated to the classification held immediately prior to the sabbatical leave, unless the unit member and District mutually agree to an alternate classification.

### Section 9. Jury Duty and Official Appearance Leave

- 9.1 Teachers will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant. The teacher shall communicate a request for an approved absence as soon as possible prior to the beginning of the date of the leave or as a witness.
- 9.2 The teacher, while serving jury duty, shall receive regular earnings from the District.
- 9.3 A unit member who voluntarily defers his/her jury duty service from working to non-working days, will receive substitute teaching pay for the actual time spent on a jury service during a recess (non-working) period.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

### Section 10. Legislative Office Leave

- 10.1 Leave of absence for legislative office or Association office, shall be granted by the Board of Education in accordance with the Education Code for a period of time to be determined by the Board.
- 10.2 Such leave, when granted, shall be without pay or salary benefits.

### Section 11. Disability Allowance Leave (STRS)

- 11.1 The District shall grant a leave of absence in semester increments to any unit member who has applied for disability allowance, not to exceed 30 days beyond final determination of the disability allowance by the State Teachers' Retirement System (STRS), or as otherwise provided for in 11.2.
- 11.2 If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of disability, but not more than the end of the semester that precedes 39 months from the date of approval of the disability allowance.

### Section 12. Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

- 12.1 An employee with more than one year of continuous service with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of four (4) months in any twenty-four month period, of twelve (12) weeks per year, pursuant to the provisions contained herein.  
  
For purpose of this section the term, "family care and medical leave" means: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection of the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, child birth or related medical conditions.
- 12.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave, an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 12.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 12.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition. For a leave based upon caring for a child, spouse or parent who has a serious health condition, the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

- 12.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

12.6 Definitions:

- a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.
- b. For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

- 12.7 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

- 12.8 An employee granted a leave under this provision shall have a right to reinstatement to his/her former position (if it still exists) with equivalent benefits, pay, and other working conditions provided by the Agreement; if the former position no longer exists, he/she shall be placed in an equivalent position, with the equivalent salary, benefits, and working conditions provided for herein. However, the restoration provisions described herein may be denied if the employee returning from leave: is within the highest paid 10% of District employees; restoration would result in substantial and grievous economic injury to the operations of the District; and the District notifies the employee of the intent to refuse reinstatement at the time the District determines the refusal is necessary.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 12.9 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits to the same extent and under the same conditions as apply to other active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur.
- a. The employee does not return to District for a number of days equal to the duration of the family care and medical leave.
  - b. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.
- 12.10 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.
- 12.11 This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 commencing with Section 3201 of Division 4 of Labor Code (Workers Compensation).

### Section 13. Catastrophic Leave

Pursuant to Education Code Section 44043.5, bargaining unit members may apply for and receive Catastrophic Leave pursuant to the following provisions:

- 13.1 The unit member or a member of his/her immediate family shall have suffered severe incapacitating illness or injury which is expected to continue for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing employees' District duties.
- 13.2 The time off work must create a financial hardship for the unit member because employee has exhausted all personal sick leave, and/or other paid time.
- 13.3 A joint Association-District Committee comprised of two (2) representatives and an alternate of each party must determine and certify that the unit member is eligible for Catastrophic Leave because employee is unable to work due to the severity of that personal catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.
- 13.4 The Committee shall make good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits contemplated herein. However, there shall be no liability or recourse if said confidentiality is not maintained.
- 13.5 All procedures for requesting Catastrophic Leave, donating said leave credits, and utilization of days shall be established by the Joint Committee. The proposed rules and regulations of the Committee shall be subject to the approval of the Association and the District.

## ARTICLE 8. LEAVES OF ABSENCE, Cont'd

- 13.6 The annual period for donating sick leave credits shall be July 1 through October 1 of each school year. Unit members employed by the District after October 1 may donate to the Catastrophic Leave Reserve within the first thirty (30) calendar days of employment. Except in cases where new employee contributions within the first thirty (30) days of initial employment may result in a higher balance the Catastrophic Leave Reserve shall not be allowed to accumulate above the equivalent of one (1) day per total number of unit members.
- 13.7 If the Catastrophic Leave Reserve balance falls below 100 days, the Joint Committee may reopen the period for donating sick leave credits.
- 13.8 No unit member with less than thirty (30) days of accumulated sick leave on the date of donation and who elects to donate eligible leave credits may donate more than one (1) day in any given year of accumulated full day sick leave; unit member with thirty (30) days or more of said days on the date of donation may donate two (2) days.
- 13.9 Transfers of eligible leave credits are irrevocable and shall not be donated in less than full day increments.
- 13.10 Catastrophic Leave may begin upon the exhaustion of the unit member's current accumulated sick leave benefits, or ten (10) working days, whichever is longer, depending on the unit member's request and the Joint Committee's decision. The statutory period of differential pay (running concurrently with said sick leave payments) may be augmented by Catastrophic Leave, depending on the unit member's request and the Joint Committee's decision. In addition, Catastrophic Leave may be granted by the Joint Committee following the exhaustion of the statutory period of differential pay. Until the exhaustion of differential pay and/or Catastrophic Leave, the District shall continue the fringe benefit contribution it would make for the unit member as if employee were in active service to the District.
- 13.11 No unit member may utilize any Catastrophic Leave benefit unless employee has previously donated sick leave credit to the Reserve, and there shall be a ten (10) working day waiting period between a unit member's donation of sick leave credit(s), and employee's utilization of Catastrophic Leave credits.
- 13.12 Any unit member who received paid Catastrophic Leave shall first use any leave credits that employee continues to accrue on a monthly/annual basis prior to receiving paid Catastrophic Leave.
- 13.13 The receipt of a donated sick leave credit through Catastrophic Leave as defined herein, when combined with other District income, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than employee received immediately prior to the receipt of Catastrophic Leave.
- 13.14 Catastrophic Leave may be granted in full or partial day increments.
- 13.15 Donated Catastrophic Leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following school year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the illness absence.
- 13.16 Members receiving Workers Compensation benefits for industrial illness or injury shall not be entitled to Catastrophic Leave benefits, as described herein.
- 13.17 The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article IV (Grievance Procedure) of this Agreement.



ARTICLE 8. LEAVES OF ABSENCE, Cont'd

Section 14. Medical Examination

Nothing contained elsewhere in this Article shall be interpreted to preclude or limit the District's right to require certificated employees to undergo medical examinations at District expense pursuant to Education Code Section #44839 and Board Policy 4161.1.

## ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS

The attached salary schedule is designed to continue to recruit and retain the most talented and capable teachers available in the hopes and expectations that student achievement growth rates will exceed State norms.

### Section 1. Salary Provisions

- 1.1 The current salary schedules are contained in Appendix 1 and posted on the District website.
- 1.2 Professional growth and development for all employees is subject to the following conditions and procedures:
  - 1.2.1 The column requirement for the second column is a Master's Degree or Bachelor's Degree plus 45 units; 50% of the units beyond a Bachelor's Degree must be graduate units.
  - 1.2.2 The column requirement for the third column is a Bachelor's Degree plus 60 units including a Master's Degree or Master's Degree plus 15 units, the 15 units to be completed after the Master's Degree.
  - 1.2.3 A "C" grade or better is required for all coursework.
  - 1.2.4 Classes that will be approved shall be limited to those, which are upper division or graduate level; taken from an institution of higher learning accredited by the Western Association of Schools and Colleges (WASC), or a regional affiliate thereof; and in a subject directly and specifically related to the employee's current, previous, or prospective assignment in the District.
  - 1.2.5 Approval of on-line or other distance learning courses or programs may require supporting documentation. Criteria for approval may consider course content and rigor equivalent to a traditional course or program at the college or university.
- 1.3 The following procedures for horizontal salary schedule movement shall be as follows:
  - 1.3.1 Unit members contemplating a salary schedule column change the following school year shall complete the District's Intent for Column Change Advancement Form and submit it to the Personnel Office by May 15 of the preceding year.
  - 1.3.2 Unit members desiring professional growth units for movement on the salary schedule must complete the District's Professional Advancement Form and submit it to the Superintendent for approval prior to enrollment. Courses that meet the criteria in 1.2.4 and 1.2.5 will be approved.
  - 1.3.3 Proof of completed units for column advancement/degree completion must be submitted to the District Personnel Office by the first Friday in September in order for the salary change to be effective for the first semester.
  - 1.3.4 Proof of completed units for column advancement/degree completion must be submitted to the District Personnel Office by the first Friday in February in order for the salary change to be effective for the second semester of a school year.

## ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS, Cont'd

- 1.4 Unit members will be allowed salary schedule credit for participating in selected District approved workshops and selected District sponsored or designated staff development/in-service activities. Credit on the salary schedule will be granted on the basis of one (1) unit of salary schedule credit for each fifteen (15) hours of workshop/in-service participation. Unit members may accumulate no more than a career total of nine (9) of these salary schedule unit credits.
- 1.5 Annual step and column movements on the salary schedule shall be granted during the term of this Agreement. At the end of this Agreement, continuation of said annual movements shall not be automatic, but shall be the subject of bargaining between the parties.

### Section 2. Payment Schedule

- 2.1 Employees will be paid in ten (10) monthly payments.

### Section 3. Extra Days – Counselors and Nurses

- 3.1 Unit members who work outside of the regular school year (more than the 186 days) will be paid at their per diem rate of pay.
- 3.2 Regular Ed. Combination Class Teachers will receive a stipend beginning with the 2021-22 school year.

### Section 4. Health, Dental, Vision and Life Insurance

- 4.1 The eligibility for a District fringe benefit contribution is:
  - 4.1.1 Employees will be eligible for benefits beginning at the start of the month following the month in which the employee renders their first day of employment. Those employees who work less than full time shall receive a prorated district contribution for fringe benefits in the same ratio as their part time employment bears to full time employment.
- 4.2 An alternate choice of health and dental insurance plans will be provided as described herein. Medical plan choices include: SISC Anthem Blue Cross HMO plans (20 and 30), SISC Anthem Blue Cross HDHP Plan A, SISC Anthem Blue Cross PPO plans, or SISC Kaiser HMO plans (20 and 30) or SISC Kaiser Deductible HMO 500; said plans shall be subject to modification and/or replacement by SISC. Dental plan choices include: SISC Delta Dental PPO and HMO plans. Vision plan is SISC VSP Signature Vision Plan.
- 4.3 Unless modified by subsequent negotiations between the parties, the District's sole obligation with regard to the maintenance of employee fringe benefits as described herein, shall be to contribute the amount of an FTE employee's premiums that it is paying as of January 1, 2023.
- 4.4 A \$50,000 level term Life Insurance Policy shall be made available to full-time, active unit members. District shall pay the tenthly cost for the premium for eligible employees only.

ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS, Cont'd

4.5 Effective January 1, 2023, the District tenthly contribution towards the cost of health benefit shall not exceed:

	<u>Medical</u>	<u>Dental – PPO</u>	<u>Dental - HMO</u>	<u>VSP (Vision Service Plan)*</u>
Single Party	\$614.00	\$136.00	\$70.00	\$12.00
Two-Party	\$1,297.00	\$136.00	\$70.00	\$24.00
Family	\$1,854.00	\$136.00	\$70.00	\$34.00

Section 5. Enrollment Procedures

5.1 Prior to October 1 of each school year the employee will make a selection of the type of plans desired. Upon initial hiring, new employees will be required to meet with American Fidelity to enroll in their benefit selection.

5.1.1 Pursuant to State provisions and definitions, domestic partners of unit members may be included under employee health coverage.

5.2 Employees will authorize the necessary payroll deduction.

5.3 Once a choice is made, the selection will be in force effective October 1 until the following September 30.

5.4 An employee on unpaid leave may elect to continue health or dental insurance by remitting the total monthly premium to the District in cash prior to the first of each month. In the event the payment is not received within ten (10) working days of the due date, the employee's coverage will be canceled.

5.4.1 A unit member going onto unpaid leave of absence status for thirty (30) calendar days or longer and who does not receive a District fringe benefit contribution for said leave duration, shall be eligible to receive a District fringe benefit contribution upon return to active status, beginning with the start of the month in which he/she renders service for at least half of the regular work days in said month.

Section 6. Payroll Deductions

The District shall withhold from the salary of employees, payroll deductions which have been authorized in accordance with the following procedure:

6.1 Total monthly deductions for all items must be \$1.00 or more.

6.2 Deductions will be made from ten (10) checks beginning August 1 and ending May 1.

6.3 Funds deducted from payroll will be promptly remitted to designated organizations by the District.

6.4 Tax sheltered annuities must be authorized by a separate contract amendment form provided through the insurance agent.

6.5 Additional payroll deduction options must be authorized by the Board of Education.

## ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS, Cont'd

### Section 7. Employee Travel

- 7.1 Employees who are required to travel to two or more district sites per day on a regular basis shall be compensated at the current IRS rate per mile for use of their personal automobiles.
- 7.2 Mileage will be accumulated and tabulated monthly on a District form, approved by the immediate supervisor, and will be paid by the District periodically during the school year.
- 7.3 Employees who attend conferences or other out-of-District events may be reimbursed for meals if they are not included as part of the conference and with the submission of receipts up to \$60.00 per day.
- 7.4 Teachers who travel between middle schools will receive a travel period per day.
- 7.5 Teachers from middle school who travel to elementary sites will receive one preparatory period per day which includes travel time.

### Section 8. Early Retirement Incentive Program - Certificated

- 8.1 To be eligible for early retirement the certificated employee must have been employed for ten consecutive years preceding retirement in the La Habra City School District, and be 55 years of age on or before July 1 of the year retirement will commence. Eligibility shall normally be limited to employees in active status immediately prior to retirement.
- 8.2 Retirees will keep their current eligibility of health and dental benefits during the time period from age 55 to 65 or until Medicare is available.
- 8.3 Preferred Substitute Option: Retirees shall be compensated at the regular per diem substitute pay rate. Retirees from La Habra City School District will be given priority to serve as a substitute teacher over those teachers who are on the District substitute list and are not retired teachers serving in this early retirement program. This preferred substitute status program makes it possible for these certificated personnel to be of service to the La Habra City School District for a period of five-seven (5-7) years or until age sixty-five (65) whichever comes first. The 6th and 7th year would apply only to those who retire at age 55 or 56.
  - 8.3.1 Other short-term assignments may be available in the area of curriculum or special projects for employees with particular backgrounds and/or skills. These assignments would be made at the discretion of the Board of Education.
  - 8.3.2 Certificated employees who do not possess a teaching credential, or who would not qualify for a teaching credential, such as a school nurse, could serve only as a substitute in the area in which they are credentialed, or be employed as stipulated in section 8.3.1.

## ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS, Cont'd

- 8.3.3 The Board of Trustees will limit the number of teachers for each year for participation in the early retirement program under section 8.3 to 5% of total staff included in the certificated unit that is in excess of one/half (1/2) the previous three year average of anticipated attrition created by declining enrollment. (Administrators will not be considered as part of the 5%, but will be considered on individual merit.) All teacher applicants who apply for early retirement as specified in section 8.3 will be ranked in priority order based upon selected criteria listed below and the results of an interview by an interview panel consisting of two board members, the superintendent, the District's affirmative action officer, and a designated representative from the La Habra Education Association. Criteria to be considered for Teacher Early Retirement Applicants:
1. Total years in La Habra
  2. Health of employee
  3. Personal circumstances of the employee
  4. Results of interview by panel
- 8.3.4 Recommendations from the interview panel will be given to the Board of Trustees no later than the second Board meeting in February. (Administrator applicants may be interviewed at the discretion of the Board, by the Board.)
- 8.4 Health and Dental Benefits Only Option: For an employee who would like to take an early retirement and not work as a substitute teacher, an alternative plan would be available which would give each early retiree the health and dental benefit package. Requirements in section 8.1 above would still be necessary for eligibility. Health and dental benefits under this program would be available and continued in force as stated in section 8.2 only if other health and dental benefits of equal or comparable value are not available through other employment, which would be considered permanent employment. (Permanent employment would be considered permanent if the duration were for one year or more in a full-time position.)
- 8.5 Employees opting to participate in either program stated in sections 8.3 and 8.4 must submit a resignation in writing prior to entering into a contract under the provisions of this program and may not return to regular employment. The retiree's resignation shall be enforced on the date that his/her early retirement request is approved by the Board of Trustees.
- 8.6 Termination of the contract pertaining to section 8.3 may be by mutual agreement, or by the District should there be a failure in performance of services rendered. However, all retired employees would be covered under the approved grievance procedures in the unit contract.
- 8.7 All applicants will be notified by March 1 of the status of their request.
- 8.8 The deadline for filing an application will be January 15.

## ARTICLE 9. SALARY SCHEDULE AND EMPLOYEE BENEFITS, Cont'd

### Section 9. Internal Substitution

- 9.1 As described herein, a unit member shall receive internal substitution pay in instances of an employee absence for which the District would have normally hired a substitute employee, but for which said substitute service was unavailable.
  - 9.1.1 An elementary school employee, directed to supervise some portion of an absent employee's class, shall be compensated at that portion of the regular substitute rate of pay that bears to same relationship as the number of assumed students bears to the resident class total.
  - 9.1.2 A middle school employee, directed to supervise a class period for an absent employee, shall be compensated at the rate of 1/6 of the regular substitute daily rate of pay.
  - 9.1.3 To the extent possible, a site manager shall rotate internal substitution arrangements, as described herein, among available unit members at a grade level or at a site.

### Section 10. IRS Section 125 Plan

- 10.1 All employees who are employed for at least 15 hours per week and who have been employed for at least one year are eligible to participate in the District's Section 125 Plan. The Plan includes excess insurance premium reimbursement, excess medical cost reimbursement, and reimbursement for approved childcare up to \$5,000 annually. There will be no cost to the employee to join the Plan, but the employee will pay the monthly administrative costs of administering his/her claims. After the first Plan "year", the Plan will be January 1<sup>st</sup> through December 31<sup>st</sup>.

ARTICLE 10. REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATED THERETO

1. The parties understand the legal provisions of the Education Code regarding Reduction-in-Force actions by the District, and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the Reduction-in-Force protections of the Education Code for unit members.
2. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.
2. The District and Association agree that alleged violations of the procedure and requirements described in section 1 above shall be excluded from the provisions of Article 4 (Grievance Procedures) of this agreement.
3. Article 9 (Fringe Benefits) shall be amended to provide fringe benefit coverage through September 30 for those unit members working a full school year, including all unit members who may be given layoff notices during the preceding March.
5. The District shall compensate all probationary and permanent teachers laid off in accordance with a Reduction-in-Force action as provided for in Education Code section 44956.
4. The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter related to reduction-in-force actions that the District may take during the term of this Agreement, and to effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



## ARTICLE 11. WORK HOURS

1. The regular on-site workday for employees shall consist of a day beginning 30 minutes prior to the beginning of the first class at the school to which the employee is assigned and concluding with the end of the last class session or period at the school to which the employee is assigned. In addition, it is expected that each employee will attend and remain until the conclusion of all similarly assigned non-classroom duties as assigned by site administrator.
2. This provision shall result in the following workday requirements at the various levels in the District:

### On-Site Work Day for Employees

<u>Grade Level</u>	<u>Requirements</u>
Elementary School	7 hours, inclusive of a 40 minute duty-free lunch*
Middle School	7 hours 20 minutes, inclusive of a 40 minute duty-free lunch*

\*On a rainy day schedule, said forty (40) minute duty-free lunch may be adjusted to thirty (30) minutes.

3. Every Wednesday is a student early release day for TK-8. Teachers are required to attend professional learning communities (PLC) for one hour, beginning twenty (20) minutes after student dismissal.
  - 3.1 Two (2) PLC days will be designated for Back to School and Open House (one for each) for purposes of classroom preparation.
  - 3.2 Three (3) PLC days will be designated for grading input, resulting in one for each trimester.
4. Within the on-site workday described above, scheduling will be arranged to provide the following:
  - 4.1 During the school day the equivalent of a standard teaching period (based upon the teacher's work schedule) shall be set aside for conference/preparation purposes for teachers in Middle School.
  - 4.2 At Elementary Schools, utilization of thirty (30) Physical Education release times per year shall be set aside for teacher planning and development of curriculum. Up to six (6) Physical Education release times per year will be used to support cycles of inquiry as determined by site needs.

## ARTICLE 11. WORK HOURS, Cont'd

5. Upon mutual agreement of the District and an individual teacher at middle school, said teacher shall, for any given semester, be allowed to teach an additional period per day during their conference/preparation period and, if so, shall be paid on a 7/6's contract. Said 7/6's arrangement shall be entered into if: it results in a greater number of teachers being RIFed than might have otherwise occurred; or if an available RIFed teacher is on a re-employment list, as provided for in the Education Code, and is credentialed and competent to handle the fragment assignment.
6. Beyond the provisions of this article, teachers are expected to voluntarily make themselves available for tutorial activities with students.
7. The following work year provisions shall be in effect:
  - 7.1 A student instructional year of 181 days.
  - 7.2 One day of pre-service at the school site.
  - 7.3 There will be 4 days for staff development for a teacher work year of 186 days. The curriculum (content) for one day is at the sole discretion of the school site with District approval.
  - 7.4 One ½ day (3hours) shall be used for teachers to prepare their individual classrooms during the week prior to starting school. Scheduling of this ½ day will be announced by the principals by the first day teachers return.
  - 7.5 Five minimum days shall be provided for fall and winter parent-teacher conferences.
    - 7.5.1 Individual schools shall be permitted to use one evening for fall and winter parent conferences with teachers being able to leave campus after student dismissal at the end of the following minimum day.
  - 7.6 Transitional kindergarten and kindergarten teachers are required to conduct the annual kindergarten orientation on a day contiguous to the first day of instruction. They shall receive an extra payment of \$125.
  - 7.7 Counselors will work 196 days with the ten (10) extra days paid at the member's per diem rate of pay.
  - 7.8 Nurses will work 191 days with the five (5) extra days paid at the member's per diem rate of pay.
  - 7.9 For the 2021-2022 school year, Regular Education Combination Class Teachers will receive two (2) curriculum development days.
    - 7.9.1 Beginning with the 2022-2023 school year, Regular Education Combination Class Teachers will receive four (4) curriculum development days; two (2) before the beginning of the school year, and two (2) during the school year.

ARTICLE 12. PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

THIS SECTION REMAINS BLANK

## ARTICLE 13. SUMMER PROGRAMS

Instructional programs offered outside of the school year that occur during the summer months.

Programs are based on student need and may include, but are not limited to the following:

- Summer Academy – General Education Students
- Language Academy – English Learner Students
- Gifted and Talented Education (GATE) Summer Academy – GATE Students
- Extended School Year (ESY) – Special Education Students

### Section 1. Assignment

- 1.1 The District shall identify tentative assignment needs for summer programs as early as possible.
- 1.2 The District shall post notices of summer program vacancies at all schools, allowing for an appropriate application period. Notices shall include statement of working conditions (salary, tentative hours, etc.) and application procedures. The daily hours include four (4) hours of instructional time and one (1) hour of preparation. ESY program hours include daily instructional hours that may vary based upon the recommendation of the Individual Education Plan team and one (1) hour of preparation.
- 1.3 Summer program assignments shall only be offered to candidates from outside the District if a summer program assignment cannot be filled from existing staff.
- 1.4 A teacher will be informed as to the reason his/her summer program application was not selected.
- 1.5 Notification of assignments will be made by email or phone call by District Personnel Office.

### Section 2. Selection

- 2.1 The criteria in selecting summer program employees shall be appropriate credentials and experience.
- 2.2 Preference shall be given to permanent employees.
- 2.3 If criteria 2.1 and 2.2 are judged equal, preference shall be given to the applicant with the least recent summer program experience in the District.
- 2.4 If criteria 2.1, through 2.3 are judged equal, preference shall be given to the applicant with the fewest hours of previous summer program experience.
- 2.5 If criteria 2.1 through 2.4 are judged equal, preference shall be given the applicant with the greatest number of months of District service.
- 2.6 If all criteria in items 2.1 through 2.5 are judged equal, the District shall make the final selection of summer program applicants.

### Section 3. Rate of Pay

Summer program hourly rate should be based upon the "Employee Schedule Plus" found under the certificated salary schedule in effect during the summer program.

## ARTICLE 14. PUBLIC CHARGES

### Section 1

- 1.1 No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:
  - 1.1.1 Any student, parent or citizen written complaint about a unit member which may be used against the unit member shall be reported to the unit member by the immediate supervisor receiving the complaint.
  - 1.1.2 Should the involved unit member believe the allegations in a complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.
  - 1.1.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant shall put the complaint in writing and submit the complaint form to the immediate supervisor and unit member, with a copy to the Superintendent. The unit member shall be given time to review the complaint. Such review shall take place during normal business hours, but not instructional time and the employee shall be released from duty for this purpose without salary deduction.

### Section 2

- 2.1 If the immediate supervisor's decision regarding the disposition of the complaint is not satisfactory to the unit member, the unit member may appeal said decision to the Superintendent for review. A conference regarding this appeal shall be held at the request of either party.
- 2.2 If the Superintendent's decision regarding disposition of the complaint is not satisfactory to the unit member, the unit member may appeal said decision in writing to the Board of Education. Said appeal shall contain all written documentation related to the complaint. After review of the written record, the Board shall, if requested in writing by the unit member, schedule a closed session meeting with the unit member and a representative. Thereafter the Board shall render a final decision regarding the disposition of the complaint.

### Section 3

- 3.1 Complaints which are withdrawn, shown to be false, or are not sustained by the above procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

## ARTICLE 15. CHILD ABUSE

The following procedures shall be followed in suspected cases of child abuse:

1. The unit member shall report suspected child abuse to the La Habra Police Department and Child Abuse Registry immediately, or as soon as practically possible, by telephone.
2. The unit member shall then report said incident to his/her immediate supervisor/designee or a central office administrator.
3. The unit member shall then prepare "Suspected Child Abuse Report" within thirty-six (36) hours of receiving the information concerning the incident. Said forms available at each site and the District Office, shall be sent to:

Child Abuse Registry

ARTICLE 16. PROFESSIONAL GROWTH FOR  
PROFESSIONAL CLEAR TEACHING CREDENTIAL

1. The District shall designate only certificated non-unit employees to serve as Professional Growth Advisors (herein "advisors"). A list of these advisors will be published by the District annually prior to the beginning of the school calendar year. The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan of a credential holder who is subject to the provision of this article (herein "credential holder") comply with pertinent Education Code and applicable Administrative Code Sections (herein "Education Code").
2. If a credential holder believes that, their advisor has taken an adverse action that they consider to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.
3. Association activities, which comply with the Education Code, shall be allowed as Professional Growth Activities. Upon the request of the credential holder or advisor, the president of the Association shall provide verification of participation or completion.
4. The District and the Association shall provide a joint in-service for credential holders no later than October 1 each school year. This meeting shall be voluntary for all credential holders who are new to the District.
5. A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit or the actual number of class/lab hours required, whichever is greater.
6. A professional growth advisor must discharge their responsibilities independently of any evaluation of the credential holder's performance that is conducted to determine the credential holder's employment status.
7. An advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) days of submission to the advisor. If an advisor finds that they cannot certify an initial plan, initial a modification or verify completion, the advisor shall notify the credential holder of the reason(s) in writing within ten (10) days of submission.
8. "Education Code" and "Administrative Code" as used herein shall mean said code provisions in effect April 1, 1986.

## ARTICLE 17. SAFETY

### Section 1. Safe Working Conditions

- 1.1 Except in emergency conditions, teachers shall not be required to work in hazardous conditions.
- 1.2 An employee shall submit written notice to the District of unsafe conditions at their job site. The District shall investigate such notifications, and if feasible and necessary, correct said conditions.

### Section 2. Student Discipline

- 2.1 A written description of the rights and duties of unit members with respect to student discipline including the right to suspend students shall be presented to each unit member, in writing, on the first day of the school year.
- 2.2 Unit members acting within the scope of their duties and responsibilities may exercise physical control consistent with state law and District policy.

### Section 3. Assault

- 3.1 A unit member shall report serious threats of physical harm or cases of actual assault and/or battery suffered by them in connection with their employment, to their immediate supervisor. The report shall be forwarded to the appropriate local police agency by the District in compliance with state law. If police action is desired by the unit member, the unit member may file a separate complaint. The District recommends and encourages that unit members file such complaints with the police.
- 3.2 The employer shall reimburse unit members for reasonable costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed.
- 3.3 In connection with an assault, if criminal or civil charges are brought against unit members acting in a non-negligent manner and within the scope of their employment, the employer shall either provide legal counsel to act in the unit member's defense or shall at its sole discretion, either reimburse the unit member for legal fees incurred in securing their own defense as provided in the government code.



## ARTICLE 18. CONCLUSIVENESS OF AGREEMENT

This agreement constitutes the entire agreement between the parties and concludes the meet and negotiate process on any item, for the term of this agreement except that:

The Association and the District may amend the contract provisions by negotiations and through the Memorandum of Understanding (MOU) process.

## ARTICLE 19. SAVINGS PROVISION

If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law and will be subject to immediate renegotiation. All other provisions will continue in full force and effect.

## ARTICLE 20. ORGANIZATIONAL SECURITY

1. The District and the Association recognize the right of unit members to form, join, and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join, and participate in employee organization activities.
2. Any unit member, who is a member of the Association thirty (30) days after this Agreement becomes effective or who enrolls in membership during the term of this Agreement, shall maintain such membership for the term of this Agreement. A unit member may revoke such membership, in writing.
3. The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members, who currently have authorization cards on file for the above purposes, need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the unit members.
4. Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check of the unit member each month.
5. With respect to all sums deducted by the District pursuant to the authorization of the unit member for membership dues, the District agrees promptly to remit such monies to the Association, at an address designated by the Association, along with an alphabetical list of unit members for whom such deductions have been made.
6. Any unit member, who is a member of LHEA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member, who revokes their authorization for the payroll deduction of dues, fees and assessments, or the non-member service fees, shall transmit such amount to the Association in compliance with Sections 7 and 8 below.
7. With respect to all sums deducted by the District pursuant to Section 1 and 2 above, whether for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. There shall be no charge to the Association for such deductions.
8. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
9. The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of Association's obligation hereunder, the District will notify the Association, in writing, of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this Section shall be limited to costs, fees, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

ARTICLE 20. ORGANIZATIONAL SECURITY Cont'd

10. The provisions of this Article shall only become operative if approved in a subsequent vote of unit members conducted by the California State Conciliation Service. If said approval is not received, these provisions shall be null and void. The effective date of said approval shall be September 1, 1993.

## ARTICLE 21. ASSOCIATION RIGHTS

1. The Association shall have the following rights in addition to the specific rights guaranteed in any other portion of this Agreement.
  - 1.1 The right to represent its members in their employment relations with the District.
  - 1.2 The right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
  - 1.3 The right to appoint a unit member representative to District committees pertaining to consultation matters.
  - 1.4 The right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, and the right to use institutional facilities at reasonable times for the purpose of meetings and other Association activities.
  - 1.5 The right to be supplied annually with a complete alphabetical roster of all bargaining unit members.
  - 1.6 The right to receive a copy of any non-confidential budget or financial material on the approximate date it is submitted to the Board.
  - 1.7 The right to review non-confidential written material of the District that is reasonably related to the Association's role as the exclusive bargaining representative.
  - 1.8 The right to receive a full Board of Education agenda, including all non-confidential materials, prior to regular and special meetings.
  - 1.9 The Association shall be granted up to thirty (30) days per year of paid leave for which the cost of substitutes will be paid for by the Association; however, no one individual may use more than fifteen (15) days per year of said Association leave allowance.

## ARTICLE 22. TERM

1. This Agreement is extended for one (1) year and shall cover the period beginning July 1, 2022 upon ratification until June 30, 2023 and shall continue in effect thereafter until modified by subsequent negotiations.
  - 1.1 During the term of this Agreement the District and the Association shall also meet and negotiate on any new subject of bargaining that contains a financial penalty to the District if ignored.
  - 1.2 Negotiations for a successor agreement will begin in Spring 2023.

## INDEX TO APPENDICES

- Appendix 1 La Habra City School District 2022- 2023 Employee Salary Schedules
  - A. La Habra City School District 2022- 2023 Certificated Teacher Salary
  - B. La Habra City School District 2022- 2023 Nurse Salary
  - C. La Habra City School District 2022- 2023 Speech and Language Salary
  
- Appendix 2. School Calendar – 2022-2023
  
- Appendix 3. School Calendar – 2023-2024

APPENDIX 1-A

LA HABRA CITY SCHOOL DISTRICT  
**CERTIFICATED TEACHER SALARY SCHEDULE 2022-2023**  
 EFFECTIVE JULY 1, 2022  
 2021-2022 SALARY SCHEDULE +6.00%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
1	\$56,735	\$60,380	\$66,034	\$73,297
2	\$58,436	\$61,273	\$68,011	\$75,491
3	\$60,189	\$63,111	\$70,054	\$77,758
4	\$60,189	\$65,003	\$72,153	\$80,087
5	\$60,189	\$66,953	\$74,320	\$82,493
6	\$60,189	\$68,963	\$76,549	\$84,966
7	\$60,189	\$71,031	\$78,844	\$87,518
8	\$60,189	\$73,161	\$81,213	\$90,142
9	\$60,189	\$75,356	\$83,646	\$92,849
10	\$60,189	\$75,356	\$86,156	\$95,634
11	\$60,189	\$75,356	\$88,744	\$98,506
12	\$60,189	\$75,356	\$91,400	\$101,457
13	\$60,189	\$79,004	\$94,145	\$104,498
14	\$60,189	\$79,004	\$97,791	\$107,641
15	\$60,189	\$79,004	\$97,791	\$111,284
16	\$60,189	\$79,004	\$97,791	\$111,284
17	\$60,189	\$79,004	\$97,791	\$111,284
18	\$60,189	\$79,004	\$105,244	\$111,284
19	\$60,189	\$79,004	\$105,244	\$111,284
20	\$60,189	\$79,004	\$105,244	\$123,172
21	\$60,189	\$79,004	\$105,244	\$123,172
22	\$60,189	\$79,004	\$105,244	\$123,172
23	\$60,189	\$79,004	\$105,244	\$123,172
24	\$60,189	\$79,004	\$105,244	\$123,172
25	\$60,189	\$79,004	\$105,244	\$126,305

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)  
 All Columns: Units must show a grade of "C" or better, or "Satisfactory" in a pass/fail grading system

Employee Schedule Plus

English Learner Lead Teacher \$1,181  
 Dual Immersion with BCLAD \$1,772  
 World Language with BCLAD \$1,772  
 Combo Teachers \$1,772  
 Special Education Teachers \$1,772  
*Designated Instructional Services (DIS), Special Day Class (SDC),  
 Resource Specialist (RSP) - (with certification)*  
 Special Education Teachers \$886  
*DIS (without certification)*

Hourly Rate for:  
 State-Supported Programs \$53/hr  
 Summer Inservice Training \$53/hr  
 Before & After School Activities/Prgms \$53/hr  
 Other Mandatory Programs/Training \$53/hr  
 Mileage: Current IRS Rate  
 Meal Reimbursement: \$60

Employee will receive one year experience credit for a single one-half year or more experience. All other experience granted on a regular work year basis. Substitute work does not count. Six (6) years of outside experience will be granted on the salary schedule to teachers new to the district. Experience consists of teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U. S. Government.

Effective: 12:00 A.M. 7/01/22  
 Board Approved 11/10/22

Certificated 22-23 as of November 30, 2022.xlsx  
 11/30/22-rb



APPENDIX 1-B

LA HABRA CITY SCHOOL DISTRICT  
**CERTIFICATED NURSE SALARY SCHEDULE 2022-2023**  
 (Includes 4%)  
 EFFECTIVE JULY 1, 2022  
 2021-2022 SALARY SCHEDULE +6.0%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
1	\$59,004	\$62,794	\$68,675	\$76,228
2	\$60,773	\$63,724	\$70,730	\$78,511
3	\$62,595	\$65,636	\$72,857	\$80,868
4	\$62,595	\$67,604	\$75,040	\$83,291
5	\$62,595	\$69,631	\$77,293	\$85,793
6	\$62,595	\$71,722	\$79,611	\$88,366
7	\$62,595	\$73,870	\$81,997	\$91,019
8	\$62,595	\$76,087	\$84,461	\$93,747
9	\$62,595	\$78,372	\$86,992	\$96,563
10	\$62,595	\$78,372	\$89,602	\$99,460
11	\$62,595	\$78,372	\$92,294	\$102,445
12	\$62,595	\$78,372	\$95,057	\$105,516
13	\$62,595	\$82,163	\$97,911	\$108,677
14	\$62,595	\$82,163	\$101,704	\$111,946
15	\$62,595	\$82,163	\$101,704	\$115,735
16	\$62,595	\$82,163	\$101,704	\$115,735
17	\$62,595	\$82,163	\$101,704	\$115,735
18	\$62,595	\$82,163	\$109,453	\$115,735
19	\$62,595	\$82,163	\$109,453	\$115,735
20	\$62,595	\$82,163	\$109,453	\$128,099
21	\$62,595	\$82,163	\$109,453	\$128,099
22	\$62,595	\$82,163	\$109,453	\$128,099
23	\$62,595	\$82,163	\$109,453	\$128,099
24	\$62,595	\$82,163	\$109,453	\$128,099
25	\$62,595	\$82,163	\$109,453	\$131,357

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)  
 All Columns: Units must show a grade of "C" or better, or "Satisfactory" in a pass/fail grading system

Employee Schedule Plus

English Learner Lead Teacher \$1,181  
 Dual Immersion with BCLAD \$1,772  
 World Language with BCLAD \$1,772  
 Combo Teachers \$1,772  
 Special Education Teachers \$1,772  
*Designated Instructional Services (DIS), Special Day Class (SDC),  
 Resource Specialist (RSP) - (with certification)*  
 Special Education Teachers \$886  
*DIS (without certification)*

Hourly Rate for:  
 State-Supported Programs \$53/hr  
 Summer Inservice Training \$53/hr  
 Before & After School Activities/Prgms \$53/hr  
 Other Mandatory Programs/Training \$53/hr  
 Mileage: Current IRS Rate  
 Meal Reimbursement: \$60

Employee will receive one year experience credit for a single one-half year or more experience. All other experience granted on a regular work year basis. Substitute work does not count. Six (6) years of outside experience will be granted on the salary schedule to teachers new to the district. Experience consists of teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U. S. Government.

Effective: 12:00 A.M. 7/01/22  
 Board Approved 11/10/22

Certificated 22-23 as of November 30, 2022.xlsx  
 11/30/22-rb

APPENDIX 1-C

LA HABRA CITY SCHOOL DISTRICT  
 CERTIFICATED SPEECH & LANGUAGE SPECIALIST SALARY SCHEDULE 2022-2023  
 (Includes 4%)

EFFECTIVE JULY 1, 2022  
 2021-2022 SALARY SCHEDULE +6.0%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
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5	\$62,595	\$69,631	\$77,293	\$85,793
6	\$62,595	\$71,722	\$79,611	\$88,366
7	\$62,595	\$73,870	\$81,997	\$91,019
8	\$62,595	\$76,087	\$84,461	\$93,747
9	\$62,595	\$78,372	\$86,992	\$96,563
10	\$62,595	\$78,372	\$89,602	\$99,460
11	\$62,595	\$78,372	\$92,294	\$102,445
12	\$62,595	\$78,372	\$95,057	\$105,516
13	\$62,595	\$82,163	\$97,911	\$108,677
14	\$62,595	\$82,163	\$101,704	\$111,946
15	\$62,595	\$82,163	\$101,704	\$115,735
16	\$62,595	\$82,163	\$101,704	\$115,735
17	\$62,595	\$82,163	\$101,704	\$115,735
18	\$62,595	\$82,163	\$109,453	\$115,735
19	\$62,595	\$82,163	\$109,453	\$115,735
20	\$62,595	\$82,163	\$109,453	\$128,099
21	\$62,595	\$82,163	\$109,453	\$128,099
22	\$62,595	\$82,163	\$109,453	\$128,099
23	\$62,595	\$82,163	\$109,453	\$128,099
24	\$62,595	\$82,163	\$109,453	\$128,099
25	\$62,595	\$82,163	\$109,453	\$131,357

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)

All Columns: Units must show a grade of "C" or better, or "Satisfactory" in a pass/fail grading system

Employee Schedule Plus

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Dual Immersion with BCLAD \$1,772

World Language with BCLAD \$1,772

Combo Teachers \$1,772

Special Education Teachers \$1,772

*Designated Instructional Services (DIS), Special Day Class (SDC),*

*Resource Specialist (RSP) - (with certification)*

Special Education Teachers \$886

*DIS (without certification)*

Hourly Rate for:

State-Supported Programs \$53/hr

Summer Inservice Training \$53/hr

Before & After School Activities/Prgms \$53/hr

Other Mandatory Programs/Training \$53/hr

Mileage: Current IRS Rate

Meal Reimbursement: \$60

Employee will receive one year experience credit for a single one-half year or more experience. All other experience granted on a regular work year basis. Substitute work does not count. Six (6) years of outside experience will be granted on the salary schedule to teachers new to the district. Experience consists of teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U. S. Government.

Effective: 12:00 A.M. 7/01/22

Board Approved 11/10/22

Certificated 22-23 as of November 30, 2022.xlsx

11/30/22-rb

**APPENDIX 2**  
**LA HABRA CITY SCHOOL DISTRICT**  
**School Year 2022 - 2023**

Trimesters	
1st	8/15/2022 - 11/10/2022
2nd	11/14/2022 - 2/24/2023
3rd	2/27/2023 - 6/2/2023

**August 2022**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8/9 - 8/10 Professional Develop. Days  
 8/11 - Pre-Service Day  
 8/12 - TK/Kindergarten Orientation Day  
 8/15 - TK/K-6 gr. First Day of Instruction  
 8/15 - IMS 6-7 gr. and WWS 7 gr. only Min. Day  
 8/16 - IMS & WWS 6 gr. First Day of Instruction

TK,K-7th - 13 Days  
 8th - 12 Days

**February 2023**

S	M	T	W	T	F	S
			[1	2	3]	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	[24]	25
26	27	28				

2/1 - 2/3 - Min. Days Parent Conferences TK/K-8  
 2/13 - Lincoln's Birthday  
 2/20 - Presidents Day  
 2/24 - Min. Day Teacher Prep. for 2nd trimester Report Cards

18 Days

**September 2022**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9/5 - Labor Day

21 Days

**March 2023**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/20 - 3/24 - Spring Break

18 Days

**October 2022**

S	M	T	W	T	F	S
						1
2	3	4	5	6	[7]	8
9	[10	11	12	13	14]	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10/7 - Min. Day Teacher Prep. for TK/K-8 Parent Conferences  
 10/10 - 10/14 - Min. Days Parent Conferences TK/K-8

21 Days

**April 2023**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

20 Days

**November 2022**

S	M	T	W	T	F	S
		1	2	3	[4]	5
6	[7]	8	9	10	[11]	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11/4 - Min. Day Teacher Prep. for 1st trimester Report Cards  
 11/7 - No School Professional Development Day  
 11/11 - Veteran's Day  
 11/21 - 11/25 - Thanksgiving Recess

15 Days

**May 2023**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	[19]	20
21	22	23	24	25	26	27
28	29	30	31			

5/19 - Min. Day Teacher Prep. for 3rd trimester Report Cards  
 5/29 - Memorial Day

22 Days

**December 2022**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	[23]	24
25	26	27	28	29	30	31

12/23 - No School Professional Development Day  
 12/26 - 12/30 - Winter Recess

16 Days

**June 2023**

S	M	T	W	T	F	S
				①	②	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/1 - Last Day of Instruction for grades TK/K-6 (Min. Day)  
 6/1 - IMS 6 & 7 and WWS 7 (Full Day)  
 6/2 - Last Day of Instruction for 8 grade (Min. Day)  
 6/19 - Juneteenth Holiday

1 Day for TK/K-7  
 2 Days for 8

**January 2023**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	⑨	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	[27]	28
29	[30	31]				

1/2 - 1/6 - Winter Recess  
 1/9 - Students Return  
 1/16 - Martin Luther King Day  
 1/27 - Min. Day Teacher Prep. for TK/K-8 Parent Conferences  
 1/30 - 1/31 - Min. Days Parent Conferences TK/K-8

16 Days

**July 2023**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2022-2023

Board Approved 12/17/2020  
 Board Amended 4/14/2022

Trimesters	
1st	8/14/2023 - 11/9/2023
2nd	11/13/2023 - 2/23/2024
3rd	2/26/2024 - 5/31/2024

**APPENDIX 3**  
**LA HABRA CITY SCHOOL DISTRICT**  
**School Year 2023 - 2024**  
**Certificated Staff**

**ESY / Summer Bridge**

**August 2023**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	(11)	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8/8 - 8/9 - Professional Develop. Day  
8/10 - Pre-Service Day  
8/11 - Kdg. Orientation Day  
8/14 - First Day of Instruction for grades TK/K-6 gr.  
8/14 - First Day of Instruction for IMS gr. 6-7 and WMS gr. 7 (Min. Day)  
8/15 - First Day of Instruction for IMS and WMS gr. 8

17 Days

**February 2024**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	[23]	24
25	26	27	28	29		

2/12 - Lincoln's Birthday  
2/19 - Presidents Day  
2/23 - Min. Day Teacher Prep. for 2nd trimester Report Cards

19 Days

**September 2023**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	[29]	30

9/4 - Labor Day  
9/29 - Min. Day Teacher Prep. for K-8 Parent Conferences

20 Days

**March 2024**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3/18 ~ 3/22 - Spring Break

16 Days

**October 2023**

S	M	T	W	T	F	S
1	[2	3	4	5	6]	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

10/2 ~ 10/6 - Min. Days Parent Conferences K-8

22 Days

**April 2024**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22 Days

**November 2023**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	[9]	[10]	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

11/1 - Staff Development Day  
11/9 - Min. Day Teacher Prep. for 1st trimester Report Cards  
11/10 - Veterans Day  
11/20 ~ 11/24 - Thanksgiving Recess

16 Days

**May 2024**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	[10]	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	[27]	28	29	(30)	(31)	

5/10 - Min. Day Prep. for Report Cards  
5/27 - Memorial Day  
5/28 - Last Day of Instruction for gr. TK/K-6 (Min. Day)  
5/30 - Last Day of Instruction for IMS gr. 6-7 and WMS gr. 7 (Full Day)  
5/31 - Last Day of Instruction for IMS and WMS gr. 8 (Min. Day)

21 Days

**December 2023**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	[22]	23
24	[25	26	27	28	29	30
31						

12/22 - Staff Development Day  
12/25 ~ 12/29 - Winter Recess

16 Days

**June 2024**

S	M	T	W	T	F	S
						1
2	(3)	(4)	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	(28)	29
30						

6/3 - ESY First Day of Instruction  
6/4 - Summer Bridge First Day of Instruction

6/28 - ESY/Summer Bridge Last Day of Instruction

**January 2024**

S	M	T	W	T	F	S
		1	2	3	4	5
6	(8)	9	10	11	12	13
14	[15]	16	17	18	[19]	20
21	[22	23	24	25	26]	27
28	29	30	31			

1/1 ~ 1/5 - Winter Recess  
1/8 - Students Return  
1/15 - Martin Luther King Day  
1/19 - Min. Day K-8 Teach. Prep. for Parent Conferences  
1/22 ~ 1/26 - Min. Days Parent Conferences K-8

17 Days

**July 2024**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2/24/2023