

July 1, 2022- June 30, 2025  
Collective Bargaining Agreement  
(CBA)

Between the



Santa Ana Unified School District  
(SAUSD)  
and the



Santa Ana School Police Officers  
Association  
(SASPOA)

SASPOA/SAUSD AGREEMENT

**SASPOA/SAUSD AGREEMENT**

**JULY 1, 2022– JUNE 30, 2025**

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**SASPOA NEGOTIATING TEAM**

Michael Limon, Sr.  
Michael A. McGill, Legal Counsel with Adams, Ferrone & Ferrone, APLC  
Brian Singer  
Michael Limon, Jr.

AGREEMENT BETWEEN THE  
SANTA ANA UNIFIED SCHOOL  
DISTRICT AND THE  
SANTA ANA SCHOOL POLICE OFFICERS  
ASSOCIATION



SANTA ANA UNIFIED  
SCHOOL DISTRICT



SANTA ANA SCHOOL POLICE  
OFFICERS ASSOCIATION

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Jennifer Flores  
Associate Superintendent  
Human Resources

A handwritten signature in blue ink, appearing to read "Michael Limon, Sr.", is positioned above a horizontal line.

Michael Limon, Sr.  
President

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## **1.0 RECOGNITION**

- 1.1 The District recognizes the Santa Ana School Police Officers Association (SASPOA) as the exclusive representative for the following unit of employees:
  - 1.1.1 Classified employees on the salary schedule in the classification of School Police Officer.
- 1.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of Article 10.
  - 1.2.1 Disputes may be submitted to PERB for resolution.

## **2.0 DEFINITIONS**

- 2.1 **SCHOOL POLICE OFFICER** - The duties and responsibilities of a School Police Officer are similar in nature to any peace officer employed by any municipal law enforcement agency, but in addition possess the specialized training and experience in juvenile law and campus safety and security issues.
- 2.2 **DUTY DAY** - Any day on which a Bargaining Unit Member is regularly assigned to perform services to the District.
- 2.3 **WORK YEAR** - The twelve-month period which begins on the unit member's date of entry (first day of employment).
- 2.4 **PROBATIONARY PERIOD** - Bargaining Unit Members are subject to a 12- month probationary period. Bargaining Unit Members assigned to Basic Post Academy are subject to an 18-month probationary period.
- 2.5 **SCHOOL POLICE ADMINISTRATION** – Includes employees in the police department with the rank of Sergeant and above.

### **3.0 HOURS OF WORK**

#### **3.1 Work Day/Work Week – Alternative Work Schedule**

3.1.1 For bargaining unit members, the work week for the District's Police Department is:

- Patrol Division - 3/12
- School Resource Officer – 9/80 (5/9)
- Motors – 9/80 (5/9)
- Detective – (4/10)

If two (2) or more officers are assigned to Motors, the work week for Motors shall be 4/10.

3.1.1.1 Transition to a standard 5/8 may occur only when an emergency situation exists as determined by School Police Administration. Emergency situations could include staff shortages. Staff shortages shall be defined as the inability of School Police Administration to effectively staff all shifts of the Alternative Work Schedules for a period of 30 consecutive days or more. The affected unit members will be returned to their Alternate Work Schedule when the emergency situation has ended, or when staffing permits.

3.1.1.2 Should SASPOA produce an alternate work week schedule, i.e. a 4/10, 9/80, or 3/12 that will ensure the same level of patrol coverage currently enjoyed by the department with no increase in costs, and a majority of the patrol officers vote to adopt that schedule, that alternative work week schedule may be established.

3.1.1.3 The alternative schedule shall remain in place only if staffing levels provide for a consistent level of coverage as when adopted, and is cost-neutral to the District.

3.1.1.4 Should the alternative schedule no longer be feasible due to staffing levels, the bargaining unit members shall be given two weeks' notice to transition to a standard Education Code 5/8 shift schedule. Officers will be given the opportunity to select their next shift based upon seniority and the provisions established in the police officer shift rotation section of this article as previously negotiated.

3.1.2 The starting and ending time of a work day shall be determined by the immediate supervisor. Unit members shall have the right to make written requests regarding the starting/ending time of their work day.

3.1.2.1 If the bargaining unit members hours of work are changed, the unit member shall be given ten (10) calendar days' advance notice.



- 3.1.2.2 Article 3.1.2.1 may be waived with mutual consent of the District and the unit member.
- 3.1.2.3 Under unforeseen deployment circumstances, a bargaining unit member's starting and ending time may be changed without regard to Article Sections 3.1.2.1 and 3.1.2.2.
- 3.1.3 Upon initial employment each bargaining unit member shall be furnished two copies of his/her class specifications, salary data, assignment or work location, together with duty hours and the prescribed work week. One copy shall be retained by the employee, and the other shall be signed and dated by the employee and returned to his/her supervisor. (EC 45169)
  - 3.1.3.1 SASPOA shall be provided access to all job descriptions, and upon any job description revision.
- 3.1.4 School Police Services-Shift Schedule/Rotation
  - 3.1.4.1 School Police Services shall operate on a 24-hour a day work schedule, seven (7) days a week. Days off may vary for each shift.
    - 3.1.4.1.1 Shift is defined as day watch, PM (Cover), and AM (graveyard)
  - 3.1.4.2 Shift schedules and rotation periods shall be implemented on a rotation schedule twice a year. Rotations shall take place in July and January of each year. School Police Officers shall receive a shift preferential list at least 45 days prior to the shift change. For Patrol only, the choice of available days off for each shift as determined by School Police Administration shall be on a seniority basis.
  - 3.1.4.3 Officers may mutually agree to exchange shifts, at the bi-annual shift change rotation, in order to stay on the same shift more than once with approval from School Police Administration. No Patrol officer shall work more than one year on the same shift.
  - 3.1.4.4 Shifts and days off shall not change during the scheduled shift period unless agreed to by the bargaining unit member and School Police Administration or if there is an unforeseen emergency situation, staffing shortage or for work performance reasons.
  - 3.1.4.5 With the exception of summer, winter & spring school breaks, School Police Officers working special assignments such as Motor Cycle Officer, Detectives, School Resource Officer, may be assigned different work hours and schedules based on the needs of the department. School Resource Officers shall have schedules that meet the needs of the individual school site.

### 3.1.5 Detective Assignments and Rotation

- 3.1.5.1 Detectives shall work a 4/10 work week. Shift schedules shall be determined and may vary based on the needs of the Department.
- 3.1.5.2 Effective July 1, 2023, Officers shall be assigned as Detectives on a rotating basis. Rotations shall take place during the first week of July of each year thereafter, and shall remain in effect until the commencement of the next rotation period the following July.
- 3.1.5.3 Effective July 1, 2023, offers for assignment to Detective shall be made on a seniority basis, with the most senior Officer who has not previously been assigned as Detective being offered the first right of refusal, followed in sequence by the next most senior Officers who have not previously been assigned as Detective, until the available Detective assignments have been filled. An Officer shall not have a subsequent turn in the Detective assignment until all Officers with less seniority have had the opportunity to serve in the Detective assignment.
- 3.1.5.4 Officers serving in the Detective assignment shall be paid a stipend in accordance with Article 4.5.
- 3.1.5.5 Notwithstanding the aforementioned, assignments to Detective may be extended for one additional year with the recommendation of the Chief of Police or designee and the agreement of the assigned unit member.

### 3.2 Lunch/Rest Periods

3.2.1 School Police Officers are authorized a 30-minute meal period who work at least four (4) consecutive hours of service and are on-call during this time.

3.2.1.1 Meal Periods and Rest Periods shall not be taken within the first or last hour of the shift. Unless otherwise approved by School Police Administration.

3.2.2 A fifteen (15) minute compensated rest period shall be provided to bargaining unit members for each four (4) hour period of service. The rest period herein described shall be taken at the discretion of the immediate supervisor at or near the midpoint of each four (4) hour period, and shall be non-cumulative and not in conjunction with other paid or unpaid leaves and/or breaks or rest periods.

### 3.3 Overtime

3.3.1 Overtime is any time which is worked in excess of the bargaining unit member's assigned work hours. All overtime must be approved in advance by School Police Administration.

3.3.2 Unit members shall be compensated at a rate of pay equal to one and a half (1-1/2) times the regular rate of pay of the unit member.

3.3.3 All hours worked on holidays shall be compensated at the unit member's regular rate of pay plus two times the unit member's regular rate of pay. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1.

3.3.4 Overtime shall be offered to bargaining unit members on a voluntary basis in descending order of seniority. After overtime has been accepted, the unit member's name shall revert to the bottom of the seniority list for overtime assignments. Any bargaining unit member shall have the right to reject any offer or request for overtime.

If an overtime shift is offered (7 DAYS OR MORE) in advance, the shift will be awarded to the SASPOA member who requested the shift and is next on the rotation list, in accordance to the agreed upon "Overtime Rotation" list. The shift bidding period shall be open for 48 hours. After the bidding period has passed, the awarded officer shall be notified within 2 hours after closing. If an overtime shift is offered (LESS THAN 7 DAYS) in advance, the shift will be awarded to the SASPOA member who requested the shift and is next on the rotation list, in accordance to the agreed upon "Overtime Rotation" list. The shift bidding period shall be open for 2 hours. After the bidding period has passed, the awarded officer shall be notified within 2 hours after closing. Sergeants are eligible to work all overtime assignments after the assignments have been declined by all SASPOA members.

If everyone in the department refuses the offer of overtime, the overtime shall be

assigned by School Police Administration according to the following procedures:

- 1) School Police Administration shall maintain a list for mandatory, assigned overtime starting with the least senior unit member and ending with the most senior unit member.
- 2) Overtime shall first be assigned to the least senior unit member on the mandatory assigned overtime list.
- 3) After serving mandatory assigned overtime, the unit member will move to the bottom of the list for mandatory assigned overtime.
- 4) Mandatory overtime shall be assigned according to the above-referenced process [w]ith each successively assigned unit member being moved to the bottom of the mandatory assigned overtime list.

3.3.4.1 If a unit member(s) is assigned a work assignment and overtime is needed to complete the work, the unit member(s) assigned to the project will be given the opportunity to complete the task as approved by School Police Administration.

### 3.3.5 School Resource Officer – School Events – Assignment Rights

3.3.5.1 When a School Resource Officer (SRO) normally assigned to a specific school is offered an extra duty assignment by that same school that SRO shall be scheduled to work the event as the primary officer regardless of seniority. School activities include, but are not, limited to, Football Games, Proms, Dances, and/or any other related athletic or school events planned by the school administration. Should the assigned SRO voluntarily decide not to work the specific event, the Police Administration shall then offer the assignment to all police officers in order of seniority from the most senior to the least senior. In the event that a second officer is needed for the extra duty assignment, then that second officer shall be selected based upon department seniority. If there are no officers willing to work the assignment, the assignment shall be offered to Sergeants. If there are still no officers or Sergeants willing to work the assignment then the least senior officer(s) shall be assigned to work the event.

### 3.3.6 Holidays – Patrol Officer Assignment Rights

3.3.6.1 Officers assigned to work their patrol shift on a holiday shall have first right of refusal for the overtime. Unless otherwise approved by School Police Administration no more than two (2) patrol offers shall be assigned during holiday periods. Should the normally scheduled patrol officer(s) decline to work the holiday shift, then the Police Administration shall offer the holiday shift to all police officers in order of seniority from the most senior to the least senior. If there are no

police officers willing to accept the holiday shift, the holiday shift would then be offered to Sergeants. If there are no officers or Sergeants willing to accept to work the holiday, the least senior officer(s) shall be assigned to work the shift.

- 3.3.6.2 Police probationary unit members shall not ordinarily be assigned overtime.

#### 3.4 Sign-In Procedures

- 3.4.1 Bargaining unit members shall comply with the SAUSD School Police Department Policy Manual sign-in procedures that include the logging of times in and out through dispatch and the computer aided dispatch system (CAD).

## **4.0 WAGES AND WAGE PROVISIONS**

4.1 The wage provisions shall be as follows:

4.1.1 The unit member shall pay his/her contribution to the Public Employee's Retirement System (PERS).

4.1.2 Uniform / Equipment Allowance:

The District shall provide every newly hired officer the following uniforms and equipment which includes:

- One Class A shirt and trouser
- Two Class B shirts and trousers
- Jacket
- Duty belt (Sam Browne) with holster and weapon, two magazine ammunition pouch, handcuff / case, O.C. Spray / case, baton / baton holder, body armor, radio pac set holder and 4 keepers

Effective July 1, 2022 and thereafter, every officer shall receive a uniform / equipment allowance of \$1,500 per year effective July 1, 2022 for the purpose of replacement, cleaning and repair. The \$1,500 uniform allowance shall be paid during the month of December.

NOTE: The District will report, but makes no representation as to whether \*Classic (\*defined as a current CALPERS members who were active prior to 1/1/13 or individuals from reciprocal agencies who were active prior to 1/1/13) pension members Uniform Allowance payments by the District is considered by PERS to be compensation for retirement purposes. For \*Unit members hired on January 1, 2013 (new members as defined as new hires who are brought into CALPERS membership for the first time on or after 1/1/13, and who have no prior membership in any CA public retirement system) and thereafter the Uniform Allowance payments by the District shall not be considered as compensation for retirement purposes.

4.2 Bilingual Premium

4.2.1 Bargaining unit members who successfully complete the District's approved bilingual examination process shall receive a flat amount of \$125.00 per month, which shall not be subject to any adjustment except as otherwise negotiated between the District and SASPOA.

4.2.1.1 There shall be no cut-off date of employment for bargaining unit members to be eligible to receive the bilingual premium.

4.3 Field Training Officer (FTO) Premium

4.3.1 Bargaining unit members assigned as a Field Training Officer shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.

#### 4.4 Hazard Duty (Motors) Premium

4.4.1 Bargaining unit members assigned to motors shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.

#### 4.5 Investigator Premium

4.5.1 Bargaining unit members assigned as detective or investigator shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.

#### 4.6 Emergency Medical Technician (EMT) Premium

4.6.1 Bargaining unit members assigned as an Emergency Medical Technician (EMT) shall receive a flat amount of \$2,000 per year, which shall not be subject to any adjustment unless negotiated by the District and SASPOA.

#### 4.7 Timing of Payment of Premiums

4.7.1 The District shall pay bargaining unit members the Field Training Officer, Hazard Duty (Motors), and Investigator premium in accordance with the following:

The \$2000 premium shall be paid in two installments; 1<sup>st</sup> installment of \$1000 shall be paid the first pay period in December. The 2nd installment of \$1000 shall be paid the first pay period in June. Either of these payments may be prorated monthly based upon the amount of time served.

4.7.2 Bilingual Field Training Officer Hazardous Duty (Motors) Investigator, and EMT premiums shall be effective upon full ratification of the collective bargaining agreement.

4.7.3 The salary schedule for all unit members shall be in Appendix A.

#### 4.8 Date of Employment/Anniversary Date

4.8.1 The date of employment and anniversary date shall be considered the first day of paid status. This date shall be used to determine seniority status and shall also be used to determine applicable annual step increases.

#### 4.9 Longevity Pay

4.9.1 A one grade salary adjustment (approximately 2Y1%) will be given to unit members after completion of 10, 15, 20, 25 and 30 years of service.

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

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

#### 4.10 Shift Differential

4.10.1 Bargaining Unit Members assigned to the A.M./graveyard shift for a set deployment period shall receive \$165.00 per month which shall not be subject to any adjustments unless negotiated by the District and SASPOA.

4.10.2 Bargaining unit members regularly assigned to a deployment period to work weekends (day-watch) will receive \$65.00 per month differential which shall not be subject to any adjustments unless negotiated by the District and SASPOA. To be eligible for the shift differential the bargaining unit member must be assigned to a day shift where the bargaining unit member works both Saturday and Sunday.

4.10.3 Payment of shift differential shall be effective upon full ratification of this collective bargaining agreement.

#### 4.11 POST Incentive Pay

4.11.1 POST Incentive: Effective January 1, 2014, Bargaining Unit Members compensation shall be adjusted in the following manner:

4.11.1.1 Bargaining Unit Members POST Basic Certification: 4% increase to base pay

4.11.1.2 Bargaining Unit Members POST Intermediate Certification: 8% increase to base pay

4.11.1.3 Bargaining Unit Members POST Advanced Certification: 12% increase to base pay.

4.11.2 Base pay shall be calculated upon the SASPOA classified salary schedule (Exhibit A).

4.11.3 There shall be no stacking of POST certification compensation.

4.11.4 The effective date of advancement of one POST certification to the next higher level shall be the date the police department receives notice from POST of the attainment of the higher level POST certificate.



#### 4.12 Professional Growth Program

4.12.1 Eligibility for a Professional Growth increment is limited to:

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

#### 4.13 Retroactivity

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

- 4.13.1.1 The credits were earned within the last five (5) years while a regular employee of the Santa Ana Unified School District, not as a Reserve Police Officers.
- 4.13.1.2 If at initial employment a unit member is enrolled in course work, the credits will be accepted if no more than one-half (1/2) the duration of the course has passed.
- 4.13.1.3 The increment credits are verified through efforts of the unit member and are approved in accordance with requirements of the Professional Growth Program.

#### 4.13.2 Course Credit (Units) and Increment Provisions

- 4.13.2.1 Course credit for each completed class must be used in its entirety, and no excess credits may be applied toward the requirement of another increment.
  - 4.13.2.1.1 First Increment – 12 credits
  - 4.13.2.1.2 Second Increment – 12 credits beyond
  - 4.13.2.1.3 Third Increment – 12 credits beyond 4.10.2.1.2
  - 4.13.2.1.4 Fourth Increment – 12 credits beyond 4.10.2.1.3
  - 4.13.2.1.5 Fifth Increment – 12 credits beyond 4.10.2.1.4
- 4.13.2.2 A minimum of one (1) year shall be required between the approvals of increments.
- 4.13.2.3 Application, proof of work taken and verifying transcripts (original with college seal) must be received by the Personnel Services Office.
- 4.13.2.4 A maximum of six credits per semester may be credited toward an increment.
- 4.13.2.5 A maximum of five increments may be earned by any unit member.

#### 4.14 Criteria

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

#### 4.15 Procedure

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

#### 4.16 Compensation

- 4.16.1 At the completion of each approved twelve (12) credit increment, there shall be \$75.00 per work month added to the unit member's regular salary on the first of the month following the date all completed and approved official documents are received in the Human Resource Office.

#### 4.17 Field Training Officer (FTO) Assignment

##### 4.17.1 Eligibility

4.17.2 Non-probationary unit members may apply to the SAUSD Police Administration when openings are available as determined by SAUSD Police Administration.

4.17.2.1 Selected unit members shall attend and successfully complete a POST approved FTO course.

4.17.2.1.1 Unit members who possess a POST FTO certification shall not be required to attend the POST course a second time, unless otherwise determined SAUSD police administration.

4.17.2.2 Unit members are responsible for maintaining their POST FTO certification, or the unit member shall be removed from this assignment.

#### 4.18 Error In Salary

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

## **5.0 SAFETY CONDITIONS**

### **5.1 Safety Committees And Safe Practices**

#### **5.1.1 District Joint Safety Committee**

5.1.1.1 SASPOA shall appoint one (1) member to the District Joint Safety Committee.

5.1.2 It is the responsibility of all unit members to be alert in observing unsafe conditions, to make corrections within the scope of their authority and to report unremitted conditions in writing to their immediate supervisor.

5.1.3 Upon a request from the unit member, the school nurse or on-site administrator will Investigate reports of persons who suffer from contagious or infectious diseases. If, upon investigation, the persons are found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District will take such action as necessary to remedy the problem.

5.1.4 A unit member shall have the right to request, in writing, from his immediate supervisor that any unsafe working condition be corrected. The Supervisor shall take appropriate action and report such action in writing to the unit member within a reasonable time (not to exceed twenty (20) duty days).

5.1.5 The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permit.

5.1.6 All unit members will make a good faith effort to comply with safe working practices while in the performance of duties.

5.1.7 Unit members involved in accidents with District vehicles may be required to submit to testing regarding the possibility of being under the influence of alcohol or controlled substance.

### **5.2 Police Officer Manual**

5.2.1 Proposed changes in the Police Manual (Lexipol) manual shall be provided to SASPOA. Upon request, the District shall negotiate changes within the scope of negotiations.

### **5.3 Uniforms And Safety Equipment**

5.3.1 Uniforms shall be provided as follows:

5.3.2 Upon initial employment, each officer shall receive 3 pairs of pants and 3 shirts (2 short-sleeve and 1 long-sleeve).

5.3.3 Any uniform garment that is damaged or worn shall be replaced by the District.

5.3.4 Body armor shall be provided as follows:

5.3.4.1 Upon initial employment, each officer will be issued body armor.

5.3.4.2 Body armor shall be replaced prior to the expiration date of the body armor.

5.3.4.3 Body armor will be replaced if damaged, or if it no longer fits.

5.3.4.4 Upon separation from the District, the officer shall immediately return the body armor to the District.

5.3.4.5 Sidearm, Gun Belts and Gun Belt Equipment.

5.3.4.6 New Unit Members shall be issued a sidearm, gun belts, and gun belt equipment as authorized by the School Police Administration.

5.3.4.7 Sidearm, gun belt and gun belt equipment shall be replaced when worn or damaged.

#### 5.4 Minimum Staffing

5.4.1 The District shall assign two (2) sworn officers, that may include sergeants and/or police management personnel, to be on duty at all times including holidays.

#### 5.5 Effects Of The Implementation Of The Americans With Disabilities Act (ADA)

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

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

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

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

5.6 Alcohol and Drug Use Policy

5.6.1 Refer to Police Manual (Lexipol) Policy 1012. (Exhibit C.)

## **6.0 TRANSFER AND PROMOTIONAL PROCEDURES**

### **(Sergeant Position Only)**

Bargaining unit members desiring to make an application for a Sergeant position may apply in accordance with District protocol. Bargaining unit members who meet minimum qualifications for the Sergeant position shall be guaranteed an interview.

All promotional opportunities shall be posted at SAUSD Police Headquarters for a minimum of ten (10) days prior to the promotional process.

All unit members not selected for promotion after the final interview may request an interview through Human Resources or Police Administration to discuss improvements that will assist the unit member in future promotions.

The promoted unit member shall serve a full probationary period of 12 months in the Sergeant position and shall receive a new anniversary date which will become effective upon successful completion of the probationary period, the date to be determined in accordance with District protocol.

Should the promoted unit member not pass the probationary period due to performance reasons (not misconduct) for Sergeant, he/she shall then revert back to the prior classification in the position or similar sworn position from which he/she came.

## **7.0 ABSENCES/LEAVES**

### **7.1 Definition**

- 7.1.1 An “absence” is anytime a unit member is absent from duty for a period of time. An illness absence shall be an absence of the unit member due to illness, quarantine, or disabling condition which prevents the unit member from performing regular assigned duties.

### **7.2 General Provisions**

- 7.2.1 Any unit member who is absent from work without authorization or who fails to return to work as scheduled after the expiration of an authorized leave or absence, may be subject to disciplinary action.
- 7.2.2 All unpaid leaves of more than twenty (20) duty days shall be without fringe benefits except for Family Medical Leave Act (FMLA) leaves, California Family Rights Act (CFRA) leaves, and Pregnancy Disability Leave Act (PDLA) leaves (Government Code § 12945) which shall be provided with health insurance benefits only. If the unit member has accrued vacation time this leave shall be compensated utilizing the accrued vacation time. The individual unit member may make arrangements through Human Resources to pay the premium for fringe benefits for the time on leave (if permitted by the carrier).
- 7.2.3 Any authorized absence of twenty (20) duty days or less not covered by illness, personal necessity provisions or other articles of this agreement, shall be without compensation. Health and dental benefits shall be maintained.
- 7.1.1 No credit for leaves shall be given on the salary schedule if the length of paid service is less than 75% of the duty days for that assignment for that fiscal year.
- 7.2.4 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, at the expiration of any unpaid leave, the unit member will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the unit member's name shall be placed on a re-employment list for the classification for a period of 39 months. The unit member may return to a classification at the same for which status is held.
- 7.2.5 The unit member shall notify the Human Resources Office and School Police Administration at least fifteen (15) duty days prior to the end of the leave of any intention to return to the District at the expiration of the leave or resign from the District. Failure to notify the Human Resources Office and School Police Administration shall be considered a resignation from the District.
- 7.2.6 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, only permanent unit members who have completed two (2) years' service are eligible to apply for a leave.



- 7.2.7 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, after a leave has been approved, the District is under no obligation to return the unit member to service sooner than that approved, but will consider a written request by the unit member to return to work earlier.
- 7.2.8 When the District requires a physical examination for any absence or leave, the District pays the physician, except when the unit member is required to present verification of leave, request for a reasonable accommodation, or certification for FMLA leaves, CFRA leaves, and PDLA leaves.

### 7.3 Absences

#### 7.3.1 Pregnancy Disability Leave

- 7.3.1.1 Unit members who are disabled due to pregnancy, childbirth, or related medical conditions may use illness and other leaves under the same terms and conditions as other employees with temporary disabilities. Unit members are entitled to up to four work months of unpaid leaves for such disabilities, which leave will run concurrently with any paid leaves. During such leave, whether paid or unpaid, the unit member shall be entitled to continue health benefits under the same terms and conditions as if working. Unit members returning from pregnancy disability leave shall be entitled to reinstatement as provided by law.

### 7.4 Illness

- 7.4.1 A unit member shall be credited with 8 hours sick leave per month for each month of service.
- 7.4.2 Pay for any absence under this Article shall be the number of hours the bargaining unit member is assigned for the duty day.
- 7.4.3 At the beginning of each fiscal year, the full amount of sick leave entitled under this section shall be credited to each unit member. Credit for sick leave hours need not be earned prior to using such absences and such absences may be used at any time during the year. However, a new unit member of the District shall not be eligible to use more than 48 sick leave hours during the first six months employment with the District (Ed. Code § 45191). If a unit member separates employment from the District and has exhausted more than the earned sick leave hours, then the unit member shall reimburse the District for the difference.
- 7.4.4 If a unit member does not use the full amount of sick leave hours earned in any year under this section, the amount not used shall be accumulated from year to year.
- 7.4.5 All illness absence benefits must be claimed within each payroll reporting period by filing a signed Employee Absence Card.

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

7.4.6.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws and does not impose an undue hardship upon the District.

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

7.4.6.3 Extended Sick Leave Benefit. If, a unit member is absent because of an accident or illness not in the scope of employment, the unit member shall utilize all accrued sick leave hours and then receive 50% of his/her regular pay for a period of up to 100 days per year. Such paid leave shall be exclusive of all paid leaves, vacation, holiday, or the unit member may elect to utilize accrued vacation or time before the commencement of the extended illness leave at 50% pay.

7.4.6.4 The District will make available to each unit member an annual statement of sick leave status.

7.4.6.5 The unit member is required to notify the School Police Administration as soon as possible, and in no event, less than two (2) hours prior to the commencement of their shift of a pending absence from work.

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

## 7.5 Bereavement

7.5.1 Each unit member shall be granted three (3) duty days of paid absence or five (5) duty days if out-of-state or if travel of more than 250 miles one way is involved for each bereavement, due to the death of any member of the immediate family including: spouse, registered domestic partner, parents, stepparents, foster children,

foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren, sons and daughters-in-law, and brothers or sisters of the unit member or of the unit member's spouse. Verification of death of member of immediate family and travel distance shall be required by the District.

## 7.6 Jury Duty

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

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

## 7.7 Military

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

## 7.8 Occupational Accident & Illness

7.8.1 Labor Code Sections 4850-4856:

7.8.1.1 Whenever a sworn police officer of the bargaining unit, who is a member of the California Public Employees Retirement System, is disabled by an injury or illness arising out of an injury in the course of his or her duties, he or she shall be entitled to a leave of absence while disabled, without loss of salary, in lieu of temporary disability payments or vocational rehabilitation maintenance allowance payments which would be payable under the workers' compensation provisions of the Labor Code.

7.8.1.2 The leave of absence with full pay is limited to one (1) year or until any earlier date that the person is retired on permanent disability pension and is receiving disability payments. The full pay disability workers' compensation benefits cease when the bargaining unit member retires under the CalPERS provisions. Labor Code Section 4850 payments in lieu of other workers' compensation disability payments fall under the scope of Internal Revenue Code Section 104(a) and are excluded from income for federal tax purposes. In the event there is a California court decision or IRS decision concerning that the 4850 payments are taxable, the District and SASPOA shall immediately schedule dates to

meet and negotiate the changes to the taxability of the payments.

- 7.8.2 The unit member shall notify the immediate supervisor of the injury/illness without undue delay.
- 7.8.3 If the injury/illness results in lost time from work, the Human Resources Office may require the unit member to submit to a physical examination by a physician selected by the Human Resources Office at any time during the absence period. The cost of the examination will be borne by the District.
- 7.8.4 During any paid absence, the District shall issue the unit member appropriate salary warrants for payment of the unit member's appropriate salary and shall deduct other authorized contributions.
- 7.8.5 Any unit member receiving benefits as a result of this regulation shall, during periods of injury or illness, remain within the State of California unless, upon written request for such travel, the Human Resources Office authorizes travel outside the State.
- 7.8.6 A unit member who has been off work as the result of an occupational injury or illness shall have a signed release from the treating physician, duly licensed, prior to returning to work.
  - 7.8.6.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws and does not impose an undue hardship upon the District.

## 7.9 Personal Necessity Absence

- 7.9.1 Unit members shall be allowed no more than 56 hours of accumulated sick leave per work year for the purposes of personal necessity/compelling absence. Upon return from personal necessity/compelling absence, unit members shall submit a memorandum with the following statement: "I verify that my absence for the day(s) indicated was taken for the following reasons: (a) the need for absence is beyond the unit member's immediate control, (b) presents unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative; such as:
  - 7.9.1.1 The death of a member of the unit member's immediate family when additional absence is required beyond that provided in Section 7.3.3.1 of this Article.
- 7.9.1. As a result of an accident to the person or property or a unit member, immediate family member including: spouse, registered domestic partner, parents, stepparents, foster children, foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren,

sons and daughters-in-law, and brothers or sisters of the unit member or of the unit member's spouse.

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

7.9.1.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness. Proof of required attendance must be verified.

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

7.9.2 With advanced permission of School Police Administration, 16 hours of the 56 hours permitted under this Article may be used for:

7.9.2.1 Extended medical or dental appointments.

7.9.2.1.1 Religious observance.

7.9.2.1.2 Funeral of a close friend or relative not covered under Section 7.3.3.1 of this Article.

7.9.2.2 Such other reasons approved by the District, handled on an individual basis as long as the total does not exceed 56 hours in the work year.

7.9.3 Eligible unit members shall be entitled to leave for qualifying reasons under the terms of the federal Family Medical Leave Act of 1993 and the California Family Rights Act. Eligible unit members shall be entitled to up to twelve (12) workweeks of unpaid family care and medical leave in a twelve (12) month period, which shall commence on the first date that leave is taken for the qualifying reason.

## 7.10 Leaves

7.10.1 Leaves will be considered for the following reasons:

7.10.1.1 Family matters of an emergency nature.

7.10.1.2 Rest and recuperation if in the best interest of the District, to be accompanied by a recommendation from a licensed medical doctor or osteopathist.

7.10.1.3 Child care.

- 7.10.1.4 Academic preparation - when the unit member is entered on a planned District-approved program of study.
  - 7.10.1.5 Other reasons not covered above.
- 7.10.2 A leave request must be submitted on the proper form to the Human Resources Office at least four (4) weeks prior to the beginning of the leave.
- 7.10.3 School Police Administration may excuse an employee for personal business for up to 16 hours in any one (1) work year. The request shall be made prior to the absence. The absence shall be with loss of pay equal to 50% of the employee's pay if there is an available balance.
- 7.11 Catastrophic Leave
  - 7.11.1 Catastrophic leave shall be defined as a life-threatening serious illness or injury that incapacitates a unit member in excess of 120 consecutive working hours. A physician's verification that the illness or injury is life-threatening shall be provided.
  - 7.11.2 To be eligible for catastrophic leave, the unit member shall have exhausted all accrued plus advanced sick leave, accrued vacation time.
  - 7.11.3 A unit member shall not be eligible for catastrophic leave during the period of time the unit member is receiving full pay under Occupational Accident or Illness Leave or Labor Code 4850-Leave (§7.8.1)
  - 7.11.4 A unit member may be entitled to receive Catastrophic Leave concurrently with FMLA Leave, CFRA Leave, and PDLA Leave upon proper completion of these Catastrophic Leave requirements.
  - 7.11.5 Only unit members with 96 or more of accumulated sick leave hours shall be permitted to donate days toward catastrophic leave. Each eligible unit member may donate a maximum of 16 hours of accumulated sick leave for each request by a unit member approved for catastrophic leave.
  - 7.11.6 Requests for catastrophic leave shall be filed with the Human Resources Department.
  - 7.11.7 Within three (3) business days of receipt of the request for catastrophic sick leave, the Human Resources Department shall distribute a communication to requesting.
  - 7.11.8 Unit members seeking to donate sick leave hours shall advise Human Resources in writing within three (3) business days of the distribution of the catastrophic leave request.
  - 7.11.9 Human Resources shall confirm eligibility for all individuals who wish to

donate sick leave hours, and the sick leave hours transferred shall be effective within five (5) days of the deadline in §7.5.8.

- 7.11.10 Donated sick leave hours shall be pooled on a random selection basis. Unused days shall be returned to the unit member donating the hours.

## **8.0 VACATION AND HOLIDAYS**

### **8.1 Vacation**

- 8.1.1 All unit members who work at least 50% one-half (1/2) of the working days in a month shall earn eight (8) hours vacation allowance for each month worked. Additional vacation is earned according to the following conditions:
  - 8.1.1.1 After 5 years of service, vacation shall be earned at the rate of 10 hours per month worked.
  - 8.1.1.2 After 10 years' service, all unit members shall earn vacation at the rate of 12 hours per month worked.
  - 8.1.1.3 After 15 years' service all unit members shall earn vacation at the rate of 14 hours per month worked.
  - 8.1.1.4 Vacation allowance for unit members working less than full time shall be prorated equivalent to current assignment.
- 8.1.2 In the event of the unit member's separation from the District prior to six (6) months of employment, a unit member shall not be entitled to the use or payment for any earned vacation.
- 8.1.3 The supervisor shall schedule vacation times using the following procedures:
  - 8.1.3.1 The supervisor shall schedule vacation times at the unit member's request, based on seniority, if the request is made at least thirty (30) calendar days before commencing of vacation time and if the request does not significantly impede District operation.
  - 8.1.3.2 The supervisor shall provide a response back to the unit member within ten (10) calendar days. Should the supervisor be unable to provide a response within the timeframe required, the supervisor shall provide explanation to the employee in writing.
  - 8.1.3.3 All requests for vacation made less than thirty (30) duty days from the date of commencement of the vacation shall be scheduled at the supervisor's discretion. The supervisor's decision shall not be arbitrary or capricious.
  - 8.1.3.4 An approved vacation will not be rescinded unless an emergency exists or the unit member's presence is critical to the District operation.
  - 8.1.3.5 The unit member may appeal the decision to rescind a vacation, a vacation denial, or a refusal to provide a response to a vacation request



to the School Police Chief or designee, and if the denial for vacation is upheld by the Chief of Police or his or her designee, ~~or~~ the unit member may file a grievance with Human Resources.

- 8.1.3.6 Unit members shall use all earned vacation not later than the end of the fiscal year following the year in which it was earned. When circumstances preclude the taking of earned vacation within the time allowed, a maximum of one-half of the annual vacation allowance may be carried over subject to the approval of the Associate Superintendent, Human Resources or his/her designated representative. Exceptions up to one year of annual vacation allowance carry over may be approved by the Superintendent or his/her designee. In the event a unit member's vacation balance exceeds the maximum amount permitted under this section, the unit member shall not accrue any further vacation until such time as the unit member's vacation balance is less than the maximum amount permitted under this section
- 8.1.3.7 A permanent unit member terminating for any reason shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the unit member's last working day before termination.
- 8.1.3.8 Unit members who are unable to take all earned vacation shall be allowed to be paid off for up to 40 hours of earned vacation subject to the approval of the Associate Superintendent, Human Resources.
- 8.1.3.9 If a unit member is terminated and granted vacation which was not yet earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation time.
- 8.1.4 A permanent unit member may interrupt or terminate vacation in order to begin another type of paid absence without a return to active service, provided the unit member notifies School Police Administration prior to or on the day of change of the basis for such interruption or termination of vacation time off.
- 8.1.5 Each unit member will receive written notification whenever there is a change in the number of vacation days earned per month.

## 8.2 Holidays

- 8.2.1 The District shall observe the following (15) holidays according to the District calendar, Independence Day; Labor Day; Veteran's Holiday; Thanksgiving Holiday (2 days) Christmas Eve, Christmas Day, and the day after Christmas; New Year's Eve, New Year's Day Martin Luther King, Jr. Holiday; Lincoln's Holiday; Washington's Holiday; Memorial Day; and Juneteenth.
  - 8.2.1.1 All hours worked on holidays shall be compensated at the unit

member's regular rate of pay plus two times the unit member's regular rate of pay.

- a. If work is performed on a Saturday or Sunday that is preceded by a Friday holiday or immediately followed by a Monday holiday, the unit member shall receive double the unit member's regular rate of pay. The holidays considered in the section are those stipulated in Article 8, Section 8.2.1.

8.2.2 Bargaining Unit Members shall receive 120 hours of holiday time July 1<sup>st</sup> of each year. Bargaining Unit Members may utilize time off with proper notice and prior approval of School Police Administration. The District shall cash out any unused holiday time remaining as of June 30<sup>th</sup> of each year. There shall be no carry-over of holiday hours from year to year.

8.2.3 A holiday falling within an approved vacation period shall be deemed a holiday and not chargeable as vacation.

8.2.4 Time during which a unit member is excused from work because of holidays, sick days, vacation, or other paid leave of absence shall be considered as time worked by the unit member for the purpose of determining paid status.

8.2.5 One (1) unit member shall be appointed to serve on the District calendar development committee.

## **9.0 EVALUATION PROCEDURES**

### **9.1 Probationary Unit Members**

9.1.1 Probationary unit members may receive a formal written appraisal of their performance after the unit member has worked 40 days, and shall receive a formal written appraisal for their performance after the unit member has worked 80 days and after the unit member has worked 120 days provided the unit member is employed at these times.

9.1.1.1 Evaluation dates may be extended an amount equal to absence days incurred during that period with the approval of the Human Resources Department Administration.

9.1.1.2 In accordance with Education Code 45113, the probationary period for unit members shall be six (6) months (calendar days) or 130 work days, whichever is longer. Prior to the end of the six (6) month or 130 work day probationary period, the School Police Administration shall evaluate and recommend “permanent” status or “termination.”

9.1.1.3 Should actions by the legislative or judicial branches of California make changes that have the effect of lengthening the probationary period for classified employees, the parties agree to reopen for the sole purpose of negotiating regarding the legislative changes (no economic purposes).

9.1.2 If permanent status is recommended, permanency will occur at the completion of the sixth (6<sup>th</sup>) month (calendar days) or 130<sup>th</sup> work day of the probationary period, whichever is later.

9.2 The District may sponsor any bargaining unit member sent to a POST approved academy, and if sponsored, shall cover the cost of tuition, books, and other expenses associated with the District approved POST academy. The District maintains full discretion of the coverage of the cost of the Academy program and such decisions shall not be grievable. The Academy Trainee shall be compensated at step 1 (Base) of the SASPOA salary schedule.

### **9.3 Permanent Unit Members**

9.3.1 Permanent unit members are to receive an appraisal of their performance annually. The annual appraisal will be completed no later than forty (40) duty days after the anniversary date of the unit member.

9.3.2 Whenever possible, the unit member's Sergeant shall complete the appraisal form.

9.3.3 A copy of all appraisals shall be provided at the unit member's request. He /she shall be afforded an opportunity to review and comment and signed by the unit member, and placed into the unit member's personnel file in accordance with the Public Safety Officers Procedural Bill of Rights Act. A signature by the Unit Member does not indicate an agreement or disagreement of the Unit Member's

appraisal.

- 9.3.3.1 If the unit member does not agree with the evaluation, this disagreement shall be submitted by the unit member in an attachment. The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.
- 9.3.4 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.
- 9.3.5 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 9.3.6 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 9.3.7 The unit member may be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. The requirements of the Public Safety Officers' Procedural Bill of Rights Act Sections 3305 and 3306 shall be complied with before an adverse comment is placed in the unit member's personnel file.
- 9.3.8 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response.
- 9.3.9 An appraisal form may be completed at any time the Police Administration believes the employee or the District will benefit from performance appraisal.
- 9.3.10 The contents of an evaluation shall not be grievable.
- 9.3.11 Performance Evaluation Document is Exhibit B.

## **10.0 GRIEVANCE PROCEDURES**

- 10.1 A grievance is defined as a statement by a unit member that the District has violated an express term of this agreement and that by reason of such violation, the unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Contents of an evaluation, discipline and discharge of probationary and permanent employees is specifically excluded from the operation of this grievance/arbitration procedure.

10.1.1 If rights guaranteed to SASPOA are violated, the SASPOA President may file a grievance without the signature of another individual unit member.

- 10.2 If a grievance involves more than one unit member, then all must sign and SASPOA may pursue the grievance. At least one of the grievants involved shall be present at all conferences held.

10.2.1 At any level of the grievance procedure, the grievant may request SASPOA representation, but the unit member must be present. If the unit member is represented, the representatives must be identified prior to the conference. Likewise, the supervisor may request others to be in attendance. These individuals must also be identified prior to the conference.

- 10.3 The term "days" when used in this Article shall, except where otherwise indicated, mean duty days of the unit member. The day of receipt is not considered one of the days when "days" is used.

- 10.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.

10.4.1 The School Police Administration or a unit member may, for good cause, request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Human Resources Division Administration, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.

### **10.5 Level One**

10.5.1 The unit member with a grievance shall first present the matter orally to the School Police Sergeant not later than ten (10) duty days following the occurrence which prompted the grievance, or, within ten (10) duty days of the time when a unit member would reasonably be expected to be knowledgeable of being adversely affected.

10.5.1.1 The unit member shall state that this is an "oral grievance," citing the Article and Section number of the Agreement that allegedly has been violated.

- 10.5.1.2 The Sergeant shall have three (3) duty days to consider the grievance presented at the oral level before a decision is presented to the grievant in writing by memorandum.
- 10.5.2 If the grievance is unable to be resolved orally, the unit member may reduce the grievance to writing on the grievance form and present the matter to the School Police Sergeant within ten (10) duty days following the Sergeant's written response. The grievance shall set forth specifically the item contained within this Agreement upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s).
- 10.5.2.1 If the Unit Member's immediate School Police Sergeant believes the grievance is not within the authority of Level 1, he/she should so indicate on the response form and return it to the grievant along with the original grievance form, and any accompanying documents.
- 10.5.3 The unit member and the School Police Sergeant may confer in a meeting called by the School Police Sergeant, with the intent of a mutually satisfactory solution to the problem.
- 10.5.4 At the conference, the grievant may appear alone, or he/she may be represented, the representative must be identified on the grievance form and the unit member must be present. The School Police Sergeant must be present and may request others to be in attendance.
- 10.5.5 Following the conference, the School Police Sergeant shall communicate, in writing, his/her decision to the aggrieved unit member, SASPOA by email, and the Human Resources Division Administration.
- 10.5.5.1 The School Police Sergeant has ten (10) duty days from receipt of the written grievance to hold the conference and render a written decision

## 10.6 Level Two

- 10.6.1 In the event the grievance is not resolved at Level 1, the unit member may appeal to the School Police Lieutenant with a copy provided to Human Resources Division Administration. Such an appeal shall be made within ten (10) duty days after the unit member has received the decision from Level 1. The appeal shall contain the original grievance and Level 1 response with any documents provided at Level 1. Copies of the appeal are to be directed to the School Police Lieutenant with a copy provided to the Human Resources Division Administration.
- 10.6.2 The Police Lieutenant shall meet and confer with the unit member on the grievance with the intent of arriving at a mutually satisfactory resolution to the grievance. The unit member must be present for all grievances.
- 10.6.3 The School Police Sergeant shall be present at the request of either party.

10.6.4 Following the meet and confer meeting, the Police Lieutenant shall communicate the decision, in writing, to the aggrieved unit member, by email to the President of SASPOA, the School Police Sergeant, and the Human Resources Division Administration.

10.6.4.1 The Police Lieutenant has ten (10) duty days from receipt of the grievance to hold the meet and confer meeting and render a written decision.

#### 10.7 Level Three

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

10.7.2 Within ten (10) duty days of the receipt of the appeal, the Chief of Police or his or her designee, (who is not involved previously in that grievance) shall hold a conference with the grievant and communicate his or her decision, in writing, to the grievant, SASPOA President and Human Resources Division. When the unit member is represented, that unit member must be present.

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

#### 10.8 Level Four

10.8.1 Within ten (10) duty days after receipt of the Level Three decision, SASPOA, by written notice to the Superintendent, and Human Resources Division Administration may elect to submit the grievance to binding arbitration.

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

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

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

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

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

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

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

10.8.9 The District shall take reasonable efforts to place the binding arbitration decision on the next Board agenda for Board consideration that satisfies the Board's notice requirements.

## 10.9 Grievance Processing

### 10.9.1 Grievance Witnesses

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

### 10.9.2 During Regular Working Hours.

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

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

10.9.2.3 By appointment, SASPOA grievance chairperson or designee may have release time to meet and confer with the Human Resources Division designee to discuss grievances.

### 10.9.3 Separate Grievance File

10.9.3.1 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file. The grievance file shall be available for inspection only by the unit member, the unit those management and confidential employees directly involved in member's



representative with written approval of the unit member and each specific grievance.

#### 10.9.4 Grievance Forms

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

#### 10.10 Time Limits

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

- 10.10.1.1 Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered and the grievance shall be considered withdrawn with prejudice.

#### 10.11 Communication

- 10.11.1 All communications, notices and papers required to be in writing shall be served personally, or through District mail, or through District email.

#### 10.12 Forfeiture

- 10.12.1 If the alleged grievance is not signed or if the unit member fails to appear for a scheduled conference without good cause, the grievance shall be deemed withdrawn with prejudice.
- 10.12.2 Failure of the District representative to appear for a scheduled conference without good cause shall decide the grievance in the unit member's favor.

#### 10.13 General Provisions

- 10.13.1 No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, any representative, or any other participant in the procedure by reason of such participation.
- 10.13.2 All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Personnel Services separately from the personnel file of the participants.

## **11.0 EMPLOYEE BENEFITS**

### **11.1 General Provisions**

- 11.1.1 The District shall provide all eligible unit members with medical, dental, vision, and life insurance coverage and a Flexible Spending Account, as provided for in this Article.
  - A. The District shall provide each individual fulltime officer a District paid Life Insurance Policy of \$100,000.
- 11.1.2 Insurance coverage is extended and as extended through the third party plans enumerated, or their subsequent versions.
- 11.1.3 The District will provide six (6) months of continued health benefits to survivors of deceased unit members/retirees. For Unit Members disabled in the line of duty, the provisions of Labor Code 4850 et seq. shall apply.
- 11.1.4 A unit member on any leave that is not Family Medical Leave Act (FMLA) leave, California Family Rights Act (CFRA) leave, and/or Pregnancy Disability Leave Act (PDLA) leave shall have the option to continue any health and life insurance benefits negotiated in this Agreement at the unit member's expense. Payments for these benefits shall be made in advance to cover a three- (3) month span of time at actual premium cost.
- 11.1.5 Benefitted unit members who voluntarily reduce their assignments in lieu of layoff below four (4) hours shall receive full benefits if they reimburse the District for a share of the cost equal to the proportion of the reduction.
- 11.1.6 All costs for medical examination and tests required by the District shall be paid by the District.

### **11.2 Benefit Programs**

- 11.2.1 When two unit members are legally married and/or domestic partners and both are employees of the District and both are eligible for health/dental benefits; one unit member will pay the appropriate rate (two-party, or family). The other unit member shall be covered on the spouse's health/dental benefits plan and shall receive an Employer Funded Flex Account of \$500 per year to be utilized to cover out of pocket medical/dental expenses.
- 11.2.2 A Health Benefit Authority (HBA) shall be established to make decisions regarding:
  - A. medical insurance
  - B. dental insurance
  - C. vision insurance
  - D. mental health insurance

- E. life insurance
- F. retiree insurance
- G. carriers/providers
- H. consultants

11.2.3 The District shall designate a separate health benefits sub-fund(s)/reserve fund(s) (67-69 and 71-71) for the purpose of all revenues, expenses, and reserves related to the health benefits programs listed in 11.5.1.

11.2.4 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates/expected costs/savings based on a composite percentage increase/decrease per enrollee multiplied by the number of enrollees in the plan at the time of the actuarial analysis using current plan designs. Proposed provider increases/decreases shall be presented to the Health Benefits Authority on or before seventy-five (75) calendar days prior to the end of the health benefits plan year (i.e. April 15th of a fiscal health benefits plan year).

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

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

B. If the District's existing health benefits plan year's per enrollee premium/costs is greater than the proposed premium/cost, the Health Benefits Authority shall address any excess health benefits funds (i.e. through plan modifications, etc.) prior to open enrollment. If those excess funds exceed the value of two (2) months of health benefits costs, then those excess funds over the value of the two (2) months shall be made available for health benefits related negotiations.

C. If the District's existing health benefits plan year's per enrollee premium/costs level does not cover the proposed increase in premium/costs, the Health Benefits Authority shall, prior to open enrollment, take action to implement or change one or more of the following:

- 1. Plan modifications
- 2. Allocate excess funds from the health benefits sub-fund reserves to offset increased costs; the allocation shall not exceed 75% of the increased cost.

D. In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining

increases/costs shall be allocated.

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

11.2.5 The Health Benefits Authority shall provide:

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

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

The Health Benefits Authority Decision Making/Voting Process

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

District to one (1) SASPOA vote.

3. If the vote (11.5.5.A2) is 2 - 0, the recommended changes shall be implemented.
4. If the vote (11.5.5.A2) is a 1 -1 tie:
  - a. Either side may request mediation.
  - b. If an agreement cannot be reached within one hundred-twenty (120) calendar days after the beginning of the new health benefits plan year (i.e. November 1st of the fiscal health benefits plan year), District and SASPOA unit members/enrollees shall equally split SASPOA 's proportion of the shortfall in health benefits funding retroactive to the first day of the new health benefits plan year District paying 50% of the shortfall; SASPOA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level. Rate increases that stay in effect shall be referred to the Collective Bargaining process to determine how the increases shall be allocated.
5. Meetings of the Health Benefits Authority shall be open and public, with agendas and minutes made available.
6. Meetings shall be chaired by a voting member of the HBA. The chair shall be appointed and rotate annually between the District and each participating labor group. The District and each participating labor group shall appoint an Assistant Chair annually. SASPOA shall appoint the chair for the 2013-2014 school year.
7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.
8. To ensure order and efficiency, bylaws and/or stranding rules shall be developed, adhered to, reviewed, and modified as needed by the HBA.
9. The Health Benefits Authority shall review and study health benefits.
10. The Health Benefits Authority shall make available health benefits contracts with insurance carriers.
11. The Health Benefits Authority shall review benefits documents.
12. Daily administration of the health benefits program, and responsibility for

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

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

11.2.7 The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) (i.e., benefits provided retirees on May 3, 2002, shall be the same or comparable to those benefits provided active employees on May 3, 2002). The Health Benefits Authority (HBA) shall determine comparability.

11.3 The benefit plans provided during retirement will be the same as provided to active employees at the same time excluding life insurance eligible for benefits shall sign the retiree benefit agreement with the District.

#### 11.4 Retirement Health and Dental Benefits

11.4.1 An eligible unit member shall benefit as follows:

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

11.4.1.2 The health and dental benefits provided during retirement will be the same, or similar as provided to active employees at that same time as determined by the Health Benefits Authority (excluding life insurance).

11.4.1.3 Medical and dental benefits shall be provided as follows:

##### A. BARGAINING UNIT MEMBERS HIRED PRIOR TO 1/1/2013:

- 1) Bargaining unit members must possess ten (10) years of sworn law enforcement experience at SAUSD.
- 2) Medical and dental insurance pick up until age 65.
- 3) Must retire from Santa Ana Unified School District at a minimum age of fifty (50) years old in a CalPERS Safety

Retirement Plan to be eligible.

- 4) If a unit member hired prior to 1/1/2013 qualifies for and receives a CalPERS Disability or Industrial Disability Retirement, the unit member shall not be required to meet the minimum age requirement stated herein in order to be eligible for medical and dental insurance pick up until age 65, as long as the unit member otherwise meets all the remaining applicable eligibility requirements stated herein.
- 5) Termination of retirement to return to work under CalPERS shall terminate this benefit.

**B. BARGAINING UNIT MEMBERS HIRED 1/1/2013 AND THEREAFTER:**

Total Years of Sworn Law Enforcement in California	Total Years of Sworn Law Enforcement at Santa Ana USD	Total Years Medical/Dental Insurance Coverage
10% Service Credit	15 Years	Until Medicare Eligible
10% Service Credit	12 Years	9 Years or Medicare Eligible (whichever comes first)
10% Service Credit	10 Years	8 Years or Medicare Eligible (whichever comes first)
This section does not apply to salary schedule placement.		
Must retire from Santa Ana Unified School District in a CalPERS Safety Retirement Plan at a minimum age of fifty-seven (57) years old to be eligible. If a unit member hired on or after 1/1/2013 qualifies for and receives a CalPERS disability or Industrial Disability Retirement, the unit member shall not be required to meet the minimum age requirement stated herein in order to be eligible for the medical and dental insurance provide in this section, as long as the unit member otherwise meets all the remaining applicable eligibility requirements stated herein.		
Termination of retirement to return to work under CalPERS shall terminate this benefit.		
Bargaining unit members who are lateral hires are subject to the provisions of the Government Code 7522.02		

- 11.4.1.4 Any changes made to active employees health and dental benefits shall be the same or similar, as determined by the Health Benefits Authority for retirees.
- 11.4.1.5 The health and dental benefits provided by the District shall be supplemental to any other health and dental benefits received.
- 11.4.1.6 Retirees and spouses eligible for Medicare benefits from

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

- 11.4.1.7 After the retiree coverage in this section is completed, the retiree may continue the benefits by paying the District the current premium costs in two (2) equal payments each year.

## 11.5 Peace Officer Retirement

This section is a restatement of the SAUSD/PERS safety officer retirement plan. It is subject to PERS retirement laws and is not grievable.

### 11.5.1 Service Retirement (pre-January 1, 2013)

- 11.5.1.1 To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service.

- 11.5.1.2 The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 3% of final compensation for each year of credited service upon retirement at age 50. The allowance is limited to 90% of final compensation.

- 11.5.1.3 Final compensation is calculated by PERS and will be the highest compensation over a 12 month period (single highest year).

- 11.5.2 Unit members hired January 1, 2013 or thereafter shall be subject to the provisions of the California Public Employee's Pension Reform Act of 2013 (Government Code Sections 7522-7522.74).

- 11.5.3 Disability Retirement/Industrial Disability Retirement eligibility and benefits will normally be determined by PERS.

## 11.6 Health Club Membership

The District shall pay the full cost of a year of health club membership of the District's choosing for each unit member.

The unit member shall be required to complete the California POST fitness examination each year during the month of January in order for the District to pay the unit member's fees for the following year.

Failure of the unit member to complete the fitness examination shall not be grounds for any adverse action in itself, but shall be grounds for the district to not pay for the health



club membership for the following year.

District decisions regarding the section of the collective bargaining agreement shall not be grievable.

## **12.0 MISCELLANEOUS PROVISIONS**

### **12.1 Savings**

- 12.1.1 If during the life of this Agreement any of its provisions should be rendered invalid or its compliance therewith restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate any remaining portions which shall continue in full force and effect.
- 12.1.2 In the event of invalidation of any Article or Section of this Agreement, the parties shall, upon request of one party, meet within thirty (30) days to negotiate with respect to the means of compliance therewith.

### **12.2 Conflict**

- 12.2.1 In the event of a conflict between the terms of this Agreement and any Board Policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.
- 12.2.2 In the event of a conflict between the terms of this Agreement and any provisions of the Education Code or Title V of the Administrative Code, the law shall prevail.

### **12.3 Agreement Distribution**

- 12.3.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall post the agreement on the District's website. The cost of printing and distribution shall be borne by the party requesting the printed version.

### **12.4 Complete Understanding**

- 12.4.1 The above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with terms and conditions of employment heretofore enjoyed unless expressly stated herein.
- 12.4.2 The parties agree that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law or policy from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth fully and completely herein.

- 12.4.3 Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 12.4.4 All subsequent agreements will be in writing, signed by both parties and, at the request of either party, distributed to all unit members.

### **13.0 NO CONCERTED ACTIVITIES**

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

#### **14.0 TERMS OF THE AGREEMENT AND REOPENER**

- 14.1 This Agreement, made and entered into by and between the Santa Ana Unified School District, herein referred to as the "District," and the Santa Ana School Police Officers' Association, herein referred to as the "SASPOA" is made and entered into on the date both ratified by SASPOA and approved by the District, and shall expire on June 30, 2025.
- 14.2 The District or SASPOA may reopen during the second and/or third year of this Agreement for the purposes of negotiating changes to Employee Health & Welfare Benefits and Compensation. Notice of the intent to reopen shall be received no later than June 15, 2023 and June 15, 2024 respectively.

## **15.0 DISCIPLINARY PROCEDURES/PERMANENT MEMBERS**

- 15.1 The continued employment of any unit member is contingent upon meeting standards proper performance of assigned duties, and fitness-for-duty.
  - 15.1.1 Disciplinary action includes any action whereby a permanent employee who has completed the required probationary period is issued a written reprimand and/or loss of assignment differential pay shall be entitled to the disciplinary appeal process contained in the department's Police Manual (Lexipol). Disciplinary actions leading to dismissal, suspension, demotion, except a layoff for lack of work or lack of funds are contained in this Article 15.0.
  - 15.1.2 Discipline shall be imposed on unit members only for just cause as specified in the Education Code, Board Policies, Police Manual, or Administrative Regulations.
- 15.2 "Emergency Suspension Without Pay" means that suspension which is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health and/or safety of the unit member or others or because of action of such a serious nature as to require immediate removal of the unit member from work.
  - 15.2.1 An "emergency suspension" without pay shall not be imposed for arbitrary, discriminatory or capricious reasons.
  - 15.2.2 A hearing officer's decision as to whether an emergency suspension was warranted shall be binding on both parties. If the decision is that the emergency suspension was not warranted, the employee shall be made whole for lost District provided wages and benefits but shall not affect the ultimate disposition of the case.
  - 15.2.3 The following procedures shall be followed:
    - 15.2.3.1 When a situation, conduct, or a pattern of unsatisfactory performance or behavior becomes evident, the supervisor shall orally counsel the unit member and warn the unit member that improvement is necessary and/or the situation must be remedied. This meeting may be documented through a Conference Summary memo.
    - 15.2.3.2 A letter of reprimand may be given to a unit member for specific action or inaction that is detrimental to efficient department service.
    - 15.2.3.3 The letter shall specify the cause, the time limit for improvement and possible future disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.

- 15.2.3.4 If unacceptable conduct and/or performance continues, additional letters(s) of reprimand and/or suspension or termination may be imposed
- 15.2.3.5 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature.
- 15.2.3.6 Written Reprimand and Non-disciplinary Transfers Involving a Loss of Compensation Appeal Rights Process – Refer to the Police Manual (Lexipol) Section 340.4.1
- 15.2.4 For disciplinary actions involving suspension, demotion, or termination the District shall issue, by way of personal service, a Notice of Intent document (*Skelly*) providing a Statement of Charges, including the specific acts or omissions upon which the proposed action is based, and copies of all documents upon which the decision is based, as well as a notice to the bargaining unit member of his/her right to respond orally or in writing prior to the effective date of the proposed action. The Notice of Intent document shall provide a date when this *Skelly* meeting is scheduled. The bargaining unit member shall be entitled to a representative of his/her choice at the *Skelly* meeting. The purpose of this *Skelly* meeting is to provide the bargaining unit member an opportunity to convince the District that it should not proceed with its intended action. Witness testimony, other than the bargaining unit member's testimony, and cross examination of the District's officers shall not be permitted. Upon the bargaining unit members receipt of the District's approval of the *Skelly* officer's decision, the Notice of Intent and Statement of Charges and exhibits shall be forwarded to the Board of Education for their consideration.
- 15.2.5 Any unit member has the right upon request to be represented at any disciplinary conference.
- 15.2.6 Should the *Skelly* meeting result in the Board of Education's determination that suspension, demotion, termination will be sought, then the following procedure shall be followed:
- 15.2.7 Either the District or SASPOA shall then request a list of five (5) arbitrators from the California State Mediation and Conciliation Service.
- 15.2.8 Upon both parties receipt of the panel of arbitrators, an alternate striking process shall commence resulting in one (1) name being selected. The party which shall strike first shall alternate on subsequent cases to strike second.
- 15.2.9 The cost of the arbitrator, and any associated costs for the hearing process, e.g., facilities, etc., shall be equally divided between the District and SASPOA.

- 15.2.10 The arbitrator shall hear the case and give his/her best efforts to render a decision within thirty (30) days of the completion of the hearing process.
- 15.2.11 The arbitrator's decision shall be advisory on the Board of Education
- 15.2.12 The District and SASPOA (if SASPOA is the representative) shall each bear its own costs associated with representation in the hearing.
- 15.2.13 An employee may elect to be represented by SASPOA, or represented by their own attorney or representative at their own cost, in the proceeding.

### 15.3 Pre-Disposition Settlement Agreement

- 15.3.1 In certain limited circumstances, a Predisposition Settlement Agreement (“PDSA”) may be offered to a unit member as an alternative to a full investigation of allegation(s) against the unit member.
- 15.3.2 Approval of the PDSA: The PDSA must be approved by (1) the Administrative Lieutenant, (2) the Chief of Police, and (3) subject unit members. The Police Chief shall have sole discretion to determine whether a full investigation of allegations against a unit member is required.
- 15.3.3 Availability of PDSA

15.3.3.1 A PDSA may be offered to the unit member in circumstances where:

- 1) the allegations against the unit member do not, in the determination of the Chief of Police, rise to the level of serious Department policy violation; and
- 2) the unit member ready acknowledges his/her error or misconduct; and
- 3) the key facts are essentially known and do not require full investigation; and
- 4) both the Department and the unit member desire prompt resolution of the matter.

15.3.3.2 A PDSA is not authorized to be offered to a unit member:

- 1) where there are allegations of unreasonable force
- 2) where there are allegations of dishonesty
- 3) where the facts surrounding the alleged misconduct are uncertain and/or require further investigation
- 4) where the allegations are serious enough to warrant termination from the District
- 5) the allegations against the unit member do not, in the determination of



the Chief of Police, rise to the level of serious Department policy violation; and

15.3.4 Rights of Unit Member

15.3.4.1 Where a PDSA is offered to a unit member, the Chief of Police (or his/her designee) shall advise the unit member of his/her right to consult with his/her representative before deciding to accept the PDSA, and before being required to write a responsibility memorandum to be included with the PDSA or being interviewed on tape acknowledging the conduct that is the subject of the proposed PDSA.

15.3.5 Requirements for the PDSA

15.3.5.1 The PDSA shall be prepared by the Department and shall contain sufficient documentation of the facts and conclusions regarding the allegations.

15.3.5.2 As part of the PDSA, the unit member must either (1) write a responsibility memorandum to be included with the PDSA, acknowledging and accepting responsibility for his/her misconduct or (2) be interviewed on tape to be included with the PDSA, acknowledging and accepting responsibility for his/her misconduct.

15.3.5.3 Discipline issued via a PDSA shall not exceed 15 days suspension.

15.3.5.4 The (1) Administrative Lieutenant, (2) Chief of Police, and (3) subject unit members must each approve and execute the final PDSA.

15.3.5.5 If the unit member decides not to accept an offered PDSA, a full investigation shall be completed at the discretion of the Chief of Police and, if the charges are found, discipline shall be recommended as a result of the investigation, as appropriate.

## **16.0 LAYOFF AND REEMPLOYMENT/NON-DISCIPLINARY**

### **16.1 Reasons**

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

16.1.1.1 Layoff is defined as the District's decision to terminate the employment relationship of a Bargaining Unit Member. The District decision to layoff a Bargaining Unit Member is not a subject of meeting and negotiating. The effects of the District decision to layoff is a meet and negotiate subject.

16.1.1.2 In the event the District decides that it is necessary to reduce the work year, or reduce the hours of a bargaining unit member(s), the decision is subject to meeting and negotiating with SASPOA. The effects of the District's decision to reduce the hours or reduce the work year shall be subject to meeting and negotiating with SASPOA.

16.1.1.3 In the event the District decides it is necessary to enact furlough day(s), the District shall notify SASPOA to meet and negotiate the decision and the effects of the decision.

### **16.2 Notice of Layoff**

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

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

### **16.3 Order of Layoff**

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

16.3.1.1 Unit members shall be assigned seniority numbers based upon "date of hire."

16.3.1.2 A unit member with a lower seniority number shall have more seniority than a unit member with a higher seniority number.

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

### **16.4 Reemployment**

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

16.4.1.1 All unit members laid off have the right to participate in promotional examinations within the District during the 39-month period.

16.4.2 Unit members laid off shall have the right to be reemployed in ~~to~~ open positions in classes other than the position from which laid off if they hold seniority in that position.

16.4.3 If a unit member is reemployed within 39 months of layoff, the layoff shall not constitute a break in service.

#### 16.5 Voluntary Retirement

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

#### 16.6 General

16.6.1 A unit member on retirement (16.7) or layoff (16.2) shall, after receiving written notification of reemployment, notify the District within five (5) duty days of acceptance or rejection.

16.6.1.1 If the unit member accepts reemployment the unit member will report for work within ten (10) duty days of such notification.

16.1.1.1 A refusal to exercise - a reemployment opportunity shall result in the unit member remaining on the reemployment list in seniority order until the next opportunity for reemployment. If a unit member declines three (3) reemployment opportunities, the District shall discontinue contacting the unit member when opportunities become available.

#### 16.7 Effects of Layoff

16.7.1 The District shall continue to pay health and welfare benefits at the current rate for all unit members laid off and currently receiving benefits for sixty (60) calendar days from the date of layoff.

16.1.1.2 The District shall provide each unit member notified that they are subject to layoff with a maximum of twenty (20) hours of paid time off for the purpose of seeking employment.

16.1.1.3 Unit members on day shift of six (6) hours or more may utilize this section.

16.1.1.4 The time used under this section is to be charged to accumulated

sick days.

16.1.1.5 The time off shall be mutually determined in advance by the unit member and the School Police Administration.

16.7.2 Unit members laid off shall, upon written request, be given primary consideration for a position as a School Police Reserve Officer

## **17.0 SASPOA RIGHTS**

### **17.1 Use of Facilities**

- 17.1.1 SASPOA shall have the right to make use of school buildings and facilities without cost at all reasonable hours when not otherwise being utilized as determined by the School Police Administration.
- 17.1.2 SASPOA must obtain permission from the School Police Administration prior to the use of any equipment for any SASPOA business.
- 17.1.3 Use of Bulletin Boards, Mail Service, and District Email
- 17.1.4 SASPOA shall have the right to post notices of activities and matters of SASPOA concern on designated bulletin boards, at least one of which shall be provided in the School Police Facilities in an area frequented by unit members. SASPOA may use unit member mailboxes for communications to unit members. The District shall deliver to the School Police Facilities any mail received from SASPOA which is addressed to the unit members and which is delivered to the District in a manner shown by SASPOA to be acceptable by the United States Post Office for such further delivery. All posted material and material placed in mailboxes must be identified as SASPOA material. A copy shall be provided the School Police Administration (for information purposes) concurrently with the posting or placing in mailboxes. SASPOA shall make a good faith effort to attempt to prohibit the posting and distribution of unauthorized material.
- 17.1.5 Authorized representatives of SASPOA shall be permitted the use of bulletin boards, District Email, and mail service to transact official SASPOA business provided the business does not interfere with the department's overall operational process. Bulletin boards, mail service, and District email communications shall not contain profanity or other unprofessional language, shall not be malicious, defamatory, used to harass, or used for disparaging remarks or comments toward persons or groups on the basis of gender, sexual preference, race, color, creed, religion, or national origin and/or School Police Administration. (See Board Policy Employee Use of Technology BP 4040).

### **17.2 Representation**

- 17.2.1 SASPOA may designate a one (1) site representative at all School Police Facilities.
- 17.2.2 Authorized representatives of SASPOA shall be permitted to transact official SASPOA business on school property which do not interfere with police and District business.
- 17.2.3 Names, job titles, full-time or hourly status, months worked, percentage of full time, work days, and work sites of all unit members, except those who have

indicated that the information be withheld, shall be provided upon written request to the Human Resources Division at cost to SASPOA an annual basis.

- 17.2.4 The District shall provide the SASPOA President (8) hours per month of District-paid release time-

### 17.3 Membership Information

- 17.3.1 The District will distribute to new employees at the time of appointment information regarding membership in the Santa Ana School Police Officers Association. The information will be provided by SASPOA at no expense to the District.

### 17.4 Deductions

#### 17.4.1 Organizational Security/Payroll Deductions

- 17.4.1.1 New Employees: Any unit member hired after the effective date of this Agreement who does not, within 30 duty days after the date of hire, notify the District and SASPOA of his/her objection, shall become a SASPOA member or service fee payer for the remainder of this Agreement according to monthly payroll procedures.

- 17.4.1.2 Conversion: Each unit member will have the option to convert between SASPOA membership and service fee status on an annual basis.

- 17.4.2 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for any plan or program jointly approved by the SASPOA and the District if in compliance with regulations of the County Department of Education.

- 17.4.3 SASPOA shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education. The District shall distribute a list of job vacancies with "Please Post" included to every job site and department on a monthly basis.

### 17.5 Affirmation of Negotiability of Future Reclassification

- 17.5.1 The parties shall negotiate future reclassification issues if required by relevant PERB decisions.
- 17.5.2 Should there be any conflict between a job description and the SAUSD/SASPOA collective bargaining agreement, the collective bargaining agreement/Policy Manual (Lexipol) shall be controlling, where applicable.

## **18.0 MANAGEMENT RIGHTS**

- 18.1 It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the SASPOA or of unit members as expressly set forth elsewhere in this Agreement.
- 18.2 All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District.  
It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 18.2.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 18.2.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
- 18.2.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, the personnel, work, service and activity functions assigned to such properties;
- 18.2.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
- 18.2.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, consultants, supervisory or managerial personnel, to do work which is normally done but unable to be performed by unit members covered hereby, and the methods of selection and assignment of such personnel;

- 18.2.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health, conduct, discipline, transportation, food services, racial and ethnic balance, establishing of extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and other personnel and the public with respect to such matters, subject only to such consultation rights of the SASPOA;
- 18.2.7 The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to classrooms, and the determination as to whether, when and where there is a job opening;
- 18.2.8 The District retains the right in its sole judgment and discretion to classify, create and fill new positions. In the event the SASPOA requests negotiations over the appropriate salary, such negotiations shall not delay implementation of the new position;
- 18.2.9 The dates, times and hours of operation of District facilities, functions, and activities; the District calendar;
- 18.2.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
- 18.2.11 The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- 18.2.12 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

### 18.3 Staffing Patterns

- 18.3.1 The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans.
- 18.3.2 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.



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

# EXHIBIT A

## SANTA ANA UNIFIED SCHOOL DISTRICT SASPOA SALARY SCHEDULE

SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION  
2023-2024

GRADE	BASE SALARY	HOURLY	BASIC 4%	HOURLY	INTERMEDIATE 8%	HOURLY	ADVANCED 12%	HOURLY
SASPOA 1/1 40	6810	40.536	7081	42.149	7354	43.774	7626	45.393
SASPOA 1/2	7147	42.542	7431	44.232	7718	45.940	8001	47.625
SASPOA 1/3	7506	44.679	7804	46.452	8106	48.250	8404	50.024
SASPOA 1/4	7878	46.893	8195	48.780	8509	50.649	8822	52.512
SASPOA 1/5	8276	49.262	8611	51.256	8939	53.208	9271	55.185
SASPOA 1/6	8689	51.720	9035	53.780	9382	55.845	9731	57.923
SASPOA 1/7	9122	54.298	9488	56.476	9853	58.649	10218	60.821
SASPOA 2/1 41	6973	41.506	7253	43.173	7531	44.827	7810	46.488
SASPOA 2/2	7329	43.625	7622	45.369	7917	47.125	8209	48.863
SASPOA 2/3	7696	45.810	8001	47.625	8313	49.482	8619	51.304
SASPOA 2/4	8088	48.143	8410	50.060	8734	51.988	9058	53.917
SASPOA 2/5	8498	50.583	8835	52.589	9177	54.625	9517	56.649
SASPOA 2/6	8916	53.071	9271	55.185	9627	57.304	9982	59.417
SASPOA 2/7	9360	55.714	9735	57.946	10109	60.173	10482	62.393
SASPOA 3/1 42	7155	42.589	7443	44.304	7729	46.006	8016	47.714
SASPOA 3/2	7511	44.708	7813	46.506	8113	48.292	8413	50.077
SASPOA 3/3	7891	46.970	8206	48.845	8520	50.714	8835	52.589
SASPOA 3/4	8281	49.292	8615	51.280	8945	53.244	9277	55.220
SASPOA 3/5	8697	51.768	9048	53.857	9395	55.923	9741	57.982
SASPOA 3/6	9136	54.381	9502	56.560	9869	58.744	10233	60.911
SASPOA 3/7	9594	57.107	9978	59.393	10361	61.673	10745	63.958
SASPOA 4/1 43	7334	43.655	7626	45.393	7920	47.143	8213	48.887
SASPOA 4/2	7699	45.827	8008	47.667	8317	49.506	8622	51.321
SASPOA 4/3	8091	48.161	8413	50.077	8737	52.006	9060	53.929
SASPOA 4/4	8501	50.601	8842	52.631	9180	54.643	9522	56.679
SASPOA 4/5	8919	53.089	9277	55.220	9633	57.339	9991	59.470
SASPOA 4/6	9372	55.786	9745	58.006	10121	60.244	10499	62.494
SASPOA 4/7	9840	58.571	10233	60.911	10627	63.256	11020	65.595
SASPOA 5/1 44	7522	44.774	7823	46.565	8123	48.351	8423	50.137
SASPOA 5/2	7894	46.988	8210	48.869	8523	50.732	8842	52.631
SASPOA 5/3	8292	49.357	8620	51.310	8953	53.292	9284	55.262
SASPOA 5/4	8708	51.833	9057	53.911	9405	55.982	9754	58.060
SASPOA 5/5	9136	54.381	9502	56.560	9869	58.744	10233	60.911
SASPOA 5/6	9597	57.125	9980	59.405	10364	61.690	10748	63.976
SASPOA 5/7	10078	59.988	10480	62.381	10883	64.780	11286	67.179
SASPOA 6/1 45	7700	45.833	8010	47.679	8318	49.512	8624	51.333
SASPOA 6/2	8092	48.167	8415	50.089	8740	52.024	9061	53.935
SASPOA 6/3	8508	50.643	8848	52.667	9189	54.696	9530	56.726
SASPOA 6/4	8920	53.095	9278	55.226	9634	57.345	9993	59.482
SASPOA 6/5	9380	55.833	9756	58.071	10131	60.304	10505	62.530
SASPOA 6/6	9845	58.601	10239	60.946	10633	63.292	11025	65.625
SASPOA 6/7	10336	61.524	10749	63.982	11163	66.446	11577	68.911

Eff. 7/1/2023 3%  
Board Approved: June 11, 2024

# EXHIBIT B



## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

Employee / ID:	<input type="checkbox"/> Annual Review (Permanent Employee)
Classification:	<input type="checkbox"/> Probation <input type="checkbox"/> 40-day <input type="checkbox"/> 80-day
Assignment:	<input type="checkbox"/> 120-day <input type="checkbox"/> 130-day
Supervisor:	Hire Date:

AS A VALUED MEMBER OF THE SANTA ANA SCHOOL POLICE DEPARTMENT,  
I WILL STRIVE FOR:

- Individual Honesty
- Personal Integrity
- Professionalism and Ethical Conduct
- A Strong Work Ethic
- The Willingness to Accept Personal Responsibility
- A Strong Sense of Fairness
- High Standards for Excellence on Job Performance
- A Strong Sense of Service to the Department, District and Greater School Community

I agree to adhere to and follow, to the best of my ability, the canons, principles, and regulations contained in the:

- Law Enforcement Code of Ethics
- SASPD Policies and Procedures (Lexipol)
- SAUSD Administrative Regulations

EMPLOYEE SIGNATURE & DATE: \_\_\_\_\_



## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

<b>I. COMMUNITY ORIENTED POLICING RELATIONS / HUMAN RELATIONS</b>					
PERFORMANCE MEASURES	<b>O</b>	<b>E</b>	<b>ME</b>	<b>NI</b>	<b>NO</b>
A. Treats all persons with dignity and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Communicates effectively with students, staff and the general public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Maintains effective working relationships with co-workers and supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Exhibits sincere interest and concern for problems and view points of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Establishes contacts within the District community to foster mutual trust and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Is aware of and addresses issues that lead to deterioration of trust and respect in the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Recognizes visible signs of disorder and takes appropriate steps to correct situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Projects a positive, professional attitude in the daily performance of duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>*COMMENTS:</b>          					

\*O-Outstanding
E-Excellent
ME-Meets Expectations
\*NI-Needs Improvement
NO-Not Observed
\*Requires Comment



## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

<b>II. PROBLEM SOLVING / FIELD ACTIVITIES</b>					
<b>PERFORMANCE MEASURES</b>	<b>O</b>	<b>E</b>	<b>ME</b>	<b>NI</b>	<b>NO</b>
A. Maintains knowledge of problems and potential patterns within assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Is effective at deterring criminal activity by routine and regular site checks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Shares information with other officers assigned to their area on other shifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Utilizes a wide variety of resources to develop strategies for problem solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Develops resources to deal with related problems their assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> in
F. Recognizes and utilizes enforcement as a problem solving tool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Maintains acceptable and productive levels of field activity that impacts crime levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Willingly provides thoughts and ideas on ways to improve security and law enforcement services to both the District and greater school community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*COMMENTS:					

\*O-Outstanding
E-Excellent
ME-Meets Expectations
\*NI-Needs Improvement
NO-Not Observed
\*Requires Comment



## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

<b>III. PERSONAL CHARACTERISTICS</b>						
<b>PERFORMANCE MEASURES</b>	<b>O</b>	<b>E</b>	<b>ME</b>	<b>NI</b>	<b>NO</b>	
I. Uniform appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
J. Physical fitness, as required for current work assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. Knowledge of laws and relevant case decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
L. Knowledge of and compliance with District and Department policies, procedures, and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
M. Attendance and punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
N. equipment, including firearms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Care, use, and maintenance of assigned
O. Time management (response to calls and return to "in service" status)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
P. Critical thinking and decision making; proper use of discretion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Q. Communication skills (effective and competent use of radio and mobile data computer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
R. Displays enthusiasm and interest in serving the greater school community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>*COMMENTS:</b>          						<b>*O-Outstanding</b>  <b>E-Excellent</b>  <b>ME-Meets Expectations</b>  <b>*NI-Needs Improvement</b>  <b>NO-Not Observed</b>  <b>*Requires Comment</b>





## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

<b>IV. CALLS FOR SERVICE / FIELD PERFORMANCE</b>					
<b>PERFORMANCE MEASURES</b>	<b>O</b>	<b>E</b>	<b>ME</b>	<b>NI</b>	<b>NO</b>
S. Vehicle operation skills (routine calls for service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T. Vehicle operation skills (emergency responses)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U. Ability to control and coordinate resources at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Ability to exhibit a calm, tactful, deliberate demeanor at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
W. Tactical abilities (safe placement of supporting officers and resources at routine and emergency calls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
X. Demonstrates proper officer safety techniques / tactics during suspect contacts, when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Y. Exercises care and control of prisoners, when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z. Thoroughly investigates all crimes and incidents, documenting and processing evidence, as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AA. <input type="checkbox"/> Prepares clear, concise, accurate and complete reports, that include the necessary elements and information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BB. Uses proper grammar, spelling, and punctuation in reports, as exhibited by the lack of report corrections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CC. Work product is completed and submitted on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DD. <input type="checkbox"/> Traffic mitigation efforts are directed to impacted areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EE. Appropriately uses "on duty" in the furtherance of the Department's objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>*COMMENTS:</b>					

\*O-Outstanding    \*E-Excellent    \*ME-Meets Expectations    \*NI-Needs Improvement    \*NO-Not Observed    \*Requires Comment



## SANTA ANA SCHOOL POLICE DEPARTMENT JOB PERFORMANCE EVALUATION

OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD		
<input type="checkbox"/> OUTSTANDING	<input type="checkbox"/> EXCELLENT	<input type="checkbox"/> MEETS EXPECTATIONS
<input type="checkbox"/> NEEDS IMPROVEMENT	<input type="checkbox"/> NOT OBSERVED	

### COMMENTS ON OVERALL PERFORMANCE

--

### OBJECTIVES / EXPECTATIONS FOR NEXT REVIEW PERIOD

--

\_\_\_\_\_  
SUPERVISOR SIGNATURE                      DATE

\_\_\_\_\_  
CHIEF OF POLICE SIGNATURE                      DATE

\_\_\_\_\_  
EMPLOYEE SIGNATURE                      DATE



# EXHIBIT C



## Santa Ana School Police Department Policy Manual

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### Alcohol and Drug Use Policy

#### 1012.1 PURPOSE AND SCOPE

The intent of this policy is to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any employee or member of the public. The Santa Ana School Police Department discourages alcohol and drug abuse and strives to achieve a workforce free from the influence of drugs and alcohol.

#### 1012.2 GENERAL GUIDELINES

The consumption of alcohol or other intoxicants is generally prohibited by on-duty personnel except as necessary in the performance of an official special assignment. Personnel who consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Employees who have consumed an amount of an alcoholic beverage or taken any drugs that would tend to adversely affect their senses or judgment shall not report for duty.

##### 1012.2.1 PURCHASE OR POSSESSION OF DRUGS OR ALCOHOL ON-DUTY

Department employees shall not purchase or possess alcohol or other controlled substances on District property, at work, or while on-duty except in the performance of a special assignment as described in this policy.

Department employees shall not illegally manufacture any alcohol or drugs while on-duty, on District property or at any other time.

##### 1012.2.2 USE OF PRESCRIBED MEDICATIONS

Any employee who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to the immediate supervisor prior to commencing any on-duty status. No employee shall be permitted to work or drive a department-owned or department-leased vehicle while taking such potentially impairing medication without a written release from his/her physician.

Possession of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

#### 1012.3 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary Employee Assistance Program to assist employees who wish to seek help for alcohol and drug problems. There is also available a variety of insurance coverage which provide treatment for drug and alcohol abuse. Employees may contact the Department of Human Resources, their insurance provider, or the Employee Assistance Program for additional information.

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Programs or their insurance provider. It is the

## Santa Ana School Police Department

### Policy Manual

#### Alcohol and Drug Use Policy

---

responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

##### 1012.3.1 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due employees, and disclosure of any information relating to chemical abuse treatment, except on a need to know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process.

# EXHIBIT D

## SANTA ANA UNIFIED SCHOOL DISTRICT SANTAANA SCHOOL POLICE OFFICERS ASSOCIATION (SASPOA)

### GRIEVANCE

To: Respondent _____	Date of Occurrence _____
From: Grievant(s) _____ Position _____	Agreement Article No _____
Name of Representative (if any) _____	Section No _____
Association of Representative: <u>Santa Ana School Police Officers Association</u>	Page No _____
	Oral Conference Date _____

Nature of Grievance (Be Specific):

Adverse Effect Upon Grievant(s):	<b>Dates Received</b>
	LEVEL I _____ Date Int.
	LEVEL II _____ Date Int.
Suggested Solutions(s):	LEVEL III _____ Date Int.
	LEVEL IV _____ Date Int.

**For Respondent Use Only**

_____ Grievant's Signature	_____ Date of Submission
12/09/14 Distribution: Copies to Supervisor, Association, Personnel and Grievant	(Attach additional page(s) if necessary)

